

Brook Town Council
Brook Town Hall
October 10, 2023 – 6:30 P.M.
Minutes

Attendees:

Town Council: Rex Chapman, Jeff Laffoon, Brad Wilson
Attorney: Jacob Ahler
Superintendent: Nick Snodgrass
Clerk/Treasurer: Kathy Babcock
Deputy Clerk: Nichole Massey
Marshal: Chip Flahive
Fire Chief:
Building Commissioner: Jeff Snodgrass
Iroquois Township Trustee:
Guest: MaryAnn Weishaar, Susie Johnson, Dave Riegle, & Julie Claussen

Jeff Laffoon called the meeting to order.

Pledge to flag

Minutes

Brad Wilson made a motion to accept minutes from the September 12, 2023 meeting with the change to close Broadway Street from Highway Street to the Wilson Scales for the Bower Auction, Rex Chapman seconded the motion. All approved, motion passed. Rex Chapman made a motion to accept minutes from the September 19, 2023 Executive Session. Brad Wilson seconded the motion. All approved, motion passed

Financials

Brad Wilson made a motion to approve the Financials. Rex Chapman seconded. All approved, motion passed.

Community Club

Rex asked the Community Club if they had received a check from the Newton County Economic Development for \$5000.00 for the 4th of July fireworks. Julie Claussen reported that if they wanted to know that information they could attend their meeting on October 23, 2023.

Conservation Club

Nick presented a quote to take down 2 pine trees at the Conservation club. He stated that he could remove the smaller tree himself. Rex Chapman made a motion to have Culbreth's Lawn & Tree LLC cut down the bigger tree and to grind the two stumps. Brad Wilson seconded. All approved, motion passed.

Marshal

Chip presented the monthly report. Chip reported that he is looking into putting a timer on the light by the basketball court in McKinley Park.

Superintendent

Nick handed in the monthly Water & Sewer reports. Nick reported on the Water Tower Inspection from Dixon Engineering, They will replace the screen in the top of the Water Tower, tighten the tensioners, and fix the concrete base.

Nick presented the quote from Town and Country for paving. See attached. Brad Wilson made a motion to accept the Quote from Town & Country Paving for \$44,565.00. Rex Chapman seconded. All approved, motion passed.

Nick presented a quote from Culy Contracting to replace manhole covers for \$435.00 each. Rex Chapman made a motion to have Culy Contracting replace manhole covers not to exceed \$10,000.00. Brad Wilson seconded. All approved, motion passed.

Nick presented a request from Moises Valle for Water & Sewer hook-up at 119 W Main Street. Rex Chapman made a motion to grant Water & Sewer Hook-ups at 119 W Main. Brad Wilson seconded. All approved, motion passed.

Nick took both saws to Castogna's. The pole saw is good to go the other saw has a hole in the piston and needs to be replaced.

Brad Wilson made a motion to terminate the Summer Help position for 2023. Rex Chapman seconded. All approved, motion passed.

Brook Economic Development

People from the UDSA Housing Department will be here Thursday September 14, 2023 to hold a webinar at 1:00 p.m.

OLD BUSINESS

Storm Water Drainage

Kathy presented a bill from Yoder Drainage for the Hanley Street Project. Rex Chapman made a motion to pay Yoder Drainage \$1090.00 from the ARP Fund. Brad Wilson seconded. All approved, motion passed.

NEW BUSINESS

ESRI Renewal

We received the Quote for the ESRI Renewal for software maintenance for 2024. Kathy will send the request for the invoice.

REACH Alert

We received information about the REACH Alert System. This is a company that will send emergency messages to residents. After Discussion the Board decided that the county has the same sort of system so we do not need this.

United Healthcare Renewal

We received the United Healthcare Renewal Package. We will be adding insurance for the Deputy Clerk for next year. We will revisit this when we receive a quote with the added premium.

Cassini Property

Ryan Whybrew sent some mapping and information about the Project. This was tabled at this time.

Clerk Notes

Kathy asked if she could replace the Patriotic Banner that was damaged. This will be ordered. There was a request from Kenny Honn the yellow stripes be painted on the front and top of the entry steps. Nick will take care of this.

Kathy reported that the State Auditors are here and will be here for about 3 weeks. We will have the Entrance Conference on October 18, 2023

Attorney

Jacob Ahler reported that the Judge has set for a Damage Hearing on the Howard Street property.

Claims

Rex Chapman made a motion to pay claims. Brad Wilson seconded. All approved, motion passed.

Rex Chapman made motion to adjourn the meeting, Brad Wilson seconded. All approved, motion passed.

Meeting Adjourned.

Jeff Laffoon opened the 2024 Budget Adoption Meeting.

General	\$386,165
Local Road & Street	\$ 8000
MVH	\$171,590
CCI	\$ 4000

Brad Wilson made a motion to accept the 2024 Budget. Rex Chapman seconded. Motion passed with 2 votes for and Jeff Laffoon abstaining because he is on the Brook Volunteer Fire Department.

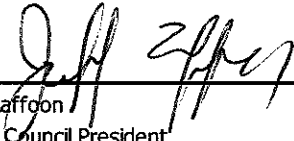
Rex Chapman made a motion to adjourn the meeting. Brad Wilson seconded. All approved, motion passed.

Respectfully Submitted,

X Kathy Babcock

Kathy Babcock
Clerk/Treasurer

X



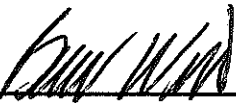
Jeff Laffoon
Town Council President

X



Rex Chapman
Town Council Member

X



Brad Wilson
Town Council Member

PROPOSAL

**P.O. BOX 729
6049 WORK STREET
DEMOTTE, IN 46310**



**TOWN & COUNTRY
CONSTRUCTION, INC.**

**PH. (219) 987-5450
FAX (219) 987-6032**

Proposal No. _____

Job No. _____

SUBMITTED TO: Town of Brook	JOB NAME: Street Repairs	DATE: September 29, 2023
STREET: P.O. Box 182	STREET: Various Places	PHONE: 219-275-6181
CITY & STATE: Brook, IN 47922	CITY & STATE: Brook, IN 47922	CELL: 219-275-4932

We Propose To:

C/O Nick Snodgrass townofbrook@midwaynet.net 219-869-8246

STREETS:

- 1.) **Maple Street 3 Locations: (12'x20') + (75'x6') + (44'x9') = 1,096 SFT**
 - * Core Out Patches 4:
 - * Pave with 2.5" of Hot Mix Asphalt Binder *Tile*
 - * Tack Coat
 - * Pave with 1.5" of Hot Mix Asphalt Surface

TOTAL \$ 6,976.00

- 2.) **West Howard St & Rail Road Street: (60'x25') = 1,500 SFT**
 - * Profile Mill as needed *Around Basin*
 - * Tack Coat
 - * Pave with 1.5" of Hot Mix Asphalt Surface

TOTAL \$ 3,534.00

- 3.) **Brunton Baseball Field Patch (5'x5') = 25SFT**
 - * Permitter Mill around Manhole
 - * Patch with 1.5" of Hot Mix Asphalt Surface

TOTAL \$ 800.00

- 4.) **East Howard Street: (360'x11) + (280'x22') = 10,120 SFT**
 - * Profile Mill as needed *From End of patch to First*
 - * Tack Coat
 - * Pave with 1.5" of Hot Mix Asphalt Surface

TOTAL \$ 19,407.00

- 5.) **Washington & Highway: (311'x22') = 6,842 SFT** *to Johnson*
 - * Profile Mill as needed
 - * Tack Coat
 - * Pave with 1.5" of Hot Mix Asphalt Surface

TOTAL \$ 13,848.00

- PRICING Prepare and Pave all Streets as listed above \$ 44,565.00**

NOTES:

- Sales tax is NOT included.
- Price for one mobilization, add \$2,500.00 for additional mobilizations.
- Town & Country requires a minimum 1% slope to guarantee water not to pond on the new asphalt pavement.

We hereby propose to furnish labor and materials complete and in place in accordance with the above for the sum of:
 Forty Four Thousand Five Hundred Sixty Five and 00/100 dollars **\$44,565.00**

**THIS PROPOSAL INCLUDES ALL
OF THE STANDARD CONDITIONS
SET FORTH ON THE REVERSE
SIDE OF THIS DOCUMENT**

TOWN & COUNTRY CONSTRUCTION, INC.

By _____

Cole Kistler

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Standard Condition of This Proposal

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

1. All material is warranted to be as specified. All work is to be completed according to this proposal and in a workmanlike manner. Unless otherwise provided in the contract, the customer is to provide a properly compacted and stable base upon which any material is to be placed. We make no warranty of merchantability, and there are no warranties which extend beyond the description contained in this proposal.
2. We will not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of necessary materials and or supplies, or any other cause beyond our control.
3. Town & Country will require a minimum of 1% slope on a load bearing sub-base, on a straight plane without directional breaks (i.e. zig zagging). If the subbase is less than 1% and not on a straight directional plane Town & Country is not responsible for any ponding due to improper slope. Any additional measures needed to achieve proper drainage or a load bearing sub-base will result in additional charges.
4. Any damage to or caused by appurtenances, including but not limited to stumps, buried concrete slabs and footings, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the site so as to make us aware of their exact location and depth, will be the customers responsibility; and any extra work involved will become an extra charge over the quoted price.
5. Extra work not included in this proposal will be performed only upon written orders by the customer or his authorized representative.
6. Work contracted under the terms of this proposal is subject to and includes applicable state sales tax, if a valid sales tax exemption certificate is not provided by the customer.
7. Town and Country Construction, Inc. will not proceed with the work as specified in this proposal until satisfied of the customers ability and intent to pay according to the terms outlined herein.
8. PAYMENT IS DUE UPON CUSTOMERS RECEIPT OF INVOICES issued per periodic progress estimates for work completed to date. If prompt payment is not received, Town and Country Construction, Inc. will suspend work in progress.
9. Nothing herein contained shall be construed as a waiver or modification of Town and Country Construction, Inc. statutory lien rights, which lien rights Town and Country Construction, Inc. will exercise if payment by customer is not promptly made.
10. A SERVICE CHARGE OF 1%% PER MONTH, which is annual percentage rate of 18% per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection and attorney fees.
11. Customer shall be liable for all costs of collection and attorneys fees incurred by Town and Country to enforce the terms of this agreement.
12. Stone base placed by any contactor other than Town & Country must be within +/- 0.1 of a foot of final stone base elevation.