

DELAWARE COUNTY COMMISSIONER'S MEETING  
Monday, October 1, 2018 @ 9:00 A.M.  
COMMISSIONER'S COURTROOM  
100 W. MAIN STREET.  
MUNCIE, IN 47305  
CALL TO ORDER  
PLEDGE TO FLAG

ROLL CALL

- Mr. Shannon Henry
- Mr. James King
- Ms. Sherry Riggin
- Mr. John Brooke, Attorney
- Mr. Steven G Craycraft, Auditor

APPROVAL OF MINUTES

- MOTION: Commissioner Riggin made a motion to approve September 17, 2018 minutes.
- SECOND: Commissioner Henry
- YEAS: Commissioner Riggin, Commissioner Henry, President King

PRESENTATIONS TO COMMISSIONERS

JUVENILE COURT SECURITY – JUDGE DOWLING

Judge Kim Dowling, Circuit 2, told the Commissioners that there is a problem with security at the Youth Opportunity Center. Court security is provided through the Sheriff's office and a metal detector is on location. Immediate action for safety is currently taking place by locking doors going to back hallways, new signage going up and vending machines are being removed. The metal detector is in need of being serviced (\$5,000) and/or replaced. Ms. Dowling recommended getting an x-ray machine (\$18,000 and \$22,000) for searches of bags, purses and backpacks. A new employee will be hired with credentials to run both machines and the employee will be paid by Youth Opportunity Center for one year. The names of companies and cost of a new metal detector and x-ray machine was provided to the Commissioners.

President King, Commissioner Henry and Commissioner Riggin all agreed that a metal detector and x-ray machine should immediately be purchased.

President King said monies could be used from EDIT under public safety for the purchase of a new detector and x-ray machine.

- MOTION: Commissioner Henry made a motion to purchase the new metal detector and x-ray machine.
- SECOND: Commissioner Riggin
- YEAS: Commissioner Riggin, Commissioner Henry, President King

**CONTRACTS OR AGREEMENTS FOR APPROVAL  
TRECS**

Mr. David Bottorft, TRECS, presented the tax refund and exchange compliance system step by step process. A full explanation of execution, determination, and how the debt information is provided to the clearinghouse was provided.

Mr. Ed Carroll, Treasurer, had reviewed the agreement.

Mr. John Brooke, County Attorney, reviewed the contract and all was in order.

MOTION: Commissioner Henry made a motion to approve the contract with TRECS agreement.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*Presentation available in the Auditor's office*

**BID ACCEPTANCE  
COUNTY BUILDING - WASHINGTON STREET PARKING ADJUSTMENTS / PRIDEMARK CONSTRUCTION,  
ALTERNATE "A" WILL BE INCLUDED**

Ms. Angie Moyer, Project Manager, said both agreements was reviewed by Flatline Resources. Flatline recommended Pridemark Construction. Mr. Charlie Walker, County Maintenance Supervisor, would like to include alternate "A".

MOTION: Commissioner Henry made a motion to approve bid by Pridemark Construction.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*Ms. Moyer will provide an update of Pridemark agreement once all signatures are received.*

Ms. Moyer said recommendation was Pridemark Construction, not to exceed \$54,275.

MOTION: Commissioner Henry made a motion to approve the agreement with Pridemark Construction, not to exceed \$54,275.

SECOND: Commissioner Riggan

YEAS: Commissioner Riggan, Commissioner Henry, President King

*Ms. Moyer will provide an update of Pridemark agreement once all signatures are received.*

*The engineers estimate is located in the Auditor's office.*

ENGINEER'S ESTIMATE					PRIDEMARK		I&W CONSTRUCTION		
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	MOB/DEMOS		1 LS	\$4,000.00	\$4,000.00	\$3,715.35	\$3,715.35	\$12,000.00	\$12,000.00
2	PERMITTING, BOARD OF WORKS (LANE/STREET CLOSURES)		1 LS	\$500.00	\$500.00	\$453.93	\$453.93	\$0.00	\$0.00
3	MAINTENANCE OF TRAFF		1 LS	\$1,500.00	\$1,500.00	\$1,940.41	\$1,940.41	\$2,000.00	\$2,000.00
4	PAVEMENT REMOVAL		414 SYS	\$28.00	\$11,592.00	\$13.59	\$5,627.02	\$27.00	\$11,178.00
5	COMMON EX. EXISTING TREE WELL SOIL		36 CYS	\$25.00	\$900.00	\$41.93	\$1,509.56	\$69.44	\$2,500.00
6	B BORROW, COMPACTED		24 CYS	\$30.00	\$720.00	\$33.45	\$803.11	\$62.50	\$1,500.00
7	8" PCCP PATCHING		190 SYS	\$66.00	\$12,540.00	\$52.06	\$9,891.81	\$90.00	\$17,100.00
8	2.5" HMA		21 TON	\$105.00	\$2,205.00	\$369.63	\$7,762.28	\$200.00	\$4,200.00
9	4" PCCP		118 SYS	\$50.00	\$5,900.00	\$55.58	\$6,558.03	\$72.00	\$8,496.00
10	RAMP TO LOWER LEVEL, PCCP		1 LS	\$6,500.00	\$6,500.00	\$2,942.06	\$2,942.06	\$8,000.00	\$8,000.00
11	CURB CONCRETE 6"		335 LFT	\$25.00	\$8,375.00	\$17.67	\$5,919.19	\$50.00	\$16,750.00
12	CONCRETE FLOW LINE		225 LFT	\$65.00	\$14,625.00	\$17.57	\$3,952.14	\$35.56	\$8,000.00
13	INDOT DEPRESSED CORNER CURB RAMP, MODIFIED		1 EA	\$2,500.00	\$2,500.00	\$2,599.69	\$2,599.69	\$3,000.00	\$3,000.00
14	NEENAH STRUCTURE, TYPE R-3333-A, CATCH BASIN FRAME, U		1 EA	\$2,500.00	\$2,500.00	\$1,081.95	\$1,081.95	\$1,000.00	\$1,000.00
15	INLET STRUCTURE, ADJUST TO GRADE		1 EA	\$1,000.00	\$1,000.00	\$254.87	\$254.87	\$500.00	\$500.00
16	TREE WELL SOIL MIX		12 CYS	\$95.00	\$1,140.00	\$113.48	\$1,334.84	\$100.00	\$1,000.00
17	MULCH		2 CYS	\$65.00	\$130.00	\$90.79	\$181.57	\$250.00	\$500.00
18	TREE 2" CALIPER, SILVER MAPLE, 20 GAL WATERING BAG		6 EA	\$300.00	\$1,800.00	\$544.72	\$2,723.61	\$600.00	\$3,000.00
19	CORE DRILL 4"		5 EA	\$130.00	\$650.00	\$68.39	\$341.93	\$100.00	\$500.00
					\$79,077.00		\$59,051.43		\$101,224.00
ADD ALTERNATE A									
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	PCCP, 8" (NEW PARKING AREA CUT IN)		180 SYS	\$72.00	\$12,960.00	\$54.39	\$9,790.59	\$120.00	\$21,600.00

ORIGINAL

10/1/2018

54,275-

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement is made this 1 day of October, 2018, by and between the Board of County Commissioners of Delaware County, Indiana ("Owner") and Pridemark Construction, Inc. ("Contractor"), for the project known as County Building - Washington Street on Street Parking Adjustment (the "Project"). Owner and Contractor agree as set forth below:

1. **THE WORK.** The intent of the Agreement is to provide for the construction and completion in every detail of the work described. Contractor shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the work generally described as follows, in a good and workmanlike manner and in accordance with the Contract Documents (as hereinafter defined) as necessary to produce the results intended by the Contract Documents (all hereinafter called the "Work"):

A. **SUPERVISION AND CONSTRUCTION PROCEDURES.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lesser and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **LABOR AND MATERIALS.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **SUBCONTRACTORS.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective contract sums. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner;

**DEPARTMENT HEADS AND ELECTED OFFICIALS**  
**REPORT ON GRIEVANCES FOR 911 CENTER / JOHN BROOKE**

Mr. John Brooke, County Attorney, provided written facts and findings for Ms. Brittany Roe (see below) of grievance filed.

MOTION: Commissioner Riggan made a motion to approve Mr. Brooke's recommendation of the grievance being denied for Ms. Roe.

SECOND: Commissioner Henry

YEAS: Commissioner Riggan, Commissioner Henry

ABSTAIN: President King

Mr. Brooke provided written facts and findings for two grievances filed by Ms. Julie Cline. Mr. Brooke's recommendation of both grievances is that they both are denied for Ms. Cline.

MOTION: Commissioner Riggan made a motion to approve Mr. Brooke's recommendation that both grievances be denied for Ms. Cline.

YEAS: Commissioner Riggan, Commissioner Henry

ABSTAIN: President King

Mr. Brooke will send copies to the Union Representatives and Mr. Paul Singleton, 911 Director.

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

*Delaware County Emergency  
Communications Center  
Grievance of:*

**Grievance # 2018-0006-E911**

**JULIE CLINE**

**FINDINGS OF FACT AND FINAL DETERMINATION**

COMES NOW the Delaware County Commissioners and, pursuant to the Agreement between employees of the Delaware County Emergency Communications Center, the U.A.W. Region 2-B, Local # 321, and the County Commissioners of Delaware County, dated April 9, 2018, hereby makes the following findings in the grievance filed by employee Julie Cline ("Grievant"):

1. The Union and Employer have agreed to an extension of time in which the Employer to provide a written decision in this matter.
2. On June 22, 2018, the Grievant handled a call from a woman stating that, while she was out, her husband, who was home alone, had contacted her asking for help.
3. Although the caller was unclear as to the actual nature of the problem, she conveyed to the Grievant that her husband had repeatedly asked her to "help me," but the caller was unable to get her husband to explain what was actually wrong.
4. The caller also stated that her husband had been throwing up, was a diabetic, and that he sounded terrible.

5. Finally, the caller stated that her husband had told her "I'm going to the bathroom," at which point the caller said she believed it sounded as though he had dropped the telephone.

6. After the caller requested for someone to check on her husband, the Grievant built the call as a "Check Welfare" with police responders only so that police could check on the caller's husband. The Grievant did not, however, dispatch EMS at that time because she was unsure of the actual problem and because of a caution note showing that the husband owns a firearm.

7. When dispatching the police to check on the caller's husband, the Grievant provided information to the responding officer regarding the location of a key to the caller's home, but the Grievant failed to relay any information regarding the distress that was reported by the caller from her husband.

8. Because the responding officer was unaware of the husband's reported physical distress, the officer knocked on the door and, after getting no response, left the home and was cleared from the call.

9. Approximately forty-five minutes later, the same caller again called in and requested medical assistance because, upon arriving at home, she found her husband unconscious and unresponsive.

10. At that time, EMS was dispatched to the caller's home and the caller's husband was ultimately taken to the hospital to receive proper medical attention.

IT IS THEREFORE DETERMINED BY THE BOARD OF COMMISSIONERS that:

A. While the Grievant handled the actual call, she failed to dispatch EMS to provide the caller's husband medical attention even though the husband was clearly in physical distress.

B. From the information provided by the caller during the first call, the Grievant should have recognized the need for medical attention and dispatched EMS, as well.

C. Because EMS was not initially dispatched by the Grievant during the first call, there was a fifty-one minute delay before the caller's husband received proper medical attention.

D. The Grievant's failure to recognize the need to dispatch EMS during the first call was unreasonable and clearly indicative of substandard job performance because a reasonable communication technician would have known to send medical personnel given the circumstances.

E. The Grievant was disciplined by Director Paul Singleton according to the applicable disciplinary policies and received a ten-day suspension without pay for her actions within the past 30 days.

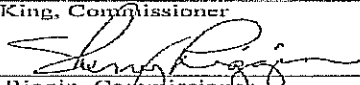
F. The Director's determination that the Grievant be suspended without pay for a period of ten days was reasonable under the circumstances.

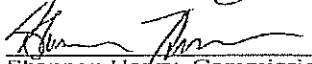
G. It is, therefore, the determination of the Board of Commissioners that the Grievant take nothing by way of her Grievance.

This Grievance is hereby DENIED.

Dated this 1st day of October, 2018.

\_\_\_\_\_  
 James King, Commissioner

  
 \_\_\_\_\_  
 Sherry Riggins, Commissioner

  
 \_\_\_\_\_  
 Shannon Herry, Commissioner



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

*Delaware County Emergency  
Communications Center  
Grievance of:*

**Grievance # 2018-0005-E911**

**JULIE CLINE**

**FINDINGS OF FACT AND FINAL DETERMINATION**

COMES NOW the Delaware County Commissioners and, pursuant to the Agreement between employees of the Delaware County Emergency Communications Center, the U.A.W. Region 2-B, Local # 321, and the County Commissioners of Delaware County, dated April 9, 2018, hereby makes the following findings in the grievance filed by employee Julie Cline ("Grievant"):

1. The Union and Employer have agreed to an extension of time in which the Employer to provide a written decision in this matter.
2. On July 6, 2018 at 10:10 AM, the Grievant handled a call from a woman stating that she was located at an address on County Road 900 North.
3. Upon receiving the address information, the Grievant did not request verification from the caller that the address was, in fact, located in Delaware County; however, the Grievant nevertheless entered the venue as Delaware County and dispatched Eaton EMS to the location.
4. Eaton EMS later indicated that they were unable to locate the address provided, at which time, the Grievant requested additional location information from the caller who then stated that she "lives in a brick house down a long lane."

5. With this additional information, Eaton EMS indicated that they were still unable to locate the address provided.

6. At that point, the Grievant requested that the caller verify the county in which the address was located and the caller ultimately reported that the address was in Henry County.

7. At 10:28 AM, after verifying the correct county information, the Grievant then contacted Henry County Dispatch and provided them with the caller's information so that appropriate EMS personnel could respond.

8. Henry County EMS ultimately arrived on scene at 10:49 AM, nearly forty minutes after the original call was placed.

9. It is standard operating procedure for communication technicians to verify the location of the caller as being in Delaware County.

10. During the call, the Grievant's Automatic Location Identifier screen showed that the caller's cell phone pinged off of a cell phone tower near County Road 800 South in the Cowan area just north of the Delaware County/Henry County border.

11. The Grievant admitted during the hearing that she failed to verify the caller's address information or utilize the tools at her disposal and that this failure resulted in a thirty-nine minute delay in the caller receiving the necessary response from EMS personnel.

12. In light of these admitted failures, the Grievant indicated that she has been poorly trained and, rather than discipline, the appropriate remedy is to provide the Grievant with additional training.

IT IS THEREFORE DETERMINED BY THE BOARD OF COMMISSIONERS that:

A. The Grievant received address information from the caller, but failed to verify address information prior to dispatching Eaton EMS.

B. The Grievant also failed to utilize the tools available to her which would have indicated that the caller was not calling from a location in northern Delaware County, but was, in fact, calling from a location in southern Delaware County.

C. Because of the Grievant's failure to verify the caller's correct location, there was a thirty-nine minute delay in the response to the caller's request for medical assistance.

D. The Grievant's failure to adhere to standard operating procedures by not verifying the caller's correct location was unreasonable and clearly indicative of substandard job performance.

E. The Grievant was disciplined by Director Paul Singleton according to the applicable disciplinary policies and, due to a separate failure by the Grievant to properly dispatch medical personnel which also resulted in disciplinary action, her employment was terminated.

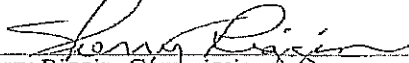
F. The Director's determination that the Grievant be terminated from her employment as a result of her actions was reasonable under the circumstances.

G. It is, therefore, the determination of the Board of Commissioners that the Grievant take nothing by way of her Grievance.

This Grievance is hereby DENIED.

Dated this 1st day of October, 2018.

James King, Commissioner

  
Sherry Riggan, Commissioner

  
Shannon Henry, Commissioner

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

*Delaware County Emergency  
Communications Center  
Grievance of Employee:*

Grievance # 2018-0007-E911

**BRITTANY ROE**

**FINDINGS OF FACT AND FINAL DETERMINATION**

COMES NOW the Delaware County Commissioners and, pursuant to the Agreement between employees of the Delaware County Emergency Communications Center, the U.A.W. Region 2-B, Local # 321, and the County Commissioners of Delaware County, dated April 9, 2018, hereby makes the following findings in the grievance filed by employee Brittany Roe ("Grievant"):

1. The Union and Employer have agreed to an extension of time in which the Employer to provide a written decision in this matter.
2. The Grievant was scheduled to work on July 27, 2018 from 2:20pm until 10:20pm; however, the Grievant called her employer at 10:43am to request sick leave stating she had a doctor's excuse due to an appointment with her physician that was scheduled to begin at the start of shift.
3. It later was brought to the attention of the Grievant's employer that the Grievant had, in fact, attended a social event during the time the Grievant was on sick leave and her doctor's appointment was actually scheduled for, and occurred at, 9:10am on July 27.

4. Upon learning this information, a pre-disciplinary meeting was scheduled with the Grievant, union representative Chris King, and Director Paul Singleton for August 1, 2018.

5. During the pre-disciplinary meeting, Director Singleton asked the Grievant directly for the time that her July 27 doctor's appointment was scheduled to which she responded that the appointment was scheduled for the same time her work shift was to begin and that she was at the appointment for several hours; thus, the sick leave was justified.

6. Director Singleton then explained to the Grievant that he had verified with her with physician's office staff that her appointment was actually scheduled for 9:10am and the Grievant ultimately admitted that she was finished with her doctor's appointment prior to the start of her work shift, but her physician had advised her to stay off of her foot.

7. Finally, during the pre-disciplinary meeting, the Grievant disclosed that she had previously been invited to a social event in Indianapolis occurring on July 27 and felt that, because she had a note from her physician excusing her from work, she was entitled to use sick leave for her entire day off.

8. In the disciplinary phase of the meeting, Director Singleton determined that the Grievant had engaged in dishonest and dishonest action, which is classified as a Group III Offense, and chose to suspend the Grievant for five (5) days without pay.

9. The Grievant appealed Director Singleton's decision to suspend the Grievant without pay to the Commissioners and a hearing was held during an executive session on Monday, September 3, 2018.

10. During the hearing, the Grievant admitted to using sick leave to attend a social event, but she believed the five day suspension without pay was excessive.

**MONTHLY/WEEKLY REPORTS**

Weights & Measures / Monthly Report

**PAYMENTS OF CLAIMS**

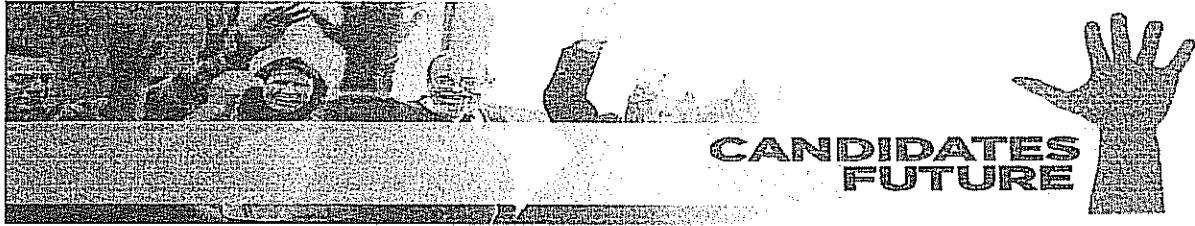
MOTION: Commissioner Riggin made a motion to approve claims in the amount of \$2,239,494.28.

SECOND: Commissioner Henry

YEAS: Commissioner Riggin, Commissioner Henry, President King

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

Mr. Mitch Isaacs, Shafer Leadership Director, presented Candidates Future.



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Facilitated by the Bowen Center for Public Affairs at Ball State University, this free workshop is rooted in the belief that everyday citizens can lead. This six-hour workshop is for anyone, regardless of political experience, who has an interest in running for local office and wants to learn more about the campaign process.

**IDEAL FOR:**

ANY citizen who has an interest in running for local office.

**PARTICIPANT TAKEAWAYS:**

- Discuss the factors that influence deciding to run
- Understand the campaign planning process
- Learn how to run a campaign
- Hear from state officials representing each of three "ballot access" parties
- Learn about key community organizations who are tackling Delaware County's most pressing issues
- Explore what to expect when serving in office

*Innovation Connector - Muncie*  
**SATURDAY**  
**NOVEMBER 10, 2018**  
 9:00 AM - 4:00 PM

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— Mahatma Gandhi

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[misaacs@shaferleadership.com](mailto:misaacs@shaferleadership.com)  
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**VECTREN**  
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**RECESS**

MOTION: Commissioner Riggan made a motion to recess until October 15, 2018.

SECOND: Commissioner Henry


YEAS: Commissioner Riggan, Commissioner Henry, President King



President King



Vice-President Riggan



Member, Sharon Henry



Auditor, Steven G Craycraft