CITY OF BRAZIL

Ann Bradshaw, Mayor
Karen McQueen, Clerk-Treasurer

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September 8, 2009

A Meeting for the Brazil Common Council was held on September 8, 2009 at 7:00 p.m. in the Council Chambers of the Brazil City Hall. Mayor Ann Bradshaw called the meeting to order at 7:14 p.m.

Council Members Present: William Lovett, Sam Glover, Patricia Heffner, Brad Deal, and Steve Lamb. Also Present: Mayor Ann Bradshaw, City Attorney Robert Pell, and Clerk-Treasurer Karen McQueen.

Minutes of Previous Meeting: Sam Glover made a motion to approve previous minutes for August 12, 2009, seconded by William Lovett, passed 5-0.

Audience Comments:

1.) A Brazil City Resident commented that a Trailer on North Vandalia Street has a garage packed full of stuff/junk and needs cleaned up. It was decided by council members that property needs to be brought to the attention at the next BOW meeting so that it can be assessed and cleaned up if needed.

Mayor's Comments: None

Old Business: None

New Business:

1.) An Ordinance to create New Requirements and fee Structure for hauled wastewater was introduced and discussed. Steve Lamb made a motion to table until October Council Meeting, seconded by William Lovett. Passed 3-2. Nays by Brad Deal and Sam Glover.

2.) An option Purchase Agreement for 1.69 acres by I-70 for the purpose of putting up a water tower was discussed. Steve Lamb made a motion to approve the BOW actions seconded by Sam Glover. Passed 5-0.

3.) Rental Property and the potential for the City to start charging rental owners to have their properties inspected was discussed. All council members decided that they did not wish to pursue inspections of rental properties. Steve Lamb made motion to deny inspections of rental properties, seconded by Patricia Heffner, passed 5-0.

4.) Ordinance #8 for a stop sign at Ridge Street and Lambert Street was discussed. Wanda Raybould was present at meeting with a petition from neighbors in favor of added stop sign at location. It was also mentioned that there is need for the curbs to be painted yellow. A motion to suspend the rules and pass on the first reading was made by William Lovett and seconded by Brad Deal. Passed 4-1. Nay was by Steve Lamb. Sam Glover then made a motion to pass stop sign Ordinance #8, seconded by William Lovett. Passed 4-1. Nay by Steve Lamb.

5.) A Public Hearing for the 2010 Budget was opened up at 7:49 p.m. With no questions or concerns by public/audience. Public Hearing was then closed at 7:51 p.m.

6.) A Discussion to raise Sanitation Rates was discussed. Current rates are at $10.50. William Lovett proposed raising rates to $15.00, Patricia Heffner Proposed charging a fee of $10.00 each time there is heavy trash pick-up. All Council members agreed that Sanitation rates would need to be raised a $1.50 to cover new tipping fees and expenses for the sanitation department. Steve Lamb made a motion to approve City Attorney Robert Pell writing an ordinance for a raise in Sanitation rates at $1.50, seconded by Patricia Heffner, passed 3-2. Nays by Brad Deal and Sam Glover.

Future Agenda Items:

Animal Ordinance to be discussed at next meeting.

Adjournment: A motion to adjourn meeting was made by Sam Glover and seconded by Brad Deal. Passed 5-0. Meeting adjourned at 8:15 p.m.

x Karen McQueen

Karen McQueen, Clerk-Treasurer

Brad Deal • Sam Glover • Patricia Heffner • William Lovett • Steve Lamb
Council Members

BRAZIL COUNCIL MEETING SEPTEMBER 8,2009

BRAZIL COLLECTION DEPT. AUG. 11,2009 – SEPT. 8,2009

SEWERS JETTED:

HENDRIX & COLFAX
HOLLY HILL
JETTED ALL SANITARY MAINS IN EDGEWOOD
DOUBLE N DINER

1. DUG-OUT AND REPAIRED SANITARY SEWER AT HENDRIX ST. AND COLFAX. 10FT DEEP REPAIRED 8 FT. OF PIPE.
2. 624 SO. GRANT HELPED BRAD REPLACE SEWER TO TAP
3. REPAIRED CATCH BASIN'S AT WARREN & JSCKSON AND SOUTH WALNUT SOUTH OF JASKSON ST.
4. JETTED DOUBLE N DINER, THIS LINE FULL OF GREASE
5. CONCRETED HOLE IN SIDEWALK IN FRONT OF CITY HALL, CLEANED UP WEEDS.
6. POURED 1 YARD OF CONCRETE AT SPEEDWAY
7. POURED 3 YARDS OF CONCRETE AT 310 McDONALD AND HENDRIX AND COLFAX.
8. POURED CONCRETE AND REPAIRED CAVE-IN ON POUGES RUN TUNNEL AT MAPLE AND FRANKLIN.
9. REPAIRED STORM SEWER AT 1041 N. INDIANA.
10. DUG-OUT FORCEMAIN AND WATER MAIN AT 500 NORTH AND 59.

LINE OOCATIONS 147

JERRY & TERRY ROBISON COLLECTION SUPERVISORS

PUMPING DEPT.
AUGUST 2009

TRANSDUCER AT MAIN PUMPING STATION OUT OF ORDER NEW ONE PUT IN BUY B.L. ANDERSON (NO CHARGE UNDER WARRENTY)
I AM GOING TO ORDER ONE FOR A BACK-UP IN CASE WE WOULD HAVE A FAULURE ON THE WEEK-END.....

GENERAL MAINT. & MOWING OF LIFT STATIONS

MIKE BEMIS PUMPING SUPERVISOR

W.W.T.P.
AUGUST 2009
CHECKING ON SIGN , BOTTLES, & PIPING GETTING READY FOR SEPTIC HAULERS.....GENERAL MAINT. & MOWING
RON HAYES
W.W.T.P. SUPERVISOR

W.W.T.P. LAB.
AUGUST 2009
SUMMARY FOR THE MONTH AUGUST

BOD5.....96.6%
SUSP. SOLIDS.....96.7%
AMMONIA.....99.8%

TOTAL MONTHLY FLOW 24.7 MILLION GALLONS
35% CAPACITY.....NO OVERFLOWS...2.5 IN RAIN

PERMIT RENEWAL FOR LAND APPLICATION FINISHED AND SENT TO IDEM

PERMIT RENEWAL FOR W.W.T.P. JUST ABOUT READY WAITING FOR INFO FROM BRIAN.....

INSPECTED SOME RESTURANTS...DOUBLE N DINER HAVING A GREASE PROBLEM I WILL BE RETURNING THIS THURSDAY FOR AN APPOINTMENT WITH OWNER.....

SHIRLEY JOLLY
W.W.T.P. LAB & PRE-TREATMENT SUPERVISOR

CITY OF BRAZIL, INDIANA
ORDINANCE NO. 8 -2009

AN ORDINANCE AMENDING §50.29 OF CHAPTER 50, TITLE V. OF THE BRAZIL CODE OF ORDINANCES TO CREATE NEW REQUIREMENTS AND FEE STRUCTURE FOR HAULED WASTEWATER

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BRAZIL, INDIANA.

SECTION ONE
Hauled Wastewater

Section 50.29 of Chapter 50, Title V. of the Brazil Code of Ordinances be and hereby is amended to create requirements and fees for the disposal of hauled wastewater at the City's wastewater treatment plant and is to read as follows:

§50.29 HAULED WASTEWATER

29.1 Septic tank waste may be introduced into the POTW by state-permitted and licensed commercial waste haulers only at locations designated by the Superintendent, and at such times as are established by the Superintendent. Such waste shall not violate § 51.05 (Prohibited Discharges) of the sewer use ordinance or any other requirements established by the City. The Superintendent may require septic tank waste haulers to obtain wastewater discharge permits. The Superintendent may collect samples of each hauled load to ensure compliance with applicable standards.

29.2 Commercial and Industrial waste haulers may discharge loads only at locations designated by the Superintendent. No load may be discharged without prior consent of the Superintendent. The Superintendent shall require the commercial and industrial waste hauler to provide a waste analysis of any load prior to discharge. The Superintendent may collect samples of each hauled load to ensure compliance with applicable standards.

29.4 A Waste Profile Sheet/Manifest of Destination shall be submitted with each septic, commercial, or industrial tank discharge.

29.5 The charge for acceptance and treatment of septage shall be $0.05 per gallon.

SECTION TWO
Time of Effect

This Ordinance shall be in full force and effect from and after its passage, when it is signed by the presiding officer, approval by the Mayor, and publication as required by law.

SECTION THREE
Repeal of Conflicting Ordinances

All ordinance, or any parts thereof, previously enacted which are in conflict with this Ordinance are hereby specifically repealed.

ORDAINED AND ESTABLISHED by the Common Council of the City of Brazil, Indiana, this _____ day of _____, 2009.

_____
Mayor and Presiding Officer of the Common Council of the City of Brazil, Indiana

ATTEST:

_____
Clerk-Treasurer of the City of Brazil, Indiana

MEMBERS OF THE COMMON COUNCIL

AYES:	**NAYS:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Presented by me to the Mayor of the City of Brazil, Indiana for her approval and signature on this _____ day of _____, 2009.

_____
Clerk-Treasurer of the City of Brazil, Indiana

Approved and signed by me on the _____ day of _____, 2009 at the hour of _____ o'clock ___.M.

_____
A. Ann Bradshaw, Mayor of the City of Brazil, Indiana

STATE OF INDIANA
COUNTY OF CLAY

OPTION/PURCHASE AGREEMENT

This Option/Purchase Agreement ("Agreement") is made and entered into by and between Betty Kay Marshall and Lita Mae Vitz, (hereinafter referred to as "Seller"), both of Clay County Indiana, and the City of Brazil, Clay County, Indiana (hereinafter referred to as "Buyer").

WITNESSETH:

1. **Grant of Option.** For and in consideration of the deposit of Ten Dollars ($10.00) (hereinafter referred to as "Option Money") with Seller, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller does hereby give and grant to Buyer, its successors and assigns, the exclusive continuing option and right to buy (hereinafter referred to as "Option"), upon the terms and conditions hereinafter set out, that certain real property located in the Northwest ¼ of the Southeast ¼ of Section 24, T12 North, Range 6 West in Clay County Indiana, as shown on Attachment A containing approximately 1.69 acres (hereinafter referred to as "Optioned Parcel"), together with all of Seller's right, title and interest in and to said property. An exact legal description of the Optioned Parcel will be determined based on a survey.

2. **Term of Option.** The time within which the Option may be exercised shall commence on the Effective Date and, unless extended as herein provided, shall expire at midnight on the date that is six (6) months following the Effective Date (hereinafter referred to as the "Initial Term").

3. **Purchase Price.** If Buyer exercises the Option to acquire the Optioned Parcel, the purchase price to be paid by Buyer to Seller for the Optioned Parcel shall be the Twenty-five thousand Dollars ($ 25,000.00). The number of acres is to be certified to by the surveyor providing the Survey pursuant to Paragraph 4 hereof. The purchase price, less deductions for credits, deductions and pro rations as herein provided, shall be paid at Closing by cashier's check or wire transfer of federal funds on the day of Closing.

4. **Survey.** Buyer shall, within one (1) month after the Effective Date, cause an onsite survey ("Survey") of the Optioned Parcel to be made by a registered engineer and/or land surveyor in the State of Indiana and delivered to Seller and Seller's counsel. The survey shall be certified to Seller and Buyer and shall be sufficient to permit a title insurance company to delete the standard preprinted exceptions for matters of survey. The Buyer, the surveyor and all persons authorized by either of them shall have the right to enter upon the Optioned Parcel for purposes related to the Survey and any desired engineering

tests. Buyer shall require the surveyor to locate any and all easements set forth in the title binder obtained by Buyer as affecting or benefiting the Optioned Parcel and to identify same by reference to appropriate recording information. Buyer shall also require the surveyor to certify to Seller and Buyer on the Survey the total number of square feet in the Optioned Parcel. The cost of the survey shall be borne by Buyer.

5. **Closing.** If Buyer exercises its Option, the sale with respect to the Optioned Parcel shall be closed within thirty (30) days after such exercise. At Closing, Seller shall execute and deliver to Buyer a general warranty deed conveying to Buyer a good and merchantable, indefeasible fee simple title in and to the Optioned Parcel, subject only to easements, restrictions and reservations of record as of the Effective Date of this Agreement.

6. **Notice.** Any notice permitted or required to be given hereunder, including without limitation notice of exercise of the Option, shall be made in writing sent to the receiving party at the address set forth below by Certified Mail, return receipt requested, and shall be deemed given by either party to the other when the same is deposited in the United States Mail as Certified, return receipt requested with postage prepaid sufficient to deliver to its addressed destination whether or not the receiving party receives the same.

7. **Effective Date.** The "Effective Date" of this Agreement shall be the last date of full execution by both Seller and Buyer as set forth herein below.

8. **Counterparts.** This Agreement is being executed in four (4) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, this _____ day of _____, 2009.

Seller:

_____ (Seal)
Lita Mae Vitz

_____ (Seal)
Betty Kay Marshall

Buyer:

_____ (Seal)
Ann Bradshaw, Mayor
City of Brazil, Indiana

STATE OF INDIANA, CLAY COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2009, personally appeared Lita Mae Vitz, Betty Kay Marshall and Ann Bradshaw and acknowledged this conveyance to be their voluntary act.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

_____

_____

Notary Public
Printed: _____
Resident of _____ County, IN

This instrument was prepared by Robert A. Pell, Attorney at Law, 2105 East National Ave., Suite A, Brazil IN 47834

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document unless required by law.

_____
Robert A. Pell