

DELAWARE COUNTY COMMISSIONER'S MEETING
TUESDAY, FEBRUARY 4, 2019 @ 9:00 A.M.
COMMISSIONER'S COURTROOM
100 W. MAIN STREET
MUNCIE, IN 47305
CALL TO ORDER
PLEDGE TO FLAG-SHERIFF TONY SKINNER

ROLL CALL

Mr. Shannon Henry
Mr. James King
Ms. Sherry Riggan
Mr. John Brooke, Attorney
Mr. Steve Craycraft, Auditor

APPOINTMENTS

CITY AND COUNTY COUNCIL FOR PEOPLE WITH DISABILITIES

MOTION: Commissioner King made a motion to appoint Ms. Mary Whaley and Mr. Brian Preston to the board for City and County Council for People with Disabilities. This is an annual appointment.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

RDA BOARD

MOTION: Commissioner King made a motion to appoint Ms. Cortney Clark and Mr. John Brooke to the RDA Board (4-year appointments).

SECOND: Commissioner Henry

Mr. Brooke said the Commissioners have three appointments to the RDA Board.

Commissioner King amended his motion to add Mr. Brad Bookout as the third appointment.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King

NAYES: President Riggan

TABLED BUSINESS

Alliance for a Healthier Indiana remained tabled.

East Central Indiana Small Business Development Center remained tabled.

INMATE MENTAL HEALTH SERVICES

MOTION: Commissioner King made a motion to remove Inmate Mental Health Services from the table.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

MOTION: Commissioner King made a motion to approve Inmate Mental Health Services.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggan

AGREEMENT FOR INMATE MENTAL HEALTH SERVICES

This Inmate Mental Health Services Agreement ("Agreement") is entered into, effective as of the 1st day of January, 2019, by and between Dr. Bobby Hatfield, Jr., HSPP ("Contractor") and the County of Delaware, Indiana by and through the Delaware County Sheriff's Office ("Sheriff");

ORIGINAL

WITNESSETH:

WHEREAS the Sheriff is charged by law with the responsibility for administering, managing, and supervising the mental health care delivery to inmates at the Delaware County Jail ("Jail"); and

WHEREAS the Sheriff wishes to provide for the delivery of quality mental health care to inmates in the Jail in accordance with applicable laws; and

WHEREAS the Sheriff desires to enter into a mental health services agreement with Contractor to promote this objective; and

WHEREAS Contractor has the expertise and qualifications to enter into this Agreement;

NOW THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Mental Health Services: Contractor will provide twenty-four (24) hour on-call services and seven (7) hours per week on-site services, for inmates experiencing suicidal crisis, psychosis, or an emotional/cognitive disorder. The scope of services provided to the inmate population shall include, but not be limited to, the following:

- (1) Suicide/Crisis intervention, referral and/or commitment for inmates who require more intensive care than available at the Jail;
- (2) Regular group and/or individual counseling sessions as appropriate;
- (3) Individual treatment plans, regularly updated, for inmates requiring on-going monitoring and/or care;
- (4) Psychological evaluation of inmates exhibiting unusual or bizarre behavior;

- (5) Monitoring of inmates receiving psychotropic medication;
- (6) Work with the primary care physician to development policies and procedures for distribution of psychotropic medication to maximize the potential for safety and compliance;
- (7) Thorough documentation and maintenance of logs, reports, and delivery of service in the health record;
 - (8) Provide consultation and direction on policy and procedures, regarding inmate mental health care, to ensure relevant policies meet or exceed NCCHC (National Commission on Correctional Health Care), ACA (American Correctional Association) and the Indiana State Jail Standards. The Sheriff's Office reserves the right to approve policies and procedures of the Contractor.
- (9) The scope of services governed by the Contractor shall comply with NCCHC, ACA, and any Indiana State Jail Standards, Federal law, statute, or regulation.
- (10) **Children's Counseling Group:** This group will focus on activities and counseling/assessment **services for children** of incarcerated parents. This group will attempt to not only address the emotional issues/needs of the child but also attempt to address the emotional needs of the family. This group will meet a minimum of once a week.

HIPPA Compliance: All medical/mental health records shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and any other applicable state or federal privacy statute or regulation. All records shall **remain** property of the Sheriff.

Services to Department: Services provided to the department shall include, but not be limited to the following:

- (1) Clinical evaluations by the Contractor who will administer, or cause to be administered the Minnesota Multiphasic Personality Inventory-2 (MMPI-2) and/or such other tests the Contractor deems appropriate for Deputy, Correctional, and/or Reserve applicants and promotional candidates. The Contractor shall interpret the tests administered and submit an

opinion in writing to the Sheriff of those candidates who participate in the evaluation.

- (2) Provide appropriate mental health and suicide risk training as necessary for Deputies and Correctional Staff;
- (3) Contractor shall be a participating member of the facilities emergency response team that participates in post-trauma incident debriefings and counseling services for all Department Staff.
- (4) Contractor shall take all reasonable steps to assist with obtaining Accreditation (NCCHC, ACA) if so pursued by the Sheriff. The Sheriff shall be responsible for all accreditation fees.
- (5) Staff Wellness Group: This group will focus on the social and emotional well-being of correctional staff. This group will meet a minimum of 1/month.

The Sheriff's Office reserves the right to review any inmate complaint or grievance and review Contractor's actions.

Institutional Responsibilities. The County understands that adequate security services are necessary for the safety of all agents, employees and contractors, as well as the security of the inmate population. The Sheriff shall provide security sufficient to enable all agents and/or contracted employees to provide health care services in a safe and secure environment. A Complete set of Policies and Procedures shall be maintained in the medical unit and copies shall be provided to all contracting agents. The Sheriff's Office shall provide the Contractor with office space, consultation rooms, office equipment, supplies, and utilities, to enable the Contractor to perform the obligations and duties under this Agreement.

The contractor shall remain licensed with the State of Indiana as a Clinical Psychologist and Mental Health Services Provider in Psychology. Any lapse or suspension shall result in immediate termination.

Continued employment or retention of shall be subject to approval of the Sheriff. The Sheriff reserves the right to prohibit any of the Contractor's employees

and/or independent contractors from performing service with regard to this Agreement.

All personnel shall pass a background investigation conducted by the Sheriff's Department for initial and/or continued employment. All personnel performing on-site services may be required to undergo a pre-employment urine drug screen.

All personnel shall comply with current and future federal, state, and local laws and regulations, court orders, administrative directives, institutional directives, ACA standards, NCHC standards, and policies and procedures of the Sheriff's Office and Jail.

Indemnification. Contractor shall indemnify and hold harmless and provide a defense for the County of Delaware, Indiana, its elected officials, agents and the Delaware County Sheriff's Office and their officials, agents, and employees from and against all claims, demands, actions, lawsuits, damages, losses, expenses, or liabilities of any kind, including reasonable attorney's fees, arising out of or resulting from the performance of the program of Mental health care services described herein, provided that such claim, demand; action lawsuit damage, loss, expense, or liability is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and a loss of use resulting there from, or the loss of tangible property which has not been physically injured or destroyed, and is proximately caused by an act or omission of the Contractor, or anyone directly or indirectly employed by them are liable.

The Sheriff's Office and Contractor expressly agree that the Contractor shall not be liable for any loss or damage proximately caused by the intentional acts, willful misconduct, or negligence of the County of Delaware, Indiana, the Sheriff's Office, or any of their agents and employees. Contractor expressly disclaims or assumes no liability for any such loss or damage.

Insurance. At all times during the term of this Agreement or any renewals thereof, the Contractor shall maintain, at his own expense, General, Professional, and Civil Rights Liability coverage. Certificates of insurance documenting coverage shall be provided by the Contractor to Delaware County within thirty (30) days of the execution of this contract.

Term. The term of this AGREEMENT shall be from January 1, 2019 at 12:01 a.m.

through December 31, 2019 at 11:59 p.m.

Compensation. The Sheriff's Office shall pay the Contractor the sum of Seventy-Five Thousand Dollars (\$75,000.00) annually, payable in equal monthly installments of Six Thousand Two Hundred and Fifty Dollars (\$6,250.00) each. The Sheriff's Office shall use its best efforts to assure that such payments are made to Contractor on or before the 10th day of each month. Future adjustments to compensation that are mutually agreed upon by the Sheriff and the Contractor, will be addressed by an agreement addendum.

The Sheriff's Office shall pay for the cost of all testing materials required to administer clinical examinations for all department personnel as set forth under; Services to Department, Section 1. The Contractor will be required to submit a valid invoice for such materials to the Sheriff's Office for reimbursement.

Termination of Agreement. The Sheriff's Office or the Contractor may terminate this Agreement with or without cause at any time during the term of this Agreement by providing thirty (30) days written notice to the other party.

Transfer of Inmate Care. Upon termination of this Agreement, responsibility for providing mental health services to all inmates will be transferred from the Contractor to the Sheriff's Office. At least twenty-one (21) days prior to the termination of this Agreement, the Contractor shall provide all records and documents to the Sheriff's Office to allow the Sheriff's Office to prepare to provide mental health services to said inmates.

Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and assigns subject to the limitations upon assignment contained within this Agreement.

Authority. Each party hereto represents and warrants for itself that the person executing this Agreement on behalf of such party is duly authorized and empowered to execute this Agreement, and it represents the legal, valid, and binding Agreement of such party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their representative, each of whom is duly authorized to execute the same. The Sheriff's Office and the Contractor have

APPROVAL OF MINUTES

MOTION: Commissioner King made a motion to approve minutes for January 22, 2019.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

PRESENTATIONS TO COMMISSIONERS

Mr. Barry Ritter, Ritter Strategic Services, provided an update regarding 911.

Mr. Brooke will reach out to City of Muncie by sending a letter concerning further talks about the future of the 911 Center.

Mr. Ron Quakenbush, Yorktown, Indiana, said there was no joint communication system until 1980's. Mr. Jim Carey, former Mayor, along with county/city elected officials provided research of a joint communication venture and spent a lot of time on the manner.

CONTRACTS OR AGREEMENTS FOR APPROVAL

Request for Quotations for Delaware County Bridge #63 / Angie Moyer

Ms. Angie Moyer, Project Manager, said two bids received for Bridge #63, County Road 850 West over Killbuck Creek, Delaware County, Indiana. The scope of work is attached (see below).

Mr. John Brooke, County Attorney, opened bids from R.A. Myer Construction Company, Muncie, Indiana, \$107,462.70, alternate \$114,462.70 and Hoosier Pride Excavating, Inc., Springport, Indiana \$66,100, alternate \$8,778.

MOTION: Commissioner King made a motion to take bids under advisement until February 19, 2019.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

SHERIFFS CONTRACT

MOTION: Commissioner King made a motion to table the Sheriffs contract.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

ORDINANCES FOR SECOND READING

Delaware County Commissioners Ordinance for Juvenile Court Family Recovery Court
(Court Reform Grant) Ordinance No. 2019-003

MOTION: Commissioner Henry made a motion to approve the second reading of Ordinance No. 2019-003
Delaware County Commissioners Ordinance for Juvenile Court Family Recovery Court (Court Reform Grant).

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin

DELAWARE COUNTY COMMISSIONERS
ORDINANCE FOR JUVENILE COURT FAMILY RECOVERY COURT (COURT REFORM
GRANT)

WHEREAS, the Delaware County Juvenile Court is implementing a Family Recovery Court; and

WHEREAS, the Delaware County Juvenile Court is being awarded funds to implement this program; and

WHEREAS, the Board of Commissioners is supportive of the Delaware Juvenile Court Family Recovery Court receiving these funds and needs to set up a separate fund for the deposit and use of the funds by the Delaware County Juvenile Court.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

1. A Separate fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Delaware County Juvenile Court Family Recovery Court as awarded by the State of Indiana for the Court Reform Grant.
2. Said funds shall reimburse expenses spent and shall be used by the Delaware County Juvenile Court, without appropriation, as per specified by the Delaware County Juvenile Judge.

Passed and adopted by the Board of Commissioners on the 4 day of February, 2019.


BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA



Sherry Riggins, President




Shannon Henry, Vice President



James King, Member

ATTEST:



Steven Craycraft, Delaware County Auditor

RDA BOARD-rescind

Mr. Brooke said according to State statute, appointments are four-year terms. The appointments made earlier in the meeting should be rescinded because they are not expired.

MOTION: Commissioner King made a motion to rescind the RDA Board appointments for Mr. Brad Bookout, Ms. Cortney Clark and Mr. John Brooke.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

RESOLUTIONS

BOARD OF COMMISSIONERS OF DELAWARE COUNTY

RESOLUTION 2019-002

MOTION: Commissioner King made a motion to table Resolution 2019-002, A Resolution Approving a Fixed Amount of Compensation Contract with the Sheriff of Delaware County, Indiana.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

2018 Year-End Report / Brad Bookout

Mr. Brad Bookout, presented 2018 year-end report.

Presentation available by contacting Brad Bookout at bbookout@ecirpd.org

MONTHLY/WEEKLY REPORTS

QUESTIONS, PUBLIC COMMENTS, ANSWERS, OTHER BUSINESS & DISCUSSION

Mr. Ron Quakenbush said Mr. Bookout made a great year-end presentation at today's meeting.

Mr. Bookout had reached out to a development entity that had brought business into Madison County. During the process, Mr. Bookout went onsite to the Indianapolis Company about Delaware County to sell the site of "Delco Battery". During the presentation the mention of "Borg Warner" site was brought up. That property is in the City of Muncie, so Mr. Bookout humbly had to back away from the project. Mr. Quakenbush said if Mr. Bookout had not made the first contact with Madison County, this project would have not taken place.

DEPARTMENT HEADS AND ELECTED OFFICIALS

President Riggin said Ms. Marta Moody, Plan Commission Director, was paying to have unground drains certified.

Mr. Tom Borchers, Surveyor, said placing it on GIS is a work in progress. County drains have been underground for over 100 years and have moved somewhat within the area, GIS is currently working on this with 800 miles of regulated drainage.

Commissioner Riggin asked who is responsible for the cornstalks under the culverts.

Mr. Borchers said if it is a county regulated drain, the Surveyors office tries to take care of them. Culverts under the driveway are property owners' responsibility. Surveyors cannot go onto private property.

MONTHLY/WEEKLY REPORTS

PAYMENTS OF CLAIMS

MOTION: Commissioner King made a motion to approve claims in the amount of \$1,339,423.70.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner King, President Riggin

Mr. Bookout requested that an agreement with IDEM (see below) be allowed to be added to the agenda for a signature from President Riggin. Mr. Joe Rhetts, County Attorney has reviewed the contract with IDEM to allow \$12,000 to be funded for a Brownfield project.

MOTION: Commissioner Henry made a motion to approve the Brownfield document.

SECOND: Commissioner King

YEAS: Commissioner Henry, Commissioner King, President Riggin



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Piggott
Commissioner

STATE OF INDIANA) SS: BEFORE THE INDIANA DEPARTMENT OF
)
COUNTY OF MARION) ENVIRONMENTAL MANAGEMENT

COMMISSIONER OF THE DEPARTMENT)
OF ENVIRONMENTAL MANAGEMENT,)
)
Complainant,)

v.

Case No. 2017-24700-H

LAL ACQUISITION, INC.,)
)
Respondent.)

AGREED ORDER

Complainant and Respondent desire to settle and compromise this action without hearing or adjudication of any issue of fact or law, and consent to the entry of the following Findings of Fact and Order. Pursuant to IC 13-30-3-3, entry into the terms of this Agreed Order does not constitute an admission of any violation contained herein. Respondent's entry into this Agreed Order shall not constitute a waiver of any defense, legal or equitable, which Respondent may have in any future administrative or judicial proceeding, except a proceeding to enforce this order.

I. FINDINGS OF FACT

1. Complainant is the Commissioner ("Complainant") of the Indiana Department of Environmental Management ("IDEM"), a department of the State of Indiana created by Indiana Code ("IC") 13-13-1-1.
2. Respondent is LAL Acquisition, Inc. ("Respondent"), which owns/operates the facility with United States Environmental Protection Agency ("EPA") ID No. IND 006 419 022 located at 9501 South Center Road, in Muncie, Delaware County, Indiana ("Site").
3. IDEM has jurisdiction over the parties and the subject matter of this action.
4. Pursuant to IC 13-30-3-3, IDEM issued a Notice of Violation ("NOV") to:



Mr. Todd E. Hunt, President and Registered Agent
LAL Acquisition, Inc.
9501 South Center Road
Muncie, IN 47302-9443

5. Respondent notified EPA of Small Quantity Hazardous Waste Generator (SQG) activities.
6. Respondent specializes in designing, engineering, and customizing aerial lifts.
7. 329 Indiana Administrative Code ("IAC") 3.1 incorporates certain federal hazardous waste management requirements found in 40 Code of Federal Regulations ("CFR") Parts 260 through 270 and Part 273, including those identified below.
8. During an investigation including an inspection conducted on April 28, 2017 by a representative of IDEM, the following violations were found:
 - a. Pursuant to 40 CFR 262.11, a person who generates a solid waste must determine if that waste is hazardous.

As noted during the inspection, Respondent did not make hazardous waste determinations on the wash water generated from cleaning metal parts prior to painting and the solvent contaminated wipes, which both are solid wastes generated by Respondent.

Since a waste determination had not been previously conducted on the wash water, IDEM requested a waste determination in a letter dated May 15, 2017. Based on Respondent's submittal dated June 14, 2017, the wash water was found to be non-hazardous.

Respondent did not make a proper waste determination for the solvent-contaminated wipes (F003, F005, D001). The solvent-contaminated wipes were being air dried and disposed of as a solid waste. Drying solvent-contaminated wipes is considered treatment of hazardous waste. These solvent-contaminated wipes may be managed accordance with the exclusion found at 40 CFR 261.4(b)(18), provided the required conditions are met; or, the wipes must be managed as a hazardous waste.

- b. Pursuant to 40 CFR 262.34(a)(4) referencing 40 CFR 265.31, facilities must be maintained and operated to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment.

As noted during the inspection, Respondent failed to properly manage the solvent-contaminated wipes (F003, F005, D001) to minimize a release to the environment. The solvent-containing wipes were allowed to be air dried prior to disposal.

- c. Pursuant to 40 CFR 262.34(c)(1)(ii), a generator may accumulate as much as 55 gallons of hazardous waste in containers at or near the point of generation without a permit and without complying with 40 CFR 262.34(a), provided that the containers are marked with either the words "Hazardous Waste" or with other words describing the contents.

As noted during the inspection, Respondent accumulated hazardous waste (F003, F005, D001) in containers at or near the point of generation, outside the paint room without a permit and did not properly mark satellite accumulation containers with either the words "Hazardous Waste" or with other words describing the contents.

- d. Pursuant to 40 CFR 262.34(d)(2) referencing 40 CFR 265.173(a), a container holding hazardous waste must always be closed during storage, except when it is necessary to add or remove waste.

As noted during the inspection, Respondent did not store a container of hazardous waste closed. Specifically, one (1) fifty-five (55) gallon drum of solvent-contaminated wipes (F003, F005, D001) was stored open outside the paint room. The container was closed during the inspection.

- e. Pursuant to 40 CFR 262.34(c)(2), a generator who accumulates either hazardous waste or acutely hazardous waste listed in §261.31 or §261.33(e) in excess amounts listed in paragraph (c)(1) of this section at or near the point of generation must, with respect to that amount of excess waste, comply within three days with paragraph (a) of this section or other applicable provisions of this chapter. During the three day period the generator must continue to comply with paragraphs (c)(1)(i) and (ii) of this section. The generator must mark the container holding the excess amount accumulation of hazardous waste with the date the excess amount began accumulating.

As noted during the inspection, Respondent accumulated an excess of fifty-five (55) gallons of hazardous waste (F003, F005, D001) at the liquid paint booth satellite location. The excess accumulated amount was not marked with the date the excess began accumulating or marked or labeled with the words "Hazardous Waste" or with other words that identify the contents of the containers. The excess amount had been accumulating for approximately 2 days at the time of the inspection.

- f. Pursuant to 40 CFR 262.34(d)(5)(ii), the generator must post the following information next to the telephone: (1) the name and phone number of the emergency coordinator; (2) location of fire extinguishers and spill control material and if present, fire alarm; (3) the telephone number of the fire department, unless the facility has a direct alarm.

As noted during the inspection, Respondent failed to post the required information.

Mr. Perry Evans gave special thanks to Mr. Bookout on the presentation about the happenings within Delaware County.

Mr. Evans asked for amendments regarding the set-backs from building to building/structure to structure on Ordinance 2019-002, to Amend the Text of the Delaware County Comprehensive Zoning Regarding Confined Feeding Operations and Concentrated Animal Feeding Operations.

Ms. Kathy Chambers discussed concerns regarding Ordinance 2019-002, to Amend the Text of the Delaware County Comprehensive Zoning Regarding Confined Feeding Operations and Concentrated Animal Feeding Operations. Ms. Chambers asked that the Commissioners work together with them regarding amendments.

Commissioner King said any ordinance can always be amended, however, now there is an ordinance in place that has been approved.

Commissioner King and Commissioner Henry both received emails from the farming community and concern that the Commissioners were putting animal farming out of business and setbacks were too far.

Commissioner Henry said he is not interested in amending Ordinance 2019-002, to Amend the Text of the Delaware County Comprehensive Zoning Regarding Confined Feeding Operations and Concentrated Animal Feeding Operations.

Ms. Chambers asked if this is a possibility to amend the ordinance.

Mr. Brooke said the process would go thru the Plan Commission for consideration, a public hearing would be then be held, after the vote from Plan Commission, if approved would come before the Commissioners.

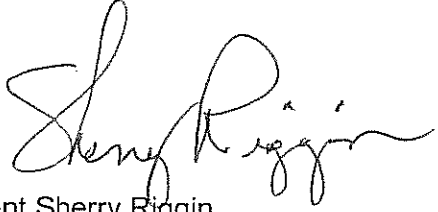
Mr. Robert Rey asked that rules be adopted to help the citizens of Delaware County

RECESS

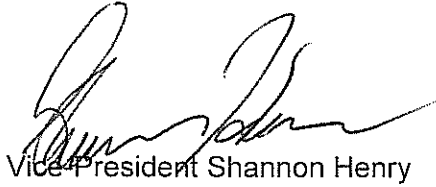
MOTION: Commissioner King made a motion to recess until February 19, 2019.

SECOND: Commissioner Henry

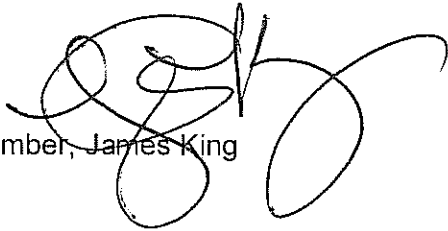
YEAS: Commissioner Henry, Commissioner King, President Riggin



President Sherry Riggin



Vice President Shannon Henry



Member, James King



Auditor, Steven G Craycraft