

**Martinsville Board of Works and Safety
Meeting Agenda
Monday, September 14, 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 August 24, 2026 Board of Works and Safety Meeting Minutes

Consideration of Claims

Consideration of Sewer Adjustment Applications

New Business

- A. Consideration of Lease Agreement
- B. Consideration of Lift Station Assistance

Next Regular Meeting

- A. The next regular meeting will be on Monday, September 28, 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
AUGUST 24, 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 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

A motion to Approve was made by Board of Works Kelly Bray. John Lillywhite seconded the motion. The motion was Passed 3-0.

Consideration of Sewer Adjustment Applications

New Business

- A. Street Closure Request - Bobby Helms Jingle Bell Rock Christmas Music Spectacular
Rob Helms and Bethany Latham presented the request to the board for their consideration. The request is to close streets on December 5th and 6th for the event. A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the motion. The motion was Passed 3-0.

Next Regular Meeting

- A. The next regular meeting will be on Monday, September 14, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

Adjournment

LEASE AGREEMENT

THIS INDENTURE WITNESSETH: That the Lessor, **BOCKFBJ, LLC**, does hereby lease and let unto the Lessee, **City of Martinsville Board of Public Works and Safety**, the premises known and described as:

Lower level of 60 East Morgan Street, Martinsville, Indiana 46151, for the term of 1 year, beginning on the 1st day of October 1, 2026, and ending on the 1st day of October, 2027, unless the term hereby granted shall be sooner terminated as hereinafter provided.

IN CONSIDERATION thereof the Lessee covenants and agrees:

(1) To pay the Lessor as rent for said premises the sum of Three-Thousand Four Hundred Dollars (\$3,400.00) per month.

All of said payments shall be made to Lessor at 59 North Jefferson Street, Martinsville, Indiana 46151 or at such other place as Lessor shall designate in writing from time to time.

(2) That the Lessee will use and occupy said premises for operation of a clerk-treasurer's office. That the Lessee will, at it's own expense, keep the demised premises in good repair and in tenantable condition throughout the term of this lease, including without limitation of all matters concerning electrical, mechanical, plumbing and any fixtures. The Lessor shall have no obligation whatever to make any repairs excepting only such as may be specially made the Lessor's obligation in any other section of this lease.

(3) That no representations, except such as are contained herein or endorsed hereon, have been made to the Lessee respecting the condition of said premises. The taking possession of said premises by the Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was so taken; and the Lessee will, at the termination of this lease, by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire not due to the fault of the Lessee and ordinary wear excepted.

(4) That the Lessee will not assign this lease nor any interest hereunder, nor permit any assignment hereof by operation of law, nor sublet said premises nor any part thereof, nor permit the use of the premises by any parties other than the Lessee and the agents and servants of Lessee without the express written consent of the Lessor, not however to be unreasonably withheld. In no event shall such consent, if given, relieve the Lessee from its primary liability to the Lessor which shall remain in full force and effect through any such assignment or subletting or other use, even if for any reason the Lessor should be called upon to accept or accept in its own protection any rent from any such third person, unless and until the Lessor should execute a written release of the liability of the Lessee in whole or in any part.

(5) That the Lessee will make no alterations in, or additions or improvements to, said premises without first obtaining the Lessor's written consent and that all the erections, additions, fixtures and improvements, whether temporary or permanent in character made in or upon said

premises, either by the Lessee or the Lessor, shall be the Lessor's property, and shall remain upon said premises at the termination of said term by lapse of time or otherwise, without compensation to the Lessee.

(6) That the Lessee will not use or permit upon said premises anything that will invalidate any policies of insurance now or hereafter carried on said building or that will increase the rate of insurance on said demised premises or on the building of which said demised premises are a part; and should he do so then the Lessee will pay all extra insurance premiums on the said building which may be caused by the use which said Lessee shall make of said demised premises; that the Lessee will not use or permit upon said demised premises anything that may be dangerous to life and limb; that the Lessee will not in any manner deface or injure said building or any part thereof nor overload the floors of said demised premises that the Lessee will not permit any objectionable noise or odor to escape or be emitted from said premises nor do anything nor permit anything to be done upon said premises in any way tending to create a nuisance, or tending to disturb any other tenant in said building, or the occupants of neighboring property, or tending to injure the reputation of the said building; and that the Lessee will comply with all governmental, health, and police requirements and regulations respecting said premises.

(7) That the Lessor shall not be liable for any damage either to person or property, sustained by the Lessee or by other persons due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said building, or due to any act or neglect of any other tenant or occupant in said building, or of any other person. This provision shall apply especially (but not exclusively) to damages caused by water, snow, frost, steam, sewerage, illuminating gas, sewer gas or odors or by the bursting or leaking of pipes or plumbing works, and shall apply equally whether such damage be caused by or occasioned by any thing or circumstances above mentioned or referred to or by any other thing or circumstances whether of a like nature or of a wholly different nature. If any such damage shall be caused by the acts or neglect of the Lessee, the Lessor may at its option, repair such damage, whether caused to the building or to the property of tenants thereof, and the Lessee shall on demand reimburse the Lessor for any amount expended, The Lessee further agrees that all personal property upon the demised premises whether belonging to Lessee or any other person shall be at the risk of the Lessee only and that the Lessor shall not be liable for any damage thereto or theft thereof.

(8) That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for ten days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at its option, at once and without further notice to the Lessee or to any other person terminate this lease. Upon any such termination of the lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom, and if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects

therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And except for such ten-day period heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this lease, or after the giving of any notice, shall reinstate, continue or extend the term of this lease or affect any notice given to the Lessee prior to the receipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due, and the payment of the same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove all effects from said premises, as above agreed, the Lessor may, at its option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may at its option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this lease from the Lessee to the Lessor, including the expenses of the removal and sale.

(9) That in case the Lessee shall vacate said premises or abandon the same during the life of this lease, or in case the Lessee shall make default in the payment of the rent hereby reserved or any installment thereof, or shall make default in any of the covenants herein contained to be kept, observed and performed by the Lessee, the Lessor may at its option, without terminating this lease, (but the Lessor shall not be under any obligation so, to do) enter into said premises, remove the Lessee's property therefrom and re-let the premises for the account of Lessee, for such rent and upon such terms as shall be satisfactory to the Lessor, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this lease; and for the purpose of such re-letting the Lessor is authorized to make any repairs, changes, alterations or additions in or to said demised premises that may be necessary or convenient; and if a sufficient sum shall not be realized monthly from such re-letting, after paying all of the costs and expenses of such repairs, changes, alterations or additions, and the expense of such re-letting, and the collection of the rent accruing therefrom to satisfy the monthly rent above provided to be paid by the Lessee, then the Lessee will satisfy and pay such deficiency each month upon demand therefor.

(10) That the Lessee will pay all attorney's fees and expenses of the Lessor incurred in enforcing any of the obligations of the Lessee under this lease, or in any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this lease.

(11) The Lessor and agents shall have the right to enter the demised premises at all reasonable hours to inspect said premises and/or for the purpose of making any repairs, alterations, or additions, which it or they shall deem necessary for the safety, preservation, or

improvement of said premises or the building, and the Lessor shall be allowed to take all material into and upon said premises that may be required to make such repairs, improvements and additions without in any way being deemed or held guilty of an eviction of the Lessee; and the rent reserved shall in no way abate while said repairs, alterations, or additions are being made; and the Lessee shall not be entitled to maintain a setoff or counter-claim for damages against the Lessor by reason of loss or interruption to the business of the Lessee because of the prosecution of any such work. All such repairs, decorations, alterations, additions and improvements shall be done during ordinary business hours, or, if any such work is at the request of the Lessee to be done during any other hours, the Lessee shall pay for all overtime.

(12) It is understood and agreed that this lease does not grant any rights to light and air over property, except public streets adjoining the land on which said building is situated.

(13) That the Lessee shall pay all water and electric bills rendered against or charged upon said premises, and in case the Lessee shall not pay the same when due and payable the Lessor may pay the same, and the amount so paid is hereby declared to be so much additional rent and shall be due and payable to the Lessor from the Lessee forthwith. In addition, Lessee shall be responsible for any and all utility expenses including cable, internet and phone service.

(14) That the Lessee will not commit or permit any act on the said premises which will violate any law of the United States of America, or the State of Indiana, or any ordinance of either Morgan County or the City of Martinsville, or any of the rules or regulations of their respective departments or bureaus and it is expressly agreed that at a violation of this clause shall, at the option of the Lessor work a forfeiture of this lease. Lessee accepts this lease with full knowledge of all restrictions, limitations and prohibitions affecting the use and enjoyment of the leased premises, and agrees that he shall not be released from his obligations under this lease nor shall Lessor in any wise be liable should Lessee be unable to use the leased premises for the purpose contemplated because of such restrictions, limitations or prohibitions. It is further agreed that should it be necessary for Lessee to obtain any permit or license that such license or permit shall be secured by him at his own expense and failure of the Lessee to secure any such permit or license or revocation or cancellation of any such permit or license shall not excuse the Lessee from full performance of his obligations under this lease nor shall it permit him to use the leased premises for purposes other than those set out.

(15) That should Lessee file any petition in bankruptcy or be adjudicated a bankrupt or insolvent, or any involuntary petition in bankruptcy be filed against the Lessee and remain pending and uncured for sixty days after any such involuntary petition shall be filed, such events shall be deemed to constitute a breach of this lease and thereupon ipso facto and without entry or other action by Lessor, this lease shall become and be terminated and Lessor shall forthwith, upon such termination, be entitled to the immediate possession of the leased premises and to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue of the term hereof less the fair rental value of the premises for the residue of the said term.

(16) That in case said premises shall be rendered untenable by fire or other casualty, such shall not terminate or give cause for termination of this lease and Lessor may within thirty

days elect to repair the same and, on said premises being redelivered to Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so elect to repair then the term hereby created shall cease and determine without any liability on the part of either party, but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction, and if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro rata refund as of the date of such damage or destruction. In case of partial damage or destruction so that a portion of the leased premises remains tenantable, then Lessee shall pay a ratable proportion of the rental reserved according to the part of the premises still tenantable until the premises have been restored to their former condition and thereupon Lessee shall again pay the full rent reserved in this lease. If Lessor fails to elect to repair the damaged portion within thirty (30) days of the fire or other casualty, then Lessee may terminate this lease by a ten (10) day notice to Lessor of Lessee's intention so to do and, at the end of said notice term, this lease shall terminate and the rents shall be pro-rated to that date with an appropriate credit being given to Lessee for the portion of the premises which remained untenable.

(17) That if the Lessor, during the term hereby demised, shall be required by the said City, the order or decree of any court, or any other governmental authority, to repair, alter, remove, reconstruct, or improve any part of the demised premises or of the building of which said premises are a part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the Lessor and shall not in any way affect the obligations or covenants of the Lessee herein contained, and the Lessee hereby waives all claim for damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement.

(18) That if the Lessee shall move from said premises at any time prior to the termination of this lease, the Lessor shall have the right to enter upon said premises for the purpose of decorating the same or making alterations or changes therein without such entry in any manner affecting the obligations of the Lessee hereunder.

(19) No waiver of any condition expressed in this lease shall be implied by any neglect of the Lessor to declare a forfeiture on account of the violation of such condition if such violation be continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

(20) In every case where under the provisions of this lease it shall be necessary or desirable for the Lessor to give to or to serve upon the Lessee any notice or demand it shall be sufficient either (1) to deliver or cause to be delivered to the Lessee a written or printed copy of such notice or demand, (2) to send a written or printed copy of said notice or demand by mail, postage prepaid, addressed to the Lessee at the demised premises, or (3) to leave a written or printed copy of said notice or demand upon the demised premises, or to post the same upon the door leading into said premises.

(21) Further, the Lessor and Lessee covenant with each other (a) That all rights and remedies of the Lessor under this lease shall be cumulative, and none shall exclude any other

rights and remedies allowed by law; (b) that the words "Lessor" and "Lessee" wherever used herein shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor and Lessee, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed; (c) each of the provisions of this lease shall extend to, and shall, as the case may require, bind or inure to the benefit not only of the Lessor and of the Lessee, but also to their respective heirs, legal representatives, successors and assigns.

(22) It is agreed that should Lessee remain in possession of the leased premises with the consent of the Lessor after the termination of the term herein granted then the tenancy thereby created shall be a tenancy from month to month but otherwise subject to all the terms and provisions of this lease; and the rental under such monthly tenancy shall be the highest rental for any month provided by the terms of this lease.

(23) The Lessor shall have and is hereby given a first possessory lien in the nature of a mortgage and foreclosable as such if necessary against any and all personal property contained in the leased premises as the property of the Lessee, subject to any prior liens thereon to secure any unpaid rent admitted or undisputably due from the Lessee to the Lessor.

(24) Lessee agrees that he will notify Lessor in writing immediately of any defect in or necessity for repair to any adjoining sidewalk or the roof or any outer wall of the building.

(25) It is agreed that Lessor shall not be liable for failure or omission to perform any act if performance is made within a reasonable time after receiving written demand for performance from Lessee.

(26) Lessee shall be responsible for furnishing insurance on the leased premises. The policy is to be in a form and company acceptable to Lessor and each policy is to be delivered to and held by Lessor. Lessee agrees to pay all premiums promptly. Lessee agrees to furnish a renewal policy not less than ten days prior to the date of expiration of any policy. On default of Lessee, Lessor may procure and pay for insurance and recover any amount paid as so much additional rent which shall be due and payable forthwith.

(27) Lessee shall be responsible for the payment of the real estate taxes on the leased premises. Lessee shall provide Lessor with proof of the payment of taxes on a yearly basis.

(28) Lessee further agrees that if any law, ordinance or regulation now existing or hereafter enacted imposes any personal liability on Lessor or creates any lien or charge on the leased property because of damage to person or property arising out of the use of the lease premises by the Lessee or the business conducted thereon by Lessee, then Lessee will immediately procure, pay for, and deliver to Lessor insurance of a kind and amount and in a company satisfactory to Lessor, fully protecting Lessor and its property from any such liability, lien, or charge, and that the Lessee will furnish a renewal policy not less than ten days prior to the expiration of any such policy.

(29) It is further understood and agreed that the additional typewritten provisions either following or added by rider or other insert, in event and to the extent conflicting with any of the provisions in this printed form, shall govern, supersede and override any such conflicting provisions in the printed form.

In Witness Whereof, the parties hereto have executed this instrument in duplicate this ____ day of _____, 2026.

Kristopher A. Fuller, Member
BOCKFBJ, LLC
Lessor

City of Martinsville Board of Public Works and Safety
by: Kenneth W. Costin, Member
Lessee