

**DELAWARE COUNTY COMMISSIONER'S MEETING**  
**Monday, October 3, 2016 @ 9:00 A.M.**  
**ROOM 309 A, 100 WEST MAIN STREET**  
**MUNCIE, IN 47305**  
**CALL TO ORDER**  
**PLEDGE TO FLAG**  
**ROLL CALL**

Mr. Shannon Henry  
Mr. James King  
Ms. Sherry Riggan  
Auditor, Steven G. Craycraft  
Attorney, Mr. Joe Rhett

 **ORIGINAL**

**APPROVAL OF MINUTES**

MOTION: Commissioner King made a motion to approve the minutes from September 19, 2016.  
SECOND: Commissioner Riggan  
MOTION PASSED UNANIMOUSLY

**PRESENTATIONS TO COMMISSIONERS**

MOTION: Commissioner King made a motion to approve that Ms. Julie Cline is reinstated to the position of 911 Communications Technician. See below.  
SECOND: Commissioner Riggan  
MOTION PASSED UNANIMOUSLY

**ORIGINAL**

STATE OF INDIANA                    )  
COUNTY OF DELAWARE            )SS: DELAWARE COUNTY COMMISSIONERS COURT

**IN RE THE GRIEVANCE:**

**JULIE CLINE, COMMUNICATIONS TECHNICIAN**

CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS/  
DELAWARE COUNTY COUNCIL FOR DELAWARE COUNTY EMERGENCY  
COMMUNICATIONS CENTER WITH UNITED AUTO WORKERS  
LOCAL 321, DATED SEPTEMBER 7, 2010

**DECISION OF THE DELAWARE COUNTY COMMISSIONERS**

COME now the Delaware County Commissioners and pursuant to Article 11, section 11.7, step 3 of the Collective Bargaining Agreement with the UAW dated September and extended through September 2017 with the 911 Center Employees and the grievance filed by Julie Cline hereby makes the following filings:

1. On July 2, 2016 Director Joseph Winkle was provided an e-mail from Mike Ashley concerning calls handled by Julie Cline. Joseph Winkle is the Director of the 911 Center and the Supervisor of all the employees.
2. Director Winkle then submitted the matter to Supervisor Patrick Richmond on July 7, 2016 for investigation.
3. On July 8, 2016 Supervisor Richmond requested a three day extension of time of Chairman Christopher King without informing Chairman King that the original complaint had been presented to the Executive Director on July 2, 2016.
4. Article 10, Section 10.4 requires that discipline be administered within seven (7) days after the offense had become known to their supervisor.
5. Seven days after the offense had been known to the Supervisor would have been July 9, 2016.
6. Executive Director Winkle administered discipline, that being termination of Julie Cline, on July 15, 2016. At the time of termination, Director Winkle had two other calls that were handled by Julie Cline and chose not to administer disciplinary action on those calls.
7. Prior disciplinary precedent for mishandling calls has resulted in disciplinary action less than termination for other employees.
8. The discipline was not provided in a timely manner as per the contract.
9. Director Winkle failed to provide any information, evidence, or argument at the grievance hearing with the Commissioners and actually walked out of the hearing.


10. Executive Director Winkle refused to participate in the grievance hearing in front of the Commissioners.
11. The County Commissioners were limited in the information provided to them concerning the grievance as to the facts and circumstances provided by the grievant only.
12. There may have in fact been facts and information which Director Winkle had which was pertinent to the grievance, but Director Winkle chose to not participate and ignore the process.
13. There was evidence that Julie Cline was inadequately trained and needs additional training on handling calls and performing her job duties at the 911 center.
14. Had Julie Cline been adequately and properly trained then the issue may not have arisen.

It is therefore the determination of the Board of County Commissioners in response to Article 11, section 11.7, Step three of the grievance process that Julie Cline;

1. Be immediately reinstated to her position as communication technician
2. That she be assigned to midnights
3. That she be awarded back pay in the sum of \$7,721 of gross pay from the date of termination.<sup>1</sup>
4. That this matter be removed from her employee file.
5. That Julie Cline be provided additional training of at least 40 hours to correct any issues.

Dated this 3<sup>rd</sup> day of October 2016.

  
Shannon Henry, Commissioner

  
James King, Commissioner

  
Sherry Riggie, Commissioner



<sup>1</sup> The back is calculated for 11 weeks, 5 days per week, at the rate of \$132.20 per day (as per an email from Rick Spangler dated September 19, 2016).

### EMPLOYEE HEALTH WELLNESS PROGRAM

Ms. MaryAnne Pope and Ms. Molly Hunt presented information regarding the employee Health Wellness Program. Delaware County received a certification for Achieve Well Workplace Wellness (see below). Delaware Well members are invited to join the YMCA for a corporate challenge from October 12 to November 25, 2016.



# ACHIEVEMWELL WORKPLACE WELLNESS CERTIFICATION

ACHIEVEMWELL

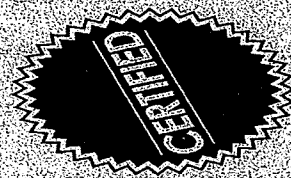


THIS CERTIFIES THAT

## Delaware County

has successfully completed the required certification steps approved  
by the Wellness Council of Indiana for the State of Indiana and is  
therefore awarded its **3 STAR**.

Given this 22nd day of September, 2016



This certificate is to be signed by its duly authorized officer  
and its seal is to be hereunto affixed

*Kelly Cook*

President, Board of Advisors

Brought to you  
by:



## YMCA Corporate Wellness Challenge

**What:** 6-week health and fitness competition between Delaware County employees and other Muncie businesses/organizations. The team with the most points will be named the 2016 Corporate Wellness Challenge Champions and take home the Challenge Trophy to be displayed for the entire year!

**When:** October 17-November 25, 2016

**Cost:** Registration is FREE for current YMCA of Muncie members. For employees who are not members, registration is \$20 and includes 6 weeks of free membership (the duration of the Corporate Wellness Challenge) valid at all YMCA of Muncie locations

**How to Earn Points for Our Team:** Team members can earn points by participating in team events (usually only 6-8 people needed), visiting YMCA of Muncie locations, showing team spirit, implementing worksite wellness themes, and participating in bonus challenges.

**How to Sign Up:** Please e-mail your Team Leaders, Mary Ann Pope or Molly Hunt, by October 14: [mapope@co.delaware.in.us](mailto:mapope@co.delaware.in.us)  
[hunt55@purdue.edu](mailto:hunt55@purdue.edu)

*\*Payment is due by October 15 at 4:00 pm at any Muncie YMCA*

### CONTRACTS OR AGREEMENTS FOR APPROVAL

#### AGREEMENT TO PROVIDE MANAGEMENT SERVICES FOR JUVENILE DETENTION CENTER

MOTION: Commissioner King made a motion to table the Juvenile Detention Center agreement until October 17, 2016.

SECOND: Commissioner Riffin

MOTION PASSED UNANIMOUSLY

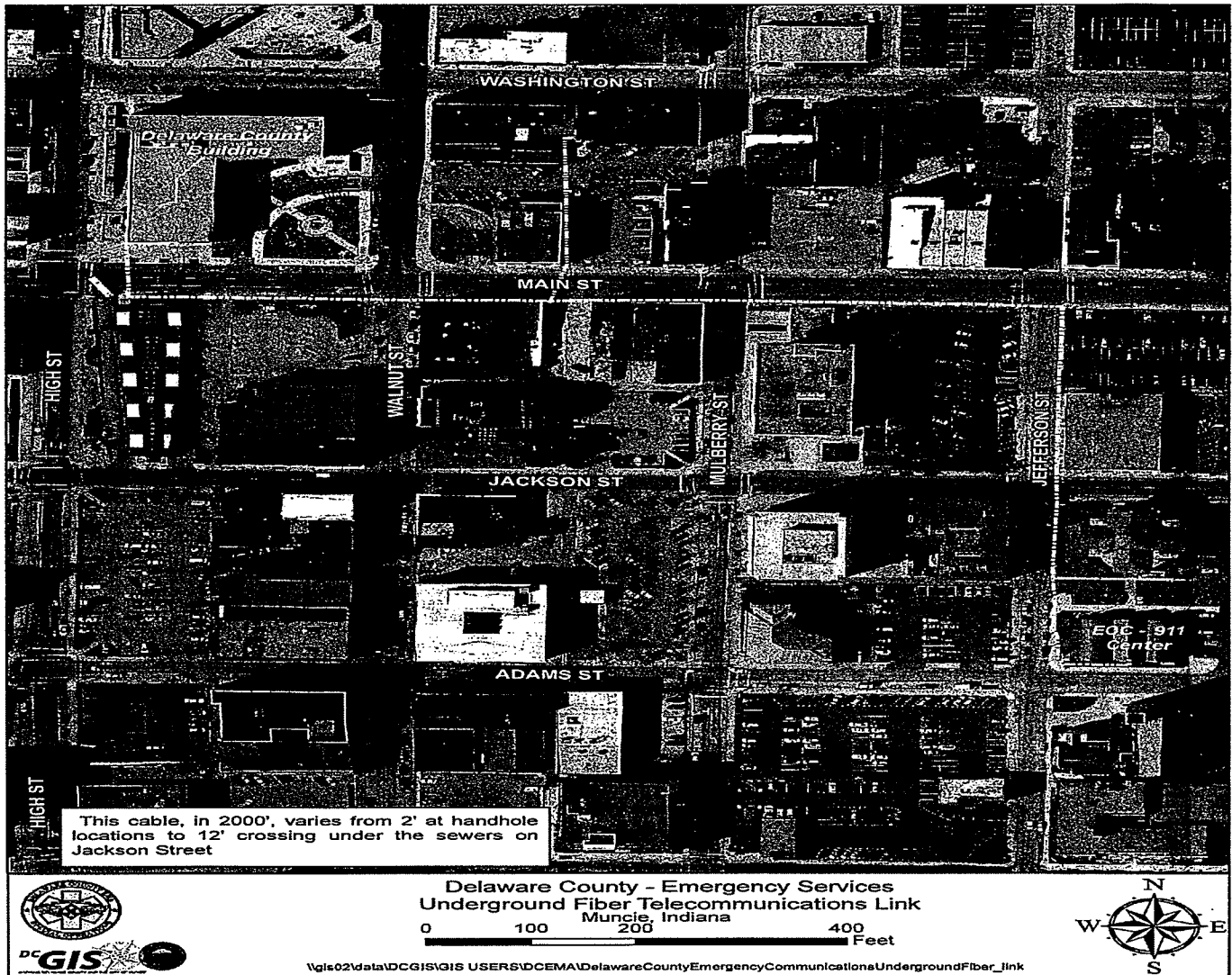
### **UNDERGROUND FACILITIES LOCATING AND MARKING SERVICE AGREEMENT**

Mr. Jim Flook, IT Director, presented Underground Facilities Locating and Marking service agreement. The telecommunications service is needed to help locate the buried fiber optics when needed.

MOTION: Commissioner King made a motion to approve the agreement with Underground Locating Services for 911 and Health Department.

SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY



**UNDERGROUND FACILITIES LOCATING AND MARKING  
SERVICE AGREEMENT**

THIS CONTRACT is entered into as of September 26, 2016, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and Delaware County Government Center (**Customer**).

**BACKGROUND**

A. Customer owns and operates underground facilities in the geographic area described on Attachment A to this Agreement (**Contract Service Area**).

B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's underground facilities in the Contract Service Area.

**AGREEMENT**

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Agreement shall have the following meanings:

1.1 **After Hours Call Out** means locate requests made on USIC-observed holidays (Memorial Day, Independence Day/July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 5 p.m. to 7 a.m., or any time outside of the applicable state one-call's regular business hours.

1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.

*Full agreement is located in the Auditors office.*

**CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT FOR BR #516—INAW**

MOTION: Commissioner King made a motion to approve the City/County Utility Reimbursement agreement.

SECOND: Commissioner Riffin

MOTION PASSED UNANIMOUSLY

*Full agreement is located in the Auditors office.*

**CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT  
(Work in Contract)**

*ORIGINAL*

Agreement Amount \$147,175.00 Des No. 1382332  
Agreement Type Utility Work in Contract Project No. 1382332  
Work Description Water Relocation for a Road Tillotson Ave.  
Bridge Replacement County Delaware

**THIS AGREEMENT**, made and entered into this 27th day of September  
2016, by and between Indiana-American Water Company Inc.

(hereinafter referred to as the "Utility"), and Delaware County

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency" or "LPA").

**WITNESSETH:**

**WHEREAS**, the LPA desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

**WHEREAS**, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "INDOT") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

**WHEREAS**, INDOT will advertise for bids for construction of the project, award the contract, and act as liaison agent for the LPA with the Federal Highway Administration. The LPA will supervise the construction of the project.

**WHEREAS**, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

**LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT EDS #A249**

Ms. Moyer presented the Local Roads and Bridges matching grant agreement from INDOT for the Community Crossing grant.

MOTION: Commissioner Riffin made a motion to approve Local Roads and Bridges matching Grant agreement EDS #A249.

SECOND: Commissioner King.

MOTION PASSED UNANIMOUSLY

*Full agreement is located in the Auditors office.*

ORIGINAL

**LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT**  
**EDS # A249-**

This Local Roads and Bridges Matching Grant Agreement (this "Grant Agreement"), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the "State") and Delaware County, a Local Unit, (hereinafter referred to as the "Grantee"), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

**Whereas**, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

**Whereas**, the Grantee uses an approved transportation asset plan on file with the State; and

**Whereas**, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

**Whereas**, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the "Project") and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

**Whereas**, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) increased local motor vehicle excise surtax or wheel tax under Ind. Code § 6-3.5; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

**Whereas**, the State has chosen to fund the Grantee's Project in accordance with the terms of this Grant Agreement; and

**Whereas**, the Grantee desires to expedite delivery of the Project, comply with all State requirements and fiscally manage the Project; and

**Now Therefore**, in consideration of the mutual covenants and promises herein contained, the Grantee and the State agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Grant Agreement.

**1. Purpose of this Grant Agreement; Grant Funds.**

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing 50% of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose.

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Mr. Robert Jesse, Highway Superintendent, said full depth and grinding will be done.

**SUPPLEMENTAL AGREEMENT NO. 1**  
**BETWEEN DELAWARE COUNTY AND UNITED CONSULTING**

Ms. Moyer presented the supplemental agreement #1 for the bridge inspection contract with United Consulting. There is a reduction of \$1,400 in the contract. The agreement was reviewed and accepted by INDOT.

MOTION: Commissioner Riggan made a motion to approve the Supplemental agreement with United Consulting.

SECOND: Commissioner King

MOTION PASSED UNANIMOUSLY

Commissioners  
October 3, 2016

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**SUPPLEMENTAL AGREEMENT NO. 1**



This SUPPLEMENTAL AGREEMENT ("Agreement") is made, by and between **DELAWARE COUNTY**, ("CLIENT") acting by and through its Board of Commissioners, and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

**WITNESSETH**

*ORIGINAL*

WHEREAS, UNITED CONSULTING did, on November 3, 2014 enter into a Professional Services Agreement with the CLIENT for Services and Documents in relation to the following described project:

***Delaware County Bridge Inventory – Phase I 2015,  
Phase II 2017, Des No 1400281***

This supplement is required to add Interim Inspections due to discovery, replacement and rehabilitation and to delete Fracture Critical Inspections that are no longer required.

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Professional Services Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

***I. SECTION V***

The total maximum amount payable in SECTION IV shall be changed from \$458,300.00 to \$456,900.00.

***II. Appendix "A" is amended to include the following language:***

Insert the following language:

The CONSULTANT shall conduct an Interim Inspection for a total of six (6) bridges.

**CONTRACTS OR AGREEMENTS FOR APPROVAL**

**TEMPORARY EASEMENT FOR MUNCIE SANITARY DISTRICT**

Ms. Moyer presented the temporary easement.

Mr. John Anderson, Muncie Sanitary District Engineer, said a new junction box will be placed over the existing interceptor so a temporary easement is needed while the box is being put in.

MOTION: Commissioner King made a motion to approve the temporary easement for Muncie Sanitary District.

SECOND: Commissioner Riggins

MOTION PASSED UNANIMOUSLY

### DELAWARE COUNTY COMMISSIONERS HOLIDAY SCHEDULE FOR 2017

Ms. Pattie Lackey, Executive Assistant, presented the 2017 Holiday schedule.

MOTION: Commissioner King made a motion to approve the 2017 Holiday Schedule.

SECOND: Commissioner Riffin

MOTION PASSED UNANIMOUSLY

### DELAWARE COUNTY COMMISSIONERS HOLIDAY SCHEDULE FOR 2017

New Year's Day	Monday	January 2, 2017
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 2017
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Day	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017
Referendum Election (?)	Tuesday	November 7, 2017
Veteran's Day	Friday	November 10, 2017
Thanksgiving	Thurs/Friday	November 23 & 24, 2017
Christmas Eve & Day	Monday & Tuesday	December 25 & 26, 2017


Adopted this 3<sup>rd</sup> day of October, 2016

Delaware County Board of Commissioners,

  
Shannon Henry, President

  
James King, Vice President

  
Sherry Riffin, Member

ATTEST:   
Steve Craycraft, County Auditor

**RESOLUTIONS FOR APPROVAL**  
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE,**  
**INDIANA, IDENTIFYING TAX**  
**SALE CERTIFICATES TO BE ASSIGNED TO A NONPROFIT CORPORATION #10**  
**RESOLUTION 2016-044**

MOTION: Commissioner King made a motion to approve Resolution 2016-044, Tax Sale Certificates to be assigned to a Nonprofit Corporation #10.

SECOND: Commissioner Riffin

MOTION PASSED UNANIMOUSLY

RESOLUTION *2016-044*

*ORIGINAL*

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DELAWARE,  
INDIANA, IDENTIFYING TAX SALE CERTIFICATES TO BE ASSIGNED TO A NONPROFIT  
CORPORATION #10

WHEREAS, Indiana Code 6-1.1-24-17 sets out the procedures for assigning tax sale certificates to a nonprofit corporation.

WHEREAS, there is one parcel in Delaware County that has been in one or more tax sales and have taxes that are severely delinquent. These parcels will be offered to a nonprofit corporation. The parcel is identified as follows:

**18-11-15-137-003-000-003    811 E Charles    Certificate #181500631    Del. Taxes: \$24,834.23**

WHEREAS, the Board of Commissioners intends to accept written applications from nonprofit corporations who satisfy the requirements of Indiana Code 6-1.1-24-17 who desire to have the identified tax sale certificate assigned to them.

WHEREAS, the Board of Commissioners hereby sets a public hearing on the **7th day of November, 2016** at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificate.

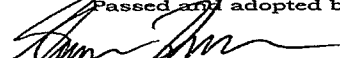
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Indiana that:

Section One. The Delaware County Board of Commissioners hereby identifies the tax sale certificate that the Board desires to assign to a nonprofit entity. Said tax sale certificate is described above.

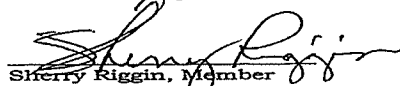
Section Two. The Delaware County Board of Commissioners hereby sets a public hearing on the **7th day of November, 2016** at 9:00 a.m. in the Delaware County Commissioner's Courtroom, Room 309, 100 West Main Street, Muncie, Indiana 47305 to discuss the assignment of said tax sale certificates.

Section Three. The Delaware County Board of Commissioners shall publish a notice regarding the public hearing and will process applications and transfer the parcel in accordance with Indiana Code 6-1.1-24-17.

Passed and adopted by the Commissioners on the 3 day of October, 2016.

  
Shannon Henry, President

  
James King, Vice-President

  
Sherry Riffin, Member

ATTEST   
Steve Craycraft, Auditor

SRI will have an Information Seminar about Tax Sales on October 18, 2016 at City Hall from 6:00 p.m. to 7:30 p.m.

Tax Sale is October 25, 2016.

#### **DEPARTMENT HEADS AND ELECTED OFFICIALS**

Mr. Jason Rogers, EMS Director, presented write-offs for September 2016 in the amount of \$388,580.49.

MOTION: Commissioner King made a motion to approve the write offs in the amount of \$388,580.49.

SECOND: Commissioner Riggan

MOTION PASSED UNANIMOUSLY

Mr. Jeff Arnold, Prosecutor, reported that their office had started a domestic violence unit which is a final piece of a 6 year program. Judge Vorhees volunteered to take all of the felony domestic cases into her court. This is a huge help toward the Prosecutors office and Delaware County. Vorhees will be working hand and hand with the Prosecutors office.

#### **MONTHLY/WEEKLY REPORTS**

MOTION: Commissioner King made a motion to approve claims in the amount of \$3,514,267.81.

SECOND: Commissioner Riggan

MOTION PASSED UNANIMOUSLY

#### **QUESTIONS, COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION**

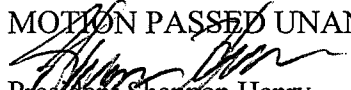
President Henry said flu shots will be available to employees on Monday, October 10 and Tuesday, October 11, 2016 at Delaware County Building.

**RECESS**

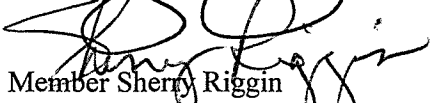
MOTION: Commissioner King made a motion to recess until October 17, 2016.

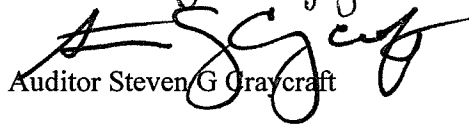
SECOND: Commissioner Riggin

MOTION PASSED UNANIMOUSLY

  
President Shannon Henry

  
Vice President James King

  
Member Sherry Riggin

  
Auditor Steven G Graycraft