

**Martinsville Board of Works and Safety
Meeting Agenda
Monday, June 22, 2026
6:30 PM - City Hall, Council Chambers**

THE CITY OF
Martinsville
INDIANA



Call to Order

Roll Call

Consideration of the Minutes

- A. Consideration of the June 8, 2026, Board of Works and Safety Meeting Minutes

Consideration of Claims

Consideration of Sewer Adjustment Applications

- A. Consideration of Sewer Adjustment Applications for June 22, 2026
 - A. 539 W. Pike St. -- \$895.17
 - B. 1621 Josephine St. -- \$683.49
 - C. 559 W. Poston Rd. -- \$550.62
 - D. 315 Ferguson Dr. -- \$55.17

New Business

- A. Consideration of Amendment No. 2 to Agreement Between INDOT and the City of Martinsville

Next Regular Meeting

- A. The next regular meeting will be on Monday, July 13, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana

Adjournment

Any individuals who requires aid or service for effective communication, or a modification of policies or procedures to participate in a public meeting, program, service, or activity of the City of Martinsville, IN, contact Ben Meridia, ADA Coordinator, 56 North Main Street, Martinsville, IN, 46151, 765-342-6012, as soon as possible, but no later than 48 hours before the scheduled event.

**MARTINSVILLE BOARD OF WORKS AND SAFETY
MARTINSVILLE INDIANA
MORGAN COUNTY, INDIANA
JUNE 8, 2026**

Call to Order

Roll Call

Board of Works Kelly Bray
Mayor Kenneth Costin
Board of Works John Lillywhite

A quorum was declared present.

Consideration of the Minutes

- A. Consideration of the May 26, 2026, Board of Works and Safety Meeting Minutes
Minutes were amended to correct the spelling of Board member Bray's last name.
A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite
seconded the motion. The minutes were Passed 3-0.

Consideration of Claims

The claim for Jurassic Park was removed from consideration.
A motion to Approve all claims with the exception of the Jurassic Park claim was made by Board of
Works John Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

Consideration of Sewer Adjustment Applications

- A. 909 E. Columbus St. -- \$323.16
569 S. Home Ave. -- \$654.21
1265 Ash Ct. -- \$79.94
1355 Maple Ct. -- \$172.27

Mr. Dunn requested that the adjustment request for 569 South Home Avenue be
removed from consideration.
A motion to Approve 909 East Columbus Street, 1265 Ash Court and 1355 Maple
Court but deny 569 South Home Avenue was made by Board of Works John

Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

New Business

- A. Consideration of the Recommendation for the Awarding of BIDs - Lower Legendary Hills Lift Station Access Drive

Mr. Dunn presented the recommendation to the board for their consideration. The only bid received was received from Wallace. The bid amount was for \$47,277.60. A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

- B. Special Event/Street Closing Application - Fall Foliage Festival

Mr. Porter presented the request to the board for their consideration. The request is for street closures for the annual Fall Foliage Festival. A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was Passed 3-0.

Next Regular Meeting

- A. The next meeting will be on Monday, June 8, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

Adjournment

Name		Signature
Kelly Bray, Member	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
John Lillywhite, Member	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Kenny Costin, Mayor	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
ATTEST		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstaggs@martinsville.in.gov
Questions, call 765.342.2449

Account Number 91560005

Date 5-27-26

Name Betty Ann Brill (Don Baker)

Phone 317-697-2248

Email Address _____

Service Address 539 West Pike St.

Month of Excessive Bill May

Excessive Bill Amount 1295.39

Did the water pass through the sewer? Yes

No

Detailed description of leak _____

Waterline leak under ground

Repair Company Information (Please attach a copy of repair bill.)

Name Don Baker

Phone 317-412-8030

Address 193 E. Wash. St.

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 795

Excessive Sewer Amount \$902.54

Average Usage 0

Average Sewer Amount \$7.37

Requested Adjustment Amount \$895.17

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor

Date

Kelly M. Bray, Member

Date

John Lillywhite, Member

Date

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstagg@martinsville.in.gov
Questions, call 765.342.2449

Account Number 15 54900 10 Date 6-2-26
Name Bryan Lessard Phone 765-346-8514
Email Address Lessardb75@Yahoo.com
Service Address 1621 Josephine ST. Martinsville IN
Month of Excessive Bill May Excessive Bill Amount 6,103.⁰²
Did the water pass through the sewer? Yes No
Detailed description of leak Main Line Break

Repair Company Information (Please attach a copy of repair bill.)

Name Summers Phone _____
Address _____

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0
Excessive Usage 671 Excessive Sewer Amount \$ 762.92
Average Usage 64 Average Sewer Amount \$ 79.43
Requested Adjustment Amount \$683.49

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

_____	_____
Kenneth Costin, Mayor	Date
_____	_____
Kelly M. Bray, Member	Date
_____	_____
John Lillywhite, Member	Date

NO RECEIPT

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstaggs@martinsville.in.gov
Questions, call 765.342.2449

Account Number 15 56810 10 Date 5/12/20

Name All Property Management Phone 765 341 8443

Email Address allpmllc@gmail.com

Service Address 559 W Poston Rd

Month of Excessive Bill 3/20/20 - 4/21/20 Excessive Bill Amount 922.85

Did the water pass through the sewer? Yes No

Detailed description of leak Tenant did not maintain heat. Interior plumbing froze + bursted. Tenant made the repairs

Repair Company Information (Please attach a copy of repair bill.)

Name Parker Morley Designs - Tenant (JD) Phone 317-402-1068

Address 559 W Poston
Tenant made the repairs.

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 563 Excessive Sewer Amount \$641.31

Average Usage 74 Average Sewer Amount \$90.69

Requested Adjustment Amount \$550.62

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

Kenneth Costin, Mayor _____ Date _____

Kelly M. Bray, Member _____ Date _____

John Lillywhite, Member _____ Date _____

* Hudson did not bill her b/c this leak was caused by previous work. *

SEWER ADJUSTMENT APPLICATION

Please email application and receipts to hstagg@martinsville.in.gov

Questions, call 765.342.2449

Account Number 161370004 Date 6/1/26
 Name Shannon Burkhardt Phone 765.343.2222
 Email Address 315 Ferguson Dr Martinsville
 Service Address ss15317@yahoo.com
 Month of Excessive Bill May 2026 Excessive Bill Amount _____

Did the water pass through the sewer? Yes No
 Detailed description of leak Hudson had put all new pipes in home - sprung a leak at connection - they fixed / no bill for fixing

Repair Company Information (Please attach a copy of repair bill.)
 Name Hudson Plumbing Phone 765.349.0900
 Address 735 W Morgan St Martinsville

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0
 Excessive Usage 64 Excessive Sewer Amount \$ 79.43
 Average Usage 15 Average Sewer Amount \$ 24.26

Requested Adjustment Amount \$ 55.17

BOARD OF PUBLIC WORKS AND SAFETY USE ONLY

We, the Board of Public Works and Safety, approve this sewer adjustment request.

 Kenneth Costin, Mayor Date _____

 Kelly M. Bray, Member Date _____

 John Lillywhite, Member Date _____

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN
THE INDIANA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MARTINSVILLE, INDIANA
CONCERNING THE LEVEE**

Contract No. _____

PREAMBLE

This Amendment (“**Amendment**”) is made by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “**INDOT**”) and THE CITY OF MARTINSVILLE, INDIANA (hereinafter referred to as the “**CITY**”); the CITY and INDOT are jointly referred to in this Agreement as the “**PARTIES**”), is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, the Parties entered into an Agreement on October 25, 2023, under SCM #75662 (the “**Agreement**”), for the CITY to make repairs to the levee, wherein INDOT agreed to contribute funds toward the cost of the repairs in an amount not to exceed **\$5,000,000.00** (“**INDOT’s Contribution**”) and any unused funds were to be reimbursed to INDOT; and

WHEREAS, the CITY has made repairs to the levee and has funds remaining from INDOT’s Contribution in the amount of **\$646,745.02** (“**Remainder**”); and

WHEREAS, the CITY has requested to place the Remainder in a trust account for future maintenance, repairs, and construction of the levee in lieu of returning the funds to INDOT; and

WHEREAS, INDOT has agreed to allow the CITY to set up a trust account to place the Remainder to be used for the sole purpose of maintenance, repairs and construction of the levee in lieu of refunding the Remainder to INDOT; and

WHEREAS, the Parties agree it is in the mutual interest for the convenience of the safety of the public for the Parties to cooperate regarding the levee;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

1. Section 1.2.3 shall be amended in its entirety to read as follows:

1.2.3 The CITY shall be responsible for making the repairs to the levee. The CITY shall maintain records pertaining to the costs incurred for the repairs. This shall be subject to inspection and audit by INDOT, or its authorized designee. After the repairs are made, the CITY shall deposit the Remainder in a Trust Indiana account in the name of the CITY, to be used for the sole purpose of maintenance, construction, or repairs of the levee. If the funds are used for any other purpose than those designated herein, the CITY shall refund the Remainder to INDOT.

2. Section 2.17 shall be amended in its entirety to read as follows:

2.17. Funding Cancellation Clause.

A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

B. If the funds specified in this Agreement for paying the CITY come solely from sources other than State funds and the State Budget Agency or INDOT Commissioner makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

C. The CITY shall be compensated for completed supplies properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for supplies delivered or Services performed after the effective date of cancellation. The CITY and the State shall agree on the amount of payment for such supplies delivered and accepted. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

3. Section 2.21 shall be amended in its entirety to read as follows.

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act (“ADA”), the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law (“Protected Characteristics”). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.**
- B. The CITY covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the CITY’s workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.**
- C. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.**

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT’s nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

- D. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- C. **Compliance with Regulations:** The CITY shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, limited English proficiency, or status as a veteran.
- F. **Information and Reports:** The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
- G. **Sanctions for Noncompliance:** In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

H. **Incorporation of Provisions:** The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

4. All other matters previously agreed to and set forth in the original Agreement are not affected by this Amendment and shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CITY OF MARTINSVILLE

Kenny Costin, Mayor

Date: _____

ATTEST:

Benjamin K. Merida
Clerk-Treasurer

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

_____ (for)
Lyndsay Quist, Commissioner
Indiana Department of Transportation

Date: _____

APPROVALS

(State approvals are electronic – see attached confirmation page)

STATE OF INDIANA
State Budget Agency

By: _____ (FOR)
Chad Ranney, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Brandon Clifton, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Theodore E. Rokita
Attorney General of Indiana

Date : _____

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by Marjorie A. Millman.