IN THE CIRCUIT AND SUPERIOR COURTS
DECATUR COUNTY, STATE OF INDIANA

LOCAL COURT RULES

(Updated February 15, 2017)

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LR16-CB00-1 Filing of Pleadings

Court files shall NEVER leave the courthouse. Attorneys shall not take the file to his/her office for copying or review. Copies of documents contained in the court file are to be obtained by paying the Clerk $1.00 per page.

A party filing a motion shall, at the time of filing, submit a proposed order with sufficient copies and pre-addressed, pre-stamped envelopes to serve all parties and/or counsel of record, along with a copy for the Record of Judgments and Orders.

(Amended effective May 1, 2012)

LR16-TR79-1 Selection of Special Judges in Civil Cases

When a special judge must be appointed pursuant to Trial Rule 79(H), the other Decatur County Judge shall be appointed as special judge, and, if the other Decatur County Judge accepts jurisdiction, the Clerk of the Court shall transfer the case to the other Decatur County Court. In the event that the other Decatur County Judge has previously recused or is not eligible to serve pursuant to the Code of Judicial Conduct, the judges of the following courts shall be eligible for appointment on a rotating basis: Jennings Circuit Court, Jennings Superior Court, Bartholomew Circuit Court, Bartholomew Superior Court No. 1, Bartholomew Superior Court No. 2, Rush Circuit Court, Rush Superior Court, Franklin Circuit Court No. 1, and Franklin Circuit Court No. 2. All of the above-named judges are within Administrative District 21 or are from a contiguous county and have agreed to serve as a special judge in the court where the case is pending.

When, under this rule, no judge is eligible to serve as special judge or the particular circumstance of a case warrants selection of a special judge by the Indiana Supreme Court, the presiding judge shall certify the case to the Indiana Supreme Court for the selection of a special judge.

(Amended effective February 11, 2013)

LR16-CR00-1 Late Payments

(A) In any action in which a defendant is found to have:

(1) committed a crime;

(2) violated a statute defining an infraction;

(3) violated an ordinance of a municipal corporation; or

(4) committed a delinquent act;

if the defendant has not been determined to be indigent and the defendant fails to pay court costs, a fine, or a civil penalty in full by the date set by the court, there shall be imposed a late payment fee of Twenty-Five Dollars ($25.00) pursuant to IC 33-37-5-22, which shall be paid in addition to the costs, fine, or penalty.

(B) The court may suspend a late payment fee if the court finds that the defendant has demonstrated good cause for failure to make a timely payment.
(Effective May 1, 2009)

LR16-CR00-2 Bail Schedule

Pursuant to I.C. 35-33-8-4, the following schedule is established for bail bonds for the indicated classifications of offenses. This schedule is effective July 1, 2014, and shall remain in effect until further order of the Courts.

All amounts are subject to review and modification by the Court in individual cases. The review and modification may come before or after the information or indictment is filed as the case may be.

Felonies:
Murder, Level 1, 2, 3, 4, and 5 felonies..... to be set by Court after hearing
Level 6 felonies..... $750.00, cash only - Indiana residents
$7,500.00, commercial only - out of state residents
Misdemeanors:
Class A ..... $500.00, cash only - Indiana residents
$5,000.00, commercial only - out of state residents
Class B ..... $200.00, cash only - Indiana residents
$2,000.00, commercial only - out of state residents
Class C ..... $100.00, cash only - Indiana residents
$1,000.00, commercial only - out of state residents
Class A Misdemeanor and Felony Batteries
and Invasion of Privacy ..... to be set by Court after hearing

If a Defendant is currently out on bail, including release on his/her own recognizance, for a pending criminal case, is currently on probation, or is currently placed in community corrections, bail is to be set by the Court after a hearing.

(Effective July 1, 2014)

LR16-CR2.2-1 Criminal Case Filings and Reassignment

1. When a court has personal jurisdiction of the defendant under a pending criminal cause or probation, any new criminal cause against that defendant shall be filed in that same court having such jurisdiction. The filing rule under this paragraph shall have priority over all other provisions of the filing rules.

2. If a court does not already have personal jurisdiction over the defendant, the Decatur Superior Court shall have exclusive jurisdiction over all charges filed under Titles 7.1, 9, and 14 of the Indiana Code.

3. In all other criminal actions presented for filing, the Decatur County Clerk shall, by random selection, assign one-half (1/2) of the felony cases and two-thirds (2/3) of the misdemeanor cases to the Decatur Superior Court and shall, by random selection, assign one-half (1/2) of the felony cases and one-third (1/3) of the misdemeanor cases to the Decatur Circuit Court.

4. Where multiple counts or defendants have been charged, the most serious offense shall dictate the classification to be assigned to the case for purposes of implementing the random selection process in paragraph 3. If there is any further conflict under these rules, the method of random selection used to determine court assignment, as provided in paragraph 3, will be utilized.

5. Where the investigation of an event results in criminal charges against more than one defendant, all criminal charges arising from the investigation shall be filed with the same court. If among the group of defendants, charges are pending in both courts against more than one in the group, the Clerk shall determine the appropriate court by random selection, as provided under paragraph 3.

6. When charges against a defendant have been filed and dismissed, any subsequent charges filed against the same defendant arising out of the same investigation shall be filed with the court to which the case was originally assigned.

7. Judges of the Decatur Circuit Court and the Decatur Superior Court may transfer any pending case to the other Decatur County Court or may appoint the other Decatur County Judge as special judge for any pending case that has been redocketed after the entry of the judgment of conviction, subject to acceptance by the other Decatur County Judge.

8. In the event that a change of judge is granted or a judge is disqualified or recuses, reassignment shall be made on a rotating basis to one of the judges of the following courts: Jennings Circuit Court, Jennings Superior Court, Bartholomew Circuit Court, Bartholomew Superior Court No. 1, Bartholomew Superior Court No. 2, Rush Circuit Court, Rush Superior Court, Franklin Circuit Court No. 1, Franklin Circuit Court No. 2, Ripley Circuit Court, Ripley Superior Court, Shelby Circuit Court, Shelby Superior Court #1, and Shelby Superior Court #2.

9. When, under these rules, no judge is available for appointment, or when, in the discretion of the regular presiding judge, the particular circumstance warrants selection of a special judge by the Indiana Supreme Court, the presiding judge shall certify these facts to the Indiana Supreme Court and request an appointment of a Special judge under the applicable procedural rules. *(Adopted May 22, 2008, effective January 1, 2009; amended June 1, 2011; amended June 1, 2012; amended effective February 11, 2013; amended effective February 15, 2017*).

LR16-JR4-1 Jury Notice and Selection

The Decatur Circuit Court and Decatur Superior Court adopt Indiana Jury Rule 4B as the method for notice of selection for jury pool and summons for jury service.

LR16-FL00-1 Children First Program

Pursuant to I.C. 31-15-9-1, the Court finds that parties to a dissolution proceeding with minor unemancipated children can benefit from participation in a Dissolution Education Workshop. The purpose of the workshop is to encourage mediation and cooperation between the parties, develop an understanding of the emotional and psychological impact on children of divorce and to explain successful techniques for dealing with the potential problems experienced by children during the dissolution process.

Therefore, in all dissolution actions where there are minor unemancipated children, the parties are ordered to attend a program entitled “Children First” (or a program of comparable content conducted in another Indiana county). Attendance is mandatory in every such action filed on or after January 1, 1994. The two (2) hour program must be completed prior to the final hearing. The parties shall pay the program fee of Thirty-Five Dollars ($35.00) per person, effective August 5, 2004, with an allowance for waiver of fees for indigency.

The program shall be presented by Debra Cruser, Decatur County Family Court Counselor. The parties are directed to contact her within ten (10) days of commencement of a cause of action or within ten (10) days of service of summons at 812-593-1777 to make an appointment to attend the program. Failure to attend and complete the program may result in a contempt citation and punishment or suspension of visitation. Session times shall be established by the Family Court Counselor.

Attorneys representing petitioners are ordered to give a copy of this Rule to their clients and the Decatur County Clerk shall furnish a copy to any pro se petitioners and attach a copy to the summons to be served on all respondents.

LR16-AR00-1 Civil Case Filings

Civil cases may be filed in either court in Decatur County with the following exceptions:

1. All juvenile cases (CHINS and delinquency) are filed in Circuit Court.
2. All small claims (SC), protective order (PO), mortgage foreclosure (MF), and civil collections (CC) cases are filed in Superior Court.

(Amended effective June 1, 2012)

LR16-AR7-1 Evidence Retention, Handling, and Destruction

Preamble

In all cases, the Court shall proceed pursuant to these Rules unless the Court directs a longer retention period after motion by any party or on its own motion.

(A) Retention Periods for Civil Cases, Including Adoption, Paternity, and Juvenile Proceedings. All models, diagrams, documents, or material admitted in evidence or pertaining to the case placed in the custody of the court reporter as exhibits shall be taken away by the parties offering them in evidence, except as otherwise ordered by the Court, four (4) months after the case is decided unless an appeal is taken. If an appeal is taken, all such exhibits shall be retained by the court reporter for two (2) years from termination of the appeal, retrial, or subsequent appeal and termination, whichever is later.

The Court reporter shall retain the mechanical or electronic records or tapes, shorthand or stenographic notes as provided in Indiana Administrative Rule 7.

(B) Retention Periods for Evidence Introduced in Criminal Misdemeanor, Class D and Class C Felonies and Attempts. All models, diagrams, documents, or material admitted in evidence or pertaining to the case placed in the custody of the court reporter as exhibits shall be taken away by the parties offering them in evidence except as otherwise ordered by the Court, three (3) years after the case is dismissed, the defendant is found not guilty, or the defendant is sentenced, unless an appeal is taken. If an appeal is taken, all such exhibits shall be retained by the court reporter for three (3) years from termination of the appeal, retrial, or subsequent appeal and termination, whichever is later, unless an action challenging the conviction or sentence, or post-conviction action, is pending.

The Court reporter shall retain the mechanical or electronic records or tapes, shorthand or stenographic notes as provided in Indiana Administrative Rule 7.

(C) Retention Periods for Evidence Introduced in Criminal Class B and A Felonies and Murder and Attempts. All models, diagrams, documents, or material admitted in evidence or pertaining to the case placed in the custody of the court reporter as exhibits shall be taken away by the parties offering them in evidence, except as otherwise ordered by the Court, twenty (20) years after the case is dismissed, the defendant found not guilty, or the defendant is sentenced, unless an appeal is taken. If an appeal is taken, all such exhibits shall be retained by the court reporter for twenty (20) years from termination of the appeal, retrial, or subsequent appeal and termination, whichever is later, unless an action challenging the conviction or sentence, or post-conviction action, is pending.

The court reporter shall retain the mechanical or electronic records or tapes, shorthand or stenographic notes as provided in Indiana Administrative Rule 7.

(D) Non-documentary and Oversized Exhibits. Non-documentary and oversized exhibits shall not be sent to the Appellate level Court, but shall remain in the custody of the trial court or Administrative Agency during the appeal. Such exhibits shall be briefly identified in the Transcript where they were admitted into evidence. Photographs of any exhibit may be included in the volume of documentary exhibits.

Under no circumstances should drugs, currency, or other dangerous or valuable items be included in appellate records.

(E) Disposition. In all cases, within thirty (30) days following the expiration of the applicable retention period, the parties shall take away all evidence that is in the custody of the court reporter. At the time of removal, a detailed receipt shall be given to the court reporter by the party receiving and removing the evidence, and the receipt will be made part of the court file.

In all cases, the Court, or the sheriff on the Court's order, should dispose of evidence that is not retaken by the parties. The sheriff should be ordered to destroy evidence if its possession is illegal or if it has negligible value. Evidence of some value should be auctioned by the sheriff with proceeds going to the county general fund. These Rules and their retention periods will take precedence over inconsistent language in statutes. Indiana Code § 35-33-5-5(c)(2).

(F) Biologically Contaminated Evidence. A party who offers biologically contaminated evidence must file a pretrial notice with the trial court and serve all the parties so that the court can consider the issue and rule appropriately before trial. A party can show contaminated evidence or pass photographs of it to jurors, but no such evidence, however, contained, shall be handled or passed to jurors or sent to the Jury Room.

(Adopted October 28, 2010, effective January 1, 2011)

LR16-AR15-1 Court Reporter Services

The Courts of Decatur County adopt Model Option Three under Administrative Rule Fifteen and elect to procure certain court reporter services by Transcription Service Agreement.

The court reporters shall be responsible for filing the transcript with the Clerk of the Decatur Circuit Court and for providing notice of filing as provided in Appellate Rule 11(A). The court reporters shall be responsible for preparing exhibits and the exhibit index as provided in Appellate Rule 29.

As provided in Trial Rule 74(A), the Judges of the Decatur Circuit and Superior Courts authorize and direct the person(s) making the transcript to certify the transcript.

Standard appeal transcripts to be filed within 45 days shall cost $4.25 per page. Non-appeal transcripts shall cost as follows: $4.25 per page for completion within 30 days, $5.25 per page for completion with 14 days, $6.00 per page for completion within 7 days, $7.50 per page for completion within 3 days, and $8.50 per page for completion within 1 day. The minimum fee for any transcript is $30.00.

(Effective January 1, 2017)

TRANSCRIPTION SERVICE AGREEMENT

This Transcription Service Agreement ("Agreement") is between American Platform Services, LLC, dba TheRecordXchange, a limited liability company in Arizona ("TRX," "We," "Us," or "Our") and Decatur County Courts, Indiana ("Court," "You," or "Your"), collectively the "Parties."

RECITALS

TRX operates a platform through which qualified transcription service providers ("Providers") will be made available to courts and court reporters. Providers shall be authorized to type, compile, and certify transcripts for appeal and non-appeal purposes. Providers shall deliver certified transcripts to the person who is specifically designated by a court to perform the official court reporting services for the court ("Court Reporter"), or to deliver certified or non-certified transcripts to a party so requesting.

Court wishes to use TRX's platform as an efficient portal to access Providers for the term of this Agreement. This Agreement shall apply to transcription services provided to the Court and any other party wishing to order transcripts or audio recorded by the Court using Our platform.

AGREEMENT

In consideration of the above recitals and the mutual covenants in this Agreement, the Parties agree as follows:

1. Qualified Providers. TRX shall be responsible for vetting potential Providers under this Agreement. Providers shall meet the following requirements:

a. Have a licensed business operating in the United States;
b. Agree to perform all transcription services under this Agreement in the United States;
c. Have at least 3 years of experience providing transcription services to courts in the United States;
d. Have a confidentiality agreement on file with TRX and with any independent contractors employed to work on transcriptions under this Agreement;
e. Be certified by at least one of the following accredited industry organizations: American Association of Electronic Reporters and Transcribers (AAERT), National Court Reporters Association (NCRA), or National Verbatim Reporters Association (NVRA);
f. All transcripts provided hereunder shall be certified by an individual with a valid certificate from one of the above-listed organizations; and
g. Agree to provide transcription services in compliance with the Indiana Rules of Appellate Procedure, including the standards for preparing electronic transcriptions found in Appendix A of the rules.

2. Services to be Provided. Providers shall be responsible for delivering the completed transcription to the appropriate Court Reporter. The Judges of Decatur County authorize and direct Providers to certify the transcripts that are required to be certified under Indiana Rules of Court. Providers shall complete their work in accordance with this Agreement and the TRX terms of service. If there is a conflict between the terms of these documents, this Agreement shall prevail.

3. Payment. Standard appeal transcripts to be filed within 45 days shall cost $4.25 per page. Non-appeal transcripts shall cost as follows: $4.25 per page for completion within 30 days, $5.25 per page for completion with 14 days, $6.00 per page for completion within 7 days, $7.50 per page for completion within 3 days, and $8.50 per page for completion within 1 day. The minimum fee for any transcript is $30.00.
TRX and Provider shall be responsible for invoicing and collecting payment from the requesting party. Provider shall be responsible for paying any fees owed to TRX.

4. Term. The term of the Agreement shall begin on the date designated by the Indiana Supreme Court in its Order of Approval ("Effective Date"). TRX or the Court may terminate this Agreement by providing 30 days' notice of termination. The Court may terminate this agreement at any time with cause. Termination shall not impact the duties of the Parties to perform for any work requested under this Agreement prior to the termination date.

5. Dispute Resolution. If there is a dispute between the Parties related to this Agreement, the Parties agree to act in good faith and attempt to resolve the problem between themselves. If the problem is not resolved after 30 calendar days, the Parties agree to submit the matter to the Chief Administrative Officer of the Indiana Supreme Court for resolution.

6. Authorization. This Transcription Service Agreement is subject to approval by the Indiana Supreme Court under Administrative Rule 15 and Trial Rule 81.

7. Modification. This Agreement can only be modified in a written document signed by both Parties, and subject to Indiana Supreme Court approval.

8. Notice. Unless otherwise specified, all notices required by this Agreement may be hand-delivered, sent via certified mail to the receiving Party's last known address, or sent via email to their last known email address.

9. Additional Actions. Each Party agrees to do all acts and things and to make, execute, and deliver such written instruments and documents as shall be reasonably required to carry out the terms of this Agreement.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same instrument.

LR16-AR19-1 Courthouse Security

Ind. Administrative Rule 19 requires that "(e)ach court shall develop and implement a court security plan to ensure security in court facilities". The power to do so is derived in part from Indiana Constitution Article 3 § 1 and Ind. Const. Art. 7. In addition, Ind. Code § 35-47-11.1-4(5) creates an exception to the general rule prohibiting a political subdivision from regulating the possession and carrying of firearms, etc.

The Judges of the Decatur Circuit and Superior Courts ("the Courts") have promulgated this local court rule as required by Ind. Trial Rule 81. It is intended to provide for the orderly operation of the Courts, the safety of the public, the litigants, the witnesses, and the court staff.

1. Anyone entering the Decatur County Courthouse must consent to a search of their person, including any package, briefcase, or purse.
2. The Courts designate the north entrance to be used as the main entrance, and the Courts designate the east and west entrances to be used only by county employees or others as determined by the Decatur County Sheriff.
3. Unless exempt under Paragraph 6, below, anyone entering the Decatur County Courthouse is prohibited from having any of the following in his or her possession while in the courtroom facility:
   (a) a loaded or unloaded firearm; or
   (b) a weapon, device, taser (as defined in I.C. § 35-47-8-3) or electronic stun weapon (as defined by I.C. § 35-47-8-1), equipment, chemical substance or other material, including a knife, razor, box-cutter, and switchblade that in the manner it is used, or could ordinarily be used, is readily capable of causing serious bodily injury.
4. Anyone refusing to comply with this Order is to be denied entrance to the Decatur County Courthouse.
5. Anyone violating this Order may be found to be in contempt of court and punished for that contempt pursuant to the inherent power of the Courts and/or pursuant to I.C. § 34-47, I.C. § 34-47-2, and/or I.C. § 34-47-3.
6. The following individuals are exempt from this order:
   (a) a law enforcement officer, as defined in I.C. § 35-31.5-2-185;
   (b) a judicial officer, as defined in I.C. § 35-31.5-2-177.7;
   (c) a probation officer appointed pursuant to I.C. § 11-13-1-1, who has satisfied all of the conditions listed in I.C. § 11-13-1-3.5;
   (d) an employee of a locally or regionally operated Community Corrections Program, who is authorized to carry a firearm by his or her supervisor;
   (e) any other person authorized by at least one (1) full-time judicial officers of the Courts shall be exempt until at least one (1) full-time judicial officers of the Courts withdraw the exemption. The judicial officers are to promptly provide the Decatur County Sheriff with a copy of the authorization or the withdrawal of the authorization.

7. Any person listed in Paragraph 6 SHALL NOT BE EXEMPT whenever they or any member of their family is a party to any proceeding taking place. This does not include appearing in the individual's official capacity.
8. The statutes cited above may change from time to time. This local court rule shall automatically refer to the relevant statutes in effect at any given time.