

**Martinsville Board of Works and Safety**  
**Meeting Agenda**  
**Monday, February 9, 2026**  
**6:30 PM - City Hall, Council Chambers (Room 202)**

THE CITY OF  
**Martinsville**  
INDIANA



**Call to Order**

**Roll Call**

**Consideration of the Minutes**

- A. Consideration of the January 12, 2026, Board of Works and Safety Meeting Minutes

**Consideration of Claims**

**New Business**

- A. Consideration of Street Closing Applications
  - a. Memorial Day Program
  - b. Veterans Day Program
  - c. Various Events at The Venue
- B. Consideration of Subordination Agreement - INDOT

**Consideration of Sewer Adjustment Applications**

- A. Consideration of Sewer Adjustment Applications for February 9, 2026
  - a. A. 730 E. Nutter St. — \$1,129.37
  - B. 489½ W. Harrison St. — \$120.48
  - C. 420 W. Harrison St. — 100.22
  - D. 58 Merideth Pl. — \$379.84
  - E. 1200 S. Main St. — \$342.31
  - F. 1389 S. Harriett St. — \$1,820.73
  - G. 20 Duo Dr. — \$115.98
  - H. 700 E. Washington St. — \$443.64
  - I. 1340 E. Harrison St. — \$1,107.98
  - J. 34 Daulton Lane — \$130.61

**Next Regular Meeting**

- A. The next regular meeting will be on Monday, February 23, 2026, beginning at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, Indiana.

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.

## 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  
JANUARY 12, 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 December 29, 2025, Board of Works and Safety Meeting Minutes

A motion to Approve was made by Board of Works Kelly Bray. Kenneth Costin seconded the motion. The minutes were Passed 2-0. John Lillywhite Abstained.

**Unfinished Business**

- A. Sewer Adjustment Application - 5910 Hacker Dreek Rd. -- \$878.25

Mr. Dunn presented the request to the board for their consideration. The repair is for 489 East Gray Street. The address that was given was the incorrect address.

Mr. Coffey recommended that the sewer adjustment be approved with the amended address.

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

**New Business**

- A. Consideration of Agreement for Services - Morgan County Economic Development Corporation

Mr. Dellinger presented the agreement to the board for their consideration. The agreement is for \$60,000 for the calendar year 2026.

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

- B. Consideration of Job Description - City Planner

Mrs. Simpson presented the job description to the board for their consideration. The job description is for a City Planner.

A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the

motion. The motion was Passed 3-0.

C. Consideration of 2025 Personnel Policies Handbook Draft

Mrs. Simpson presented the handbook to the board for their consideration.

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

D. Consideration of Quote to Replace Equipment - Wastewater Treatment Plant

Mr. Dunn presented the quote to the board for their consideration.

The quote is from Commercial Services in the amount of: \$38,165.00. No action was taken.

E. Employment Contract for Janitorial Services - Kathy Finley

Mr. Coffey presented the contract for Cathy Finley to the board for their consideration.

The agreement is to clean City Hall and the Utility Office.

A motion to Approve was made by Board of Works John Lillywhite. Kelly Bray seconded the motion. The motion was 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**

A. Sewer Adjustment Application - 820 South Marion St. -- \$192.55

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

B. Sewer Adjustment Application - 260 N. Mulberry St. -- \$37.16

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

C. Sewer Adjustment Application - 399 E. Green St. -- \$15.76

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

D. Sewer Adjustment Application - 389 N. Park Ave. -- \$957.10

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

E. Sewer Adjustment Application - 509 St. Rd. 39 Bypass -- \$172.28

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

F. Sewer Adjustment Application - 50 Dalton Lane -- \$104.72

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

G. Sewer Adjustment Application - 1619 Genes Way -- \$189.18

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

H. Sewer Adjustment Application - 159 Tulip St. -- \$144.88

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 regular meeting will be on Monday, January 26, 2026, at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, IN.

### **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"/>	
<b>ATTEST</b>		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

## Mack Porter

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, January 15, 2026 10:45 AM  
**To:** Mack Porter  
**Subject:** Online Form Submittal: Special Event / Street Closing Application



### Special Event / Street Closing Application

#### Note:

It will be the responsibility of the organization to provide personnel at **every** blocked intersection to ensure that no vehicles enter or cross the designated route during the time of the closure. It will be the responsibility of the event organizer to notify all residents and businesses in the affected area of the closures. Failure to do so may result in future requests being declined.

This form must be submitted not less than 45 days in advance of the event.

#### Terms & Conditions

1. Applications must be received not less than forty-five (45) days in advance of the event date to allow time for processing and presentation to the Board of Works for consideration.
2. The organization shall be responsible for providing:
  - a. A representative to be present at the Board of Works meeting when the application is presented for consideration
  - b. Someone at every blocked intersection to provide traffic control.
  - c. Any stages; reviewing stands; chairs; sound projection equipment; podiums; flags; decorations; portable restrooms; etc. - should any of these be required.
3. The city will have barricades placed near the intersections.
  - a. It will be the organization's responsibility to set the barricades to block the intersection not more than one hour in advance of the event start time.
  - b. Barricades are to be pulled by the organization and returned to the curbs as soon as the last runner/unit passes the intersection.
4. The organization will be responsible for notifying all residents/businesses along the route not less than forty-eight (48) hours in advance of the event.

5. When "No Parking" is required, the city will have no parking signs posted not less than three days in advance of the event.
  - a. The city will be responsible for removing the no parking signs.
  - b. Failure to comply with these Terms and Conditions may result in future requests being declined.

Name of Event	Memorial Day Program
Sponsoring Organization	American Legion Post 230
Organizer's Address	701 E. Morgan Street
City	MARTINSVILLE
State	IN
Zip Code	46151
Dates and Times of Event	5/30/2026 11:00 AM - 5/30/2026 12:00 PM
Location of Event / Route	Veterans Memorial Park (Washington and Jefferson Streets)
Primary Contact Person	Randy Sighting
Telephone	765-516-4880
Email Address	randys461@hotmail.com
Confirm Email	randys461@hotmail.com
Secondary Contact Person	Mack Porter
Telephone	765-813-7136
Email Address	mporter@martinsville.in.gov
Confirm Email	mporter@martinsville.in.gov
Event Description	Annual Memorial Day Program
City Services Requested	Barricades and No Parking Signs
Streets to Be Closed:	
Street Name	Washington Street

Between (Street Name)	Alley Super Sports to Alley at Bank
Street Name	Jefferson
Between (Street Name)	Washington Street and Alley at City Hall
Street Name	<i>Field not completed.</i>
Between (Street Name)	<i>Field not completed.</i>
Time of Closure	10:30 AM - 12:30 PM
Additional Information	<i>Field not completed.</i>
Electronic Signature	On behalf of the applying organization, I have read the terms and conditions and by submitting this application, I and the organization accept and agree to the terms and conditions as stated.

**BOARD OF PUBLIC WORKS AND SAFETY USE ONLY**

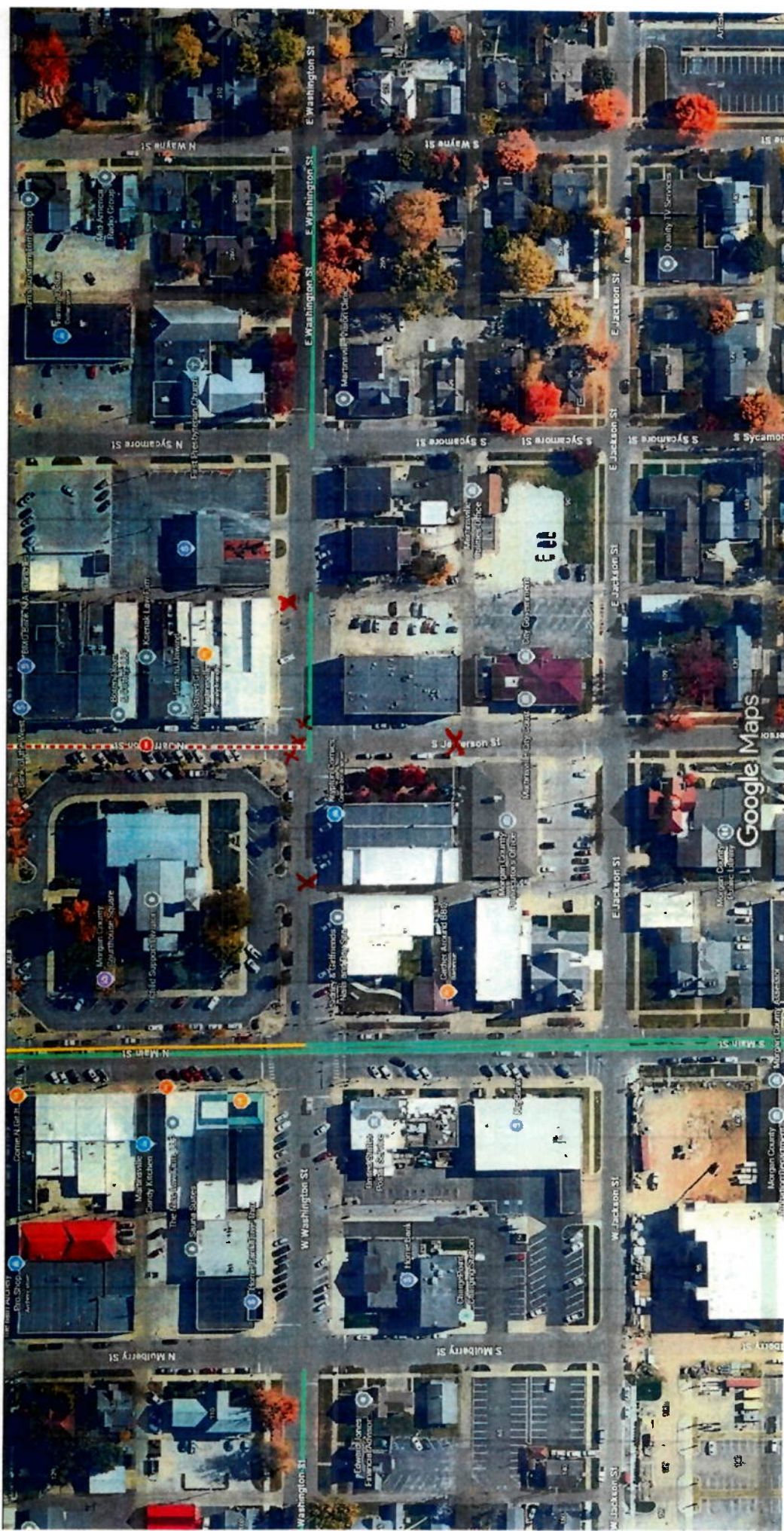
We, the Board of Public Works and Safety, approve this street closure request.

_____	_____
Kenneth Costin, Mayor	Date

_____	_____
Kelly M. Bray, Member	Date

_____	_____
John Lillywhite, Member	Date

- Caution: This is an External Email -



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

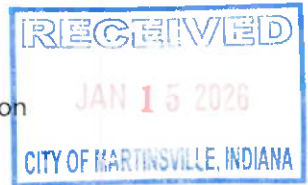
*Memorial Day Program  
Saturday, May 30, 2026*

Live traffic ▼ Fast Slow

## Mack Porter

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**From:** noreply@civicplus.com  
**Sent:** Thursday, January 15, 2026 10:50 AM  
**To:** Mack Porter  
**Subject:** Online Form Submittal: Special Event / Street Closing Application



### Special Event / Street Closing Application

#### Note:

It will be the responsibility of the organization to provide personnel at **every** blocked intersection to ensure that no vehicles enter or cross the designated route during the time of the closure. It will be the responsibility of the event organizer to notify all residents and businesses in the affected area of the closures. Failure to do so may result in future requests being declined.

This form must be submitted not less than 45 days in advance of the event.

#### Terms & Conditions

1. Applications must be received not less than forty-five (45) days in advance of the event date to allow time for processing and presentation to the Board of Works for consideration.
2. The organization shall be responsible for providing:
  - a. A representative to be present at the Board of Works meeting when the application is presented for consideration
  - b. Someone at every blocked intersection to provide traffic control.
  - c. Any stages; reviewing stands; chairs; sound projection equipment; podiums; flags; decorations; portable restrooms; etc. - should any of these be required.
3. The city will have barricades placed near the intersections.
  - a. It will be the organization's responsibility to set the barricades to block the intersection not more than one hour in advance of the event start time.
  - b. Barricades are to be pulled by the organization and returned to the curbs as soon as the last runner/unit passes the intersection.
4. The organization will be responsible for notifying all residents/businesses along the route not less than forty-eight (48) hours in advance of the event.

5. When "No Parking" is required, the city will have no parking signs posted not less than three days in advance of the event.
  - a. The city will be responsible for removing the no parking signs.
  - b. Failure to comply with these Terms and Conditions may result in future requests being declined.

Name of Event	Veterans Day Program
Sponsoring Organization	American Legion Post 230
Organizer's Address	701 E. Morgan Street
City	MARTINSVILLE
State	IN
Zip Code	46151
Dates and Times of Event	11/11/2026 11:00 AM - 11/11/2026 12:00 PM
Location of Event / Route	Veterans Memorial Park (Washington and Jefferson Streets)
Primary Contact Person	Randy Sighting
Telephone	765-516-4880
Email Address	randys461@hotmail.com
Confirm Email	randys461@hotmail.com
Secondary Contact Person	Mack Porter
Telephone	765-813-7136
Email Address	mporter@martinsville.in.gov
Confirm Email	mporter@martinsville.in.gov
Event Description	Annual Veterans Day Program
City Services Requested	Barricades and No Parking Signs
Streets to Be Closed:	
Street Name	Washington Street

Between (Street Name)	Alley at Super Sports to Alley at Bank
Street Name	Jefferson Street
Between (Street Name)	Washington Street and Alley at City Hall
Street Name	<i>Field not completed.</i>
Between (Street Name)	<i>Field not completed.</i>
Time of Closure	10:00 AM - 12:30 PM
Additional Information	<i>Field not completed.</i>
Electronic Signature	On behalf of the applying organization, I have read the terms and conditions and by submitting this application, I and the organization accept and agree to the terms and conditions as stated.

**BOARD OF PUBLIC WORKS AND SAFETY USE ONLY**

We, the Board of Public Works and Safety, approve this street closure request.

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

Email not displaying correctly? [View it in your browser.](#)

- Caution: This is an External Email -



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

Live traffic ▼ Fast Slow

*Veterans Day Program  
Wednesday, November 11, 2026*

December 2020

SUBORDINATION AGREEMENT

Cross Reference: DB 277 Pg 448, DB 277 Pg 438, DB 344 Pg 565 & Instrument 20109531

Des.No: 0500430

Road No: SR 37 & I69

INDOT Contract No: R-33493

County: Morgan

This AGREEMENT, made and entered into, by and between

The City of Martinsville

59 S. Jefferson Street

Martinsville, IN. 46151

(hereinafter referred to as the "Utility"), and the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as the "State").

**WITNESSETH:**

WHEREAS, the State, desires to improve and/or maintain the condition of the above referenced road and has determined to perform the construction designated by the above project number (hereinafter referred to as the "Project");

WHEREAS, the State desires to acquire the real estate interest described in attached Exhibit "A" (hereinafter referred to as the "real estate interest"), incorporated by reference, for highway purposes in connection with the project, and;

WHEREAS, the Utility has certain property rights in the real estate, and;

WHEREAS, the Utility has performed certain alterations, modifications, and/or relocations of its existing facilities within, or adjacent to, the real estate interest in order to accommodate the State's project.

Now, Therefore, for and in Consideration of the Mutual Covenants herein Recited, the Utility and the State do herein Agree as Follows:

**Section I**

The State hereby acknowledges all rights, powers and privileges presently held by the Utility in the real estate interest including the Utility's right to construct, maintain, or operate additional facilities in, along, above, under, or adjacent to the real estate interest to be acquired by the State.

**Section II**

The Utility agrees that its rights connected with the real estate interest shall be subordinate to the rights to be held by the State to the extent that the Utility's exercise of its rights interferes with the State's construction, maintenance, improvement and/or operation for highway purposes.

**Section III**

In the event the State abandons or otherwise disposes of its interest in the real estate because it is no longer necessary for highway purposes this subordination agreement shall be null and void.

**Section IV**

The exercise of the Utility's rights, powers, and privileges in connection with the real estate interest shall be subject to the State's statutes, rules, standard specifications, and published policies reasonably necessary for the protection of the highway and the public use thereof.

**Section V**

The costs of any future alterations and/or relocations of the Utility's original facilities located in the area described in Exhibit "A" shall be reimbursed by the State in accordance with Indiana Law when such alterations and/or relocations are done at State request.

**Section VI**

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**Section VII**

This agreement shall be binding upon the parties and their successors and assigns.

**Section VIII**

The Utility shall indemnify the State against any damage to the State's real estate interest resulting from any act or omission of the Utility.

-----Remainder of Page Intentionally Left Blank-----

IN WITNESS HERE OF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

\_\_\_\_\_  
(Utility Name)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Officer's Name, Printed or Typed)

\_\_\_\_\_  
(Officer's Position)

\_\_\_\_\_  
Date

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract 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](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ County of \_\_\_\_\_ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

\_\_\_\_\_  
(Names and offices of signers of Utility)

\_\_\_\_\_  
(Name of Utility)

and acknowledged the execution of the foregoing contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Witness my hand and seal the said last day.

My Commission Expires: \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

(Seal)

\_\_\_\_\_  
(Notary Public, Printed or typed)

**The State of Indiana**

By the Indiana Department of Transportation

By:

\_\_\_\_\_

Samantha Anderson

\_\_\_\_\_

Date

Statewide Director of Utilities and Railroads

Capital Program Management

For: Lyndsay Quist, Commissioner

**A C K N O W L E D G E M E N T**

State of Indiana County of Marion SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

Samantha Anderson, Statewide Director of Utilities and Railroads, Indiana Department of Transportation

and acknowledged the execution of the foregoing contract on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witness my hand and seal the said last day.

(Seal)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Notary Public, Printed or typed)

This instrument prepared by:

\_\_\_\_\_

Teresa Giller, INDOT Attorney  
Attorney No. 17698-49  
Office of the Attorney General  
302 W. Washington St., 5th Floor  
Indianapolis, IN 46204-2770

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.

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_

Theodore E. Rokita, *Attorney General of Indiana*      Date Approved \_\_\_\_\_



EXHIBIT "A"

BOOK 117 PAGE 149

STATE OF INDIANA

COUNTY OF MORGAN SS:

Personally appeared before me this day \_\_\_\_\_

Ellis Key Lowder and Hallie Lowder

and acknowledged the execution of the above instrument to be their voluntary act and deed.

Witness my hand and notarial seal, this 2 day of NOV 1979.

Signature Ralph D. Tedrow  
Printed RALPH D. TEDROW  
Notary Public, residing in  
Morgan County, Indiana

My Commission expires:

8-10-82

RECEIVED  
FOR RECORD  
JAN 30 3 14 PM '81

Larrence E. Collins  
RECORDER OF  
MORGAN COUNTY

This instrument prepared by Ronald Tedrow, Attorney  
359 East Morgan Street, Martinsville, Indiana 46151

EXHIBIT "A"

Form FHA 442-20  
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

474

RIGHT-OF-WAY EASEMENT

BOOK 277 p. 438

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Raymond Lowder and Hallie Lowder

hereinafter referred to as GRANTOR, by City of Martinsville  
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove  
a water pipeline

over, across, and through the land of the GRANTOR situate in Morgan County,  
State of Indiana, said land being described as follows:

Part of the East half of the Southwest quarter of Section 8,  
Township 11 North, Range 1 East, being 33.898 acres.

~~IN WITNESS WHEREOF, the GRANTORS have executed this instrument, their hands and seals being first duly affixed, this 2 day of Nov 19 74.~~

The easement shall be 15 feet in width, the center line of which is described as follows:

A line parallel to and 7 1/2 feet from the right of way for State Road 37

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 2 day of Nov  
19 74.

Raymond Lowder (SEAL)  
Raymond Lowder

Hallie Lowder (SEAL)  
Hallie Lowder

BOOK 211 PAGE 439

STATE OF INDIANA

COUNTY OF MORGAN SS:

Personally appeared before me this day

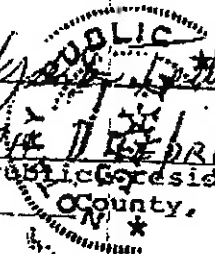
Raymond Lowder and Hallie Lowder

and acknowledged the execution of the above instrument to be voluntary act and deed.

Witness my hand and notarial seal, this 2 day of NOV 1979.

Signature *Ralph J. Tedrow*

Printed RALPH J. TEDROW  
Notary Public Residing in Morgan County, Indiana



My Commission expires:

8-10-82

RECEIVED FOR RECORD

JAN 30 3 10 PM '81

Lo. J. E. Ellwood  
RECORDER OF MORGAN COUNTY

This instrument prepared by Ronald Tedrow, Attorney  
359 East Morgan Street, Martinsville, Indiana

9201564

BOOK 344 PAGE 565

GRANT OF PERPETUAL EASEMENT

THIS INDENTURE WITNESSETH that HENRY A. BIRK and JAMES W. BIRK, of Morgan County, State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, give and grant unto the City of Martinsville, of Morgan County, State of Indiana, a perpetual easement and right-of-way, including the rights of ingress and egress, to construct, extend, use, repair, and maintain a public sewer and appurtenances and a twelve inch (12") water main and appurtenances thereto, and to remove from the extent of the right-of-way any encroaching trees, buildings, or other obstructions to the free and unobstructed use of such easement, except as is set forth below, across and through lands owned by said Grantors in Morgan County, State of Indiana, generally described as follows, to-wit:

DESCRIPTION OF WATER AND SEWER EASEMENT:

A part of the Southwest quarter and a part of the Southeast quarter of Section 3, Township 11 North, Range 1 East, in Morgan County, Indiana, more particularly described as follows, to-wit:

Twenty-five feet of even width off the entire side of the Grantor's property in the above quarter sections. This easement is to be measured from the Limited Access Right-of-way for S. R. No. 37.

DESCRIPTION OF TEMPORARY WATER AND SEWER LINE CONSTRUCTION EASEMENT:

A part of the Southwest quarter and a part of the Southeast quarter of Section 3, Township 11 North, Range 1 East, in Morgan County, Indiana, more particularly described as follows, to-wit:

Forty feet of even width off of the West side of the Grantor's property in the above quarter section. This easement is to be measured from the East side of the above described easement for Water and Sewer lines.

By accepting this agreement, the Grantee, the City of Martinsville, agrees to meet the following conditions, and further agrees that in the event the City of Martinsville is unwilling or unable to meet the following conditions, then this easement shall be void, and that the Grantee, the City of Martinsville, shall remove all of its water lines, sewer lines, and other property from the easement, and restore the same to its original condition.

1. All manhole covers, water lines, or sewer lines shall be at least twenty-four (24) inches below existing surface level.
2. The existing drainage ditch, which is contiguous to the access road, shall be restored to its original condition.
3. Access to the farm from State Road 37 will not be obstructed and existing drive shall be returned to the original condition.
4. Any and all field tile on the property, which is subject to this easement and which is damaged or destroyed during the construction process, shall be replaced by Grantee at Grantee's sole expense.
5. Grantee further agrees that it will re-seed and fertilize the area which is dug up for the easement described herein.

WEHRLE, SMITH  
& LYBROOK, P.C.  
289 E. MORGAN  
MARTINSVILLE, IN 40051  
3171 2447444  
1571 82-1000

6. Grantee further agrees that it will separate the topsoil from the subsoil during the construction contemplated herein, and when filling the easement, shall put the subsoil in first and the topsoil in last, all in a good workmanlike manner.

7. Grantors, their heirs and assigns, shall have access from the State Road 37 Bypass onto the property during the construction of the sewer and water line, and that there will be no permanent blockage of said frontage road to Grantors, their heirs or assigns.

8. Grantee further agrees that Grantors shall have the right to construct a frontage road over the entire length of the easement granted herein.

9. Grantee further agrees that, should there be any damage to Grantors' crops, or to Grantors' access road or frontage road either during the construction period, or at any time during which Grantee is maintaining its easement in the future, then the Grantors shall be reimbursed for all such damage or loss.

10. Grantee shall replace or repair all fences which are temporarily removed and/or damaged during the construction of the sewer and water line herein, and shall repair or replace all fences which might be damaged by Grantee or its agents in maintaining the water line or sewer line.

11. Grantee further promises to construct the water line and sewer line contemplated herein so that they will be large enough to handle a subdivision on Grantors' property of up to three hundred (300) homes, or the equivalent. Grantee further promises to allow Grantors or their heirs or assigns to connect any such addition, subdivision, or other group of homes or apartments onto the water line and the sewer line without the payment of any connection fee whatsoever. However, nothing contained in this Paragraph shall preclude Grantee from charging Grantors, their heirs and assigns, including consumers, its normal and customary hook-on fees, and normal and customary water and sewer rates for water and sewer service to an individual home or other dwelling unit.

12. Grantee further covenants to cooperate with the Grantors or their heirs and assigns in getting approximately thirty (30) acres of the above-described real estate, the same being contiguous to State Road 37, rezoned for commercial use, and further, Grantee covenants to cooperate with Grantors or their heirs and assigns the remaining eighty-five (85) acres of the above-described real estate rezoned for residential, should either Grantors or their heirs and assigns desire to do so.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, and its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 22<sup>nd</sup> day of February, 1992;

*Henry A. Birk*  
Henry A. Birk

*James W. Birk*  
James W. Birk

WEIRLE SMITH  
6 LYBROOK, P.C.  
255 E. MORAN  
MARTINSVILLE, IN 46041  
317 3-49-7440  
317 3-49-8888

EXHIBIT "A"

BOOK 344 PAGE 567

STATE OF INDIANA }  
COUNTY OF MORGAN } ss:

Before me, the undersigned Notary Public, this 22<sup>nd</sup> day of January, 19 92, personally appeared HENRY A. BIRK and JAMES W. BIRK, and acknowledged the above and foregoing to be their voluntary acts and deeds.

*Robert E. Lybrook*  
Notary Public  
Morgan County, Indiana  
My Commission Expires: 11/20/94 Robert E. Lybrook



This Instrument Prepared By:

William H. Wehrle  
WEHRLE, SMITH & LYBROOK  
359 E. Morgan Street  
P. O. Box 1452  
Martinsville, IN 46151  
(317) 342-7148 or 831-5922

Attorney No: 1022-55

Title acquired  
Book 318 Page 129  
✓

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*Carmella Hooper*  
MORGAN COUNTY RECORDER

WEHRLE, SMITH  
& LYBROOK, P.C.  
359 E. MORGAN  
MARTINSVILLE, IN 46151  
317 342-7148  
317 831-5922

3

copy!  
HOD/OK

20109531

UTILITY EASEMENT

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to PSI Energy, Inc., f/k/a Public Service Company of Indiana, Inc. (hereinafter referred to as GRANTOR), by The City of Martinsville (hereinafter referred to as GRANTEE), the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to install, maintain, repair, relocate, and/or replace utility lines over and across that portion of the real estate acquired by GRANTOR in a Warranty Deed dated September 25, 1989, and recorded September 28, 1989 in Deed Record 327, page 218, in the Office of the Recorder of Morgan County, Indiana, as shown on the attached Exhibit "A".

The GRANTOR reserves the use of the above-described real estate not inconsistent with this grant. It is further understood and agreed that as additional consideration for the granting of this easement, the GRANTEE hereby promises and agrees that after construction or any maintenance of the utility lines, it will repair any and all damage done to the real estate over which the easement has been granted and agrees to place such land and any fences in as good a condition as the same were in immediately prior to the execution of this easement and prior to the construction or maintenance of said utility lines.

The grant and other provisions of this easement shall run with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 11th day of June, 2001.

PSI ENERGY, INC.

By: Ellen M. Hubbard

Printed: Ellen M. Hubbard

Title: Sr. Real Estate & Right of Way Specialist



EXHIBIT "A"

body

RECEIVED  
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*Karen Blumenthal*  
MORGAN CO RECORDER

**EXHIBIT A**

Part of the west half of the northeast quarter of Section nine (9), Township eleven (11) north, Range one (1) east, Washington Township, Morgan County, Indiana, more particularly described as follows: Beginning at the southeast corner of said west half and running THENCE North 85 degrees 20 minutes 43 seconds East for a distance of 30.07 feet; THENCE North 00 degrees 40 minutes 22 seconds West for a distance of 50.02 feet; THENCE South 85 degrees 20 minutes 43 seconds West for a distance of 126.73 feet; THENCE North 45 degrees 03 minutes 35 seconds East for a distance of 30.93 feet; THENCE North 85 degrees 20 minutes 43 seconds East for a distance of 104.53 feet; THENCE North 00 degrees 40 minutes 22 seconds West for a distance of 94.39 feet; THENCE North 45 degrees 03 minutes 35 seconds East for a distance of 41.90 feet; THENCE South 00 degrees 40 minutes 22 seconds East for a distance of 191.71 feet to the point of beginning. Containing 0.176 acres (7663.052 sq. ft.) more or less.

20109531

3

EXHIBIT "A"

Project: 0300382  
Code: 6345  
Parcel: 100C Fee  
State Parcel ID No.: 55-13-17-100-001.000-023  
Form: WD-1

A part of the West Half of Section 17, Township 11 North, Range 1 East, Morgan County, Indiana, and being that part of the grantors' land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the northwest corner of said half-section, designated as point "593" on said parcel plat; thence North 88 degrees 43 minutes 13 seconds East 56.20 feet along the north line of said half-section to the northwestern boundary of S.R. 37; thence South 42 degrees 58 minutes 38 seconds West 84.05 feet along the boundary of said S.R. 37 to the west line of said half-section; thence North 1 degree 03 minutes 28 seconds East 60.25 feet along said west line to the point of beginning and containing 0.039 acres, more or less.

This description was prepared for the Indiana Department of Transportation, by David E. Lauer, an Indiana Registered Land Surveyor, License Number LS29800021, on the 2<sup>nd</sup> day of July, 2018.



  
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**EXHIBIT "A"**

**Project: 0300382**  
**Code: 6345**  
**Parcel: 103 Fee with Partial Limitation of Access**  
**State Parcel ID No.: 55-13-08-300-001.000-023**  
**Form: WL-2**

A part of the West Half of the Southwest Quarter of Section 8, Township 11 North, Range 1 East, Morgan County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B" described as follows: Beginning on the south line of said quarter section North 88 degrees 43 minutes 13 seconds East 19.30 feet from the southwest corner of said quarter section, said southwest corner is designated as point "593" on said parcel plat, said point of beginning being the southeast corner of the 1.18-acre tract described in Deed Book 234, Page 586 in the Morgan County Recorder's Office; thence North 0 degrees 07 minutes 33 seconds West 128.56 feet along the east line of said 1.18-acre tract; thence North 48 degrees 08 minutes 07 seconds East 14.17 feet to point "3214" designated on said parcel plat; thence North 42 degrees 58 minutes 38 seconds East 777.75 feet to point "3213" designated on said parcel plat; thence Northeasterly 669.67 feet along an arc to the right having a radius of 7,849.44 feet and subtended by a long chord having a bearing of North 45 degrees 25 minutes 16 seconds East and a length of 669.47 feet to point "3211" designated on said parcel plat; thence North 49 degrees 34 minutes 58 seconds East 357.51 feet to the east of said half-quarter section; thence South 0 degrees 14 minutes 39 seconds West 106.91 feet along said east line to the northwestern boundary of S.R. 37; thence South 44 degrees 38 minutes 44 seconds West 62.56 feet along the boundary of said S.R. 37; thence along said boundary Southwesterly 406.28 feet along an arc to the left having a radius of 7,759.44 feet and subtended by a long chord having a bearing of South 48 degrees 00 minutes 39 seconds West and a length of 406.24 feet; thence South 39 degrees 17 minutes 32 seconds West 204.13 feet along said boundary; thence along said boundary Southwesterly 274.63 feet along an arc to the left having a radius of 7,736.44 feet and subtended by a long chord having a bearing of South 43 degrees 59 minutes 38 seconds West and a length of 274.62 feet; thence South 42 degrees 58 minutes 38 seconds West 859.96 feet along said boundary to the south line of said half-quarter section; thence South 88 degrees 43 minutes 13 seconds West 36.90 feet along said south line to the point of beginning and containing 4.411 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the highway facility known as I-69 and as Project 0300382 to and from the Grantor(s) remaining lands along the line or lines specifically described in the said exhibits. Commencing at the southwest corner

EXHIBIT "A"

Project: 0300382  
Code: 6345  
Parcel: 103 Fee with Partial Limitation of Access  
State Parcel ID No.: 55-13-08-300-001.000-023  
Form: WL-2

of said quarter section, designated as point "593" on said parcel plat; thence North 0 degrees 07 minutes 30 seconds West 33.29 feet along the west line of said quarter section; thence North 42 degrees 58 minutes 38 seconds East 28.24 feet to the west line of the grantor's and the east line of the 1.18-acre tract described in Deed Book 234, Page 586 in the Morgan County Recorder's Office and the point of beginning of this description: thence continuing North 42 degrees 58 minutes 38 seconds East 846.64 feet to point "3212" designated on said parcel plat; thence Northeasterly 665.41 feet along an arc to the right having a radius of 7,799.44 feet and subtended by a long chord having a bearing of North 45 degrees 25 minutes 16 seconds East and a length of 665.21 feet to point "3210" designated on said parcel plat; thence North 49 degrees 34 minutes 47 seconds East 313.10 feet terminating on the east line of said half-quarter section. This restriction is a covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by David E. Lauer, an Indiana Registered Land Surveyor, License Number LS29800021, on the 2<sup>nd</sup> day of, July, 2018.



  
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EXHIBIT "A"

Project: 0300382  
Code: 6345  
Parcel: 97 Fee with Partial Limitation of Access  
State Parcel ID No.: 55-13-08-300-003.001-021  
Form: WL-2

A part of the East Half of the Southwest Quarter of Section 8, Township 11 North, Range 1 East, Morgan County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B" described as follows: Commencing at the northwest corner of said southwest quarter section, designated as point "596" on said plat; thence South 89 degrees 57 minutes 53 seconds East 1,320.00 feet along the north line of said quarter section to the northwest corner of the half-quarter section and the prolonged west line of the grantor's land; thence South 0 degrees 14 minutes 39 seconds West 1,253.03 feet along said the west line of said half-quarter section and said prolonged west line to the point of beginning of this description: thence North 49 degrees 34 minutes 58 seconds East 243.63 feet to point "3209" designated on said plat; thence North 49 degrees 18 minutes 55 seconds East 904.86 feet to the northwestern boundary of S.R. 37 and point "3207" designated on said plat; thence South 42 degrees 59 minutes 19 seconds West 311.18 feet along the boundary of said S.R. 37; thence South 46 degrees 47 minutes 43 seconds West 768.64 feet along said boundary; thence South 44 degrees 38 minutes 44 seconds West 141.82 feet (154.79 feet per Instrument No. 201214077 in the Morgan County Recorder's Office) along said boundary to the west line said half-quarter section and the west line of the grantor's land; thence North 0 degrees 14 minutes 39 seconds East 106.91 feet along said west lines to the point of beginning and containing 1.204 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as I-69 and as Project 0300382) to and from the grantor's abutting lands along the lines described as follows: Beginning at point "3208" designated on said plat; thence North 49 degrees 27 minutes 27 seconds East 229.74 feet to the northwestern boundary of S.R. 37 and the northern terminus. Also, beginning at said point "3208"; thence South 49 degrees 34 minutes 47 seconds West 284.22 feet to the west line of the grantor's land and the southern terminus. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by Kurt M. Vonderheide, an Indiana Registered Land Surveyor, License Number LS20200082, on the 10<sup>th</sup> day of November, 2017.



Kurt M. Vonderheide

EXHIBIT "A"

Project: 0300382  
Code: 6345  
Parcel: 199 Fee with Full Limitation of Access  
State Parcel ID No.: 55-13-03-400-001.001-021  
Form: WL-1

A part of the Northwest Quarter of the Southeast Quarter of Section 3, Township 11 North, Range 1 East, Morgan County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B" described as follows: Beginning at a point on the north line of said quarter-quarter section North 89 degrees 35 minutes 03 seconds East 640.53 feet from the northwest corner of said quarter section, designated as point "644" on said parcel plat, said point of beginning is on the southeastern boundary of S.R. 37; thence continuing North 89 degrees 35 minutes 03 seconds East 101.86 feet along said north line; thence South 45 degrees 28 minutes 30 seconds West 170.77 feet to point "3129" designated on said parcel plat on the south line of the grantor's land; thence South 89 degrees 27 minutes 38 seconds West 95.06 feet along said south line to point "3128" designated on said parcel plat on the southeastern boundary of said S.R. 37; thence North 43 degrees 47 minutes 33 seconds East 166.10 feet along the boundary of said S.R. 37 to the point of beginning and containing 0.269 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from and across the highway facility known as I-69 and as Project 0300382 to and from the Grantor(s) remaining lands where they abut the Real Estate. The 170.77-foot course described above. This restriction is a covenant running with the land and shall be binding on the Grantor(s) and on all successors in title to the said abutting lands.

This description was prepared for the Indiana Department of Transportation, by David E. Lauer, an Indiana Registered Land Surveyor, License Number LS29800021, on the 3<sup>rd</sup> day of July, 2018.



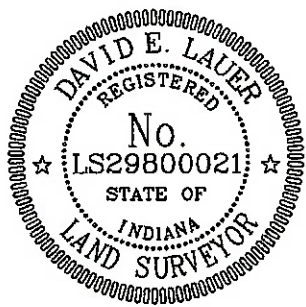
  
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**EXHIBIT "A"**

**Project: 0300382**  
**Code: 6345**  
**Parcel: 285 Fee**  
**State Parcel ID No.: 55-13-09-265-014.000-021**  
**Form: WD-1**

A part of the West Half of the Northeast Quarter of Section 9, Township 11 North, Range 1 East, Morgan County, Indiana and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B" described as follows: Beginning at the southeast corner of said half-quarter section designated as point "655" on said Exhibit "B"; thence South 85 degrees 28 minutes 13 seconds West 214.28 feet along the south line of said half-quarter section to the point "4126" designated on said Exhibit "B"; thence North 5 degrees 48 minutes 42 seconds West 50.01 feet to the south line of Lot 2 in Kingsway Minor Plat recorded as Instrument No. 200517307 in said Recorder's Office designated as point "4110" on said Exhibit "B"; thence North 85 degrees 28 minutes 13 seconds East 62.07 feet along said south line of Lot 2 to the southeast line of said Lot 2; thence North 45 degrees 11 minutes 04 seconds East 217.57 feet along said southeast line of Lot 2, the southeast line of Lot 3 in said Kingsway Minor Plat and the prolongation of the southeast line of said Lot 3 to the east line of said half-quarter section; thence South 0 degrees 44 minutes 11 seconds East 191.10 feet along said east line to the point of beginning and containing 0.501 acres, more or less, inclusive of the presently existing right of way which contains 0.010 acres, more or less, for a net additional taking of 0.491 acres, more or less.

This description was prepared for the Indiana Department of Transportation, by David E. Lauer, an Indiana Registered Land Surveyor, License Number LS29800021, on the 12<sup>th</sup> day of July, 2018.



A handwritten signature in blue ink, appearing to read "D. E. Lauer", written over a horizontal line.

INDIANA DEPARTMENT OF TRANSPORTATION  
PRE-CONSTRUCTION AGREEMENT

Agreement Amount: \$450,000.00 Des No: 0500430  
Agreement Type: Pre-Construction Project No: R-33493  
Work Description: ROW Road: SR 37 & I69  
County: Morgan

This Agreement, made and entered into this 16<sup>th</sup> day of December, 20 17, by and between

The City of Martinsville

59 S. Jefferson Street

Martinsville, IN. 46151

(hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT or State), together referred to as the parties.

WITNESSETH:

WHEREAS, INDOT desires to construct Interstate 69 as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

WHEREAS, INDOT has determined the Utility to be eligible for reimbursement;

WHEREAS, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made;

WHEREAS, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

WHEREAS, it is in the best interest of the Utility and INDOT for the Utility to make the necessary preliminary investigations, plans, specifications, and estimates for the adjustments, removals, alterations and/or relocations of its existing facilities with the Utility's regular engineering forces or by an approved Engineering Consultant, or to perform exploratory excavation by using a contractor paid under a contract let by the Utility with the approval of INDOT as provided for under 23 CFR 645.109;

WHEREAS, it is in the best interest of the Utility and INDOT for the Utility to make necessary procurements, and land acquisitions for the relocation of its existing facilities; and

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

**SECTION 1 - DESCRIPTION OF PRELIMINARY ENGINEERING WORK AND ITEMIZED COST ESTIMATE**

The Utility with its regular engineering staff personnel at its standard schedule of salaries, wages and working hours or by an approved Engineering Consultant, will make the necessary preliminary investigations, and develop final plans, specifications, and cost estimates for the adjustments, removals, alterations, and/or relocations of its existing facilities.

The Utility may elect to use an approved contractor to perform all or part of the exploratory excavation as is required to determine alignment and elevation of existing facilities.

The Utility has authority under this agreement to perform or have performed engineering work involving the investigation of present facilities, conferring with INDOT personnel and duly authorized personnel of engineering organizations or contractors doing work for INDOT, determining alternate schemes for proposed relocation of facilities and making "rough" design, and "rough" estimates for comparative purposes.

The itemized cost estimate for preliminary engineering work is set forth in attached Exhibit "A", incorporated by reference, and prepared in accordance with the Policy Guide.

**SECTION 1(A) – DESCRIPTION OF PROCUREMENT OF ITEMS NEEDED, REAL ESTATE ACQUISITION AND ITEMIZED COST ESTIMATE**

Subject to prior approval by INDOT, the Utility may make necessary preliminary purchases of items needed for the relocation of its facilities that are consistent with Section 1 and the relocation of the facilities.

The Utility may also acquire any real property interests it may need to relocate its facilities.

The Itemized costs estimate for any preliminary purchases and/or real property interests are set forth in Exhibit A and prepared in accordance with the Policy Guide.

**SECTION 2 - WORK COMMENCEMENT**

The Utility, or its selected consultants and/or contractors, shall not start any pre-construction work until written authorization has been given the Utility by INDOT.

**SECTION 3 – PAYMENTS**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

**SECTION 3 (A) - STANDARD PAYMENT METHOD**

INDOT shall reimburse the Utility according to the terms of this agreement for any item of work or expense involved if performed at the written direction of the INDOT. INDOT shall reimburse the Utility for actual cost of the work completed upon presentation of a detailed itemized bill.

The Utility may submit one bill per month for work covered by this agreement. The Utility shall attach an itemization of cost incurred. This itemization of cost shall appear in the same form and manner as the estimate for Pre-Construction work shown in Exhibit "A".

Within forty-five (45) days after receipt of the itemized bill from the Utility and the approval thereof by the INDOT, INDOT will reimburse the Utility for its actual expense. If INDOT does not agree with the amount billed by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final billing and the resolution of any audit performed according to Section 6 of this agreement.

#### **SECTION 4 - COST INCREASES**

Should the accumulated cost of the Pre-Construction work materially exceed the itemized cost estimate shown in Exhibit "A", due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the engineering work has taken place, the Utility shall notify INDOT in writing of such fact and the reasons therefore as promptly as possible.

INDOT shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

#### **SECTION 5 - FINAL BILL**

The Utility shall present its final bill accompanied by an itemized cumulative bill within ninety (90) days of completion of the Pre-Construction work. All documents required to substantiate any claims for payment shall be submitted with this final bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, consultant and/or contractor invoices and other such documentation as may be deemed necessary by INDOT to support such final bill.

#### **SECTION 6 - RECORDS**

The accounts and records of the Utility and any consultant and/or contractor involved in carrying out the proposed pre-construction work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility's preliminary engineering work, INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of the preliminary engineering work. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT within

forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, INDOT may offset such amount against claims that the Utility has against INDOT.

#### **SECTION 7 - NON-DISCRIMINATION**

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

#### **SECTION 8 - GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgements for damages, or injuries to or death or persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or Consultant and/or Contractor, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Indiana Department of Transportation or the State.

Notwithstanding the preceding provisions of this Section, if applicable to the Utility, I.C. 34-13-3 will be controlling.

#### **SECTION 9 - INCORPORATION OF THE UTILITY POLICY GUIDE**

The Program Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

#### **SECTION 10 - PENALTIES/INTEREST/ATTORNEY'S FEES**

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law.

#### **SECTION 11 - COMPLIANCE WITH LAWS; APPLICABLE LAW**

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## SECTION 12 - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

## SECTION 13 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
  - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations] , or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
  - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## SECTION 14 – CONFLICT OF INTEREST

- A. As used in this section:
  - “Immediate family” means the spouse and the unemancipated children of an individual.
  - “Interested party,” means:
    1. The individual executing this Contract;
    2. An individual who has an interest of three percent (3%) or more of the Utility;
    - or
    3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
  - “Department” means the Indiana Department of Administration.
  - “Commission” means the State Ethics Commission.
  
- B. The Department may cancel this Contract without recourse by the Utility if any interested party is an employee of the State of Indiana.
  
- C. The Department will not exercise its right of cancellation under section B above if the Utility gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
  
- D. The Utility has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

## SECTION 15 - FUNDING CANCELLATION

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 a contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION

The Utility hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the Utility's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Agreement is in excess of \$25,000.00, the Utility hereby further agrees that this agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

## SECTION 17 – DEBARMENT and SUSPENSION

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term "principal" for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with

primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

#### **SECTION 18 – Certification for Federal-Aid Contracts Lobbying Activities**

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief, that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### **SECTION 19 - ETHICS**

The UTILITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

#### **SECTION 20 – NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**THE UTILITY:**

City of Martinsville  
(Utility Name)

Shannon E. Kehl  
(Signature of Officer)

Shannon E. Kehl  
(Officer's Name, Printed or Typed)

Mayor  
(Officer's Position)

**ATTEST:**

Rebecca J. Turney  
(Secretary of Utility - Signature)

Rebecca J. Turney  
(Secretary's Name, Printed or Typed)

**The State of Indiana**  
By the Indiana Department of Transportation

By: [Signature]  
Michael B. Jett  
Statewide Director of Utilities and Railroads  
Capital Program Management  
For: Joseph McGuinness  
Commissioner

12/6/19

**APPROVED AS TO LEGALITY AND FORM:**

[Signature] for  
Curtis T. Hill, Jr.  
Attorney General of Indiana

12/23/2019  
Date Approved

## Exhibit "A"

SANITARY SEWER			
STRUCTURE NUMBERS	PROPERTY OWNER	PARCEL NUMBER	ADDRESS
120-123	RS Hoosier Reality LLC	55-13-03-370-001.000-021	333 Robert Curry Dr
120-123	John W & Paul E Bender	55-13-10-110-001.000-021	Robert Curry Dr
120-123	Grand Valley Development LLC	55-13-03-300-003.000-021	Grand Valley Blvd
120-123	Bret A Selburg	55-13-10-126-007.000-021	1268 Crabapple Ct
120-123	John A & Annette C Kennedy	55-13-10-126-008.000-021	1258 -1260 Crabapple Ct

WATER MAIN LINE			
LINE AND STATION	PROPERTY OWNER	PARCEL NUMBER	ADDRESS
A (0-15)	State of Indiana	55-13-18-200-002.000-020	Old S R37 South
A (60-72)	Artesian Land Company LLC	55-13-08-330-002.000-021	Morton Ave, Martinsville
A (60-72)	Alan K & Judy E Fulford	55-13-08-200-001.002-021	310 Rogers Rd
A (60-72)	Desert Rose Foundation, Inc	55-13-08*200-001.003-021	N/A
A (60-72)	Board Of School Trustees	55-13-08-100-001.000-021.	1390 Morton Ave
A (60-72)	John H & Karen D Stewart	55-13-08-200-001.100-021	1326*1330 Morton Ave
B (0-7)	Martinsville Baptist Tabernacle	55-13-09-165-015.000-021	2189 Burton Ln
B (0-7)	Spirit Master Funding VI LLC	55-13-09*170-001.000-021	695 W Southview Dr
C (0-12)	Rod & Todd Stafford	55-13-09-180-016.000-021	Pine Dr
C (0-12)	Octavia Investments LLC	55-13-09-255-001.002-021	75 Bills Blvd
C (12-25)	Dunn Wandelohr & Mary Ann Irevoc Trst	55-13-09-265-014.003-021	E Mahalassville Dr
C (12-25)	John D Sr & Wanda M Beck	55-13-09-265-014.001-021	347 E Mahalassville Dr
C (25-36)	Billy O Lippincott Trustee	55-13-09-400-004.000-023	E Mahalassville Rd

**18 Easements @ \$25,000  
= \$450,000**

**EXHIBIT**

A

Page 1 of 1



Online Form Submittal: Sewer Adjustment Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Mon 1/5/2026 6:55 PM

To Katelynn Brummett <kbrummett@Martinsville.in.gov>; Jamie Kenworthy <jkenworthy@Martinsville.in.gov>; Heather Staggs <hstaggs@Martinsville.in.gov>

Sewer Adjustment Application

Account Number	50281011
Date	1/5/2026
Name	Seth Helton
Phone Number	8123256505
Email Address	seth.e.helton@gmail.com
Service Address	730 E Nutter Street
City	Martinsville
State	IN
Zip Code	46151
Month of Excessive Bill	12
Excessive Bill Amount	1068.06
Did the water pass through the sewer?	No

Detailed description of leak I was contacted about an increased usage of water at 730 E Nutter Street. The water was turned off and was turned back on in order to detect the leak. The leak was found in the yard indicating that the water never made it to the sewage system and instead was leaking directly into the yard. The repair was completed by Hudson Plumbing.

Repair Company Information

Name	Hudson Plumbing
Phone	765-349-0900
Address	435 W Morgan Street
City	Martinsville
State	IN
Zip Code	46151

Please attach copy of repair bill [Invoice\\_16404.pdf](#)

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0  
 Excessive Usage <sup>12/25</sup> 942 <sup>12/0</sup> 03 Excessive Sewer Amount <sup>12/25</sup> \$1068.06 <sup>12/0</sup> \$78.31  
 Average Usage 1 Average Sewer Amount \$8.50  
 Requested Adjustment Amount \$1129.37

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                      \_\_\_\_\_

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# SEWER ADJUSTMENT APPLICATION

Please email application and receipts to [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)

Questions, call 765.342.2449

Account Number 10,013 00 07 Date 1-15-26  
Name Angela Hacker Phone 765-516-5926  
Email Address angela.g.hacker@gmail.com  
Service Address 489 112 W. Harrison St.  
Month of Excessive Bill \_\_\_\_\_ Excessive Bill Amount 386.14

Did the water pass through the sewer?  Yes  No  
Detailed description of leak ~~water leak~~ water leak from house went into  
crawl space

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

Name JSR Phone 765-344-3842  
Address PO Box 33 Paagon, Ind 46166

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage 147 Excessive Sewer Amount \$ 172.89  
Average Usage 40 Average Sewer Amount \$ 52.41

Requested Adjustment Amount \$120.48

## 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 [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)  
Questions, call 765.342.2449

Account Number 10 02000 02 Date JAN 6 2026  
Name SAMUEL BRANDENBURG Phone 765-823-2895  
Email Address \_\_\_\_\_  
Service Address 400 W HARRISON ST  
Month of Excessive Bill Dec 19/2005 Excessive Bill Amount \_\_\_\_\_  
Did the water pass through the sewer?  Yes  No  
Detailed description of leak 5 WATER LINES BROKEN  
& REPAIRED

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

Name SELF Phone \_\_\_\_\_  
Address \_\_\_\_\_

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage 143 Excessive Sewer Amount \$ 168.39  
Average Usage 54 Average Sewer Amount \$ 68.17  
Requested Adjustment Amount \$ 100.22

## 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 [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)

Questions, call 765.342.2449

Account Number 12 47800 00 Date 1-6-26  
Name Tonya L Woolbright Phone 765-342-1748  
Email Address twoolbright1214@gmail.com  
Service Address 58 Meribeth Place  
Month of Excessive Bill 12-21-25 Excessive Bill Amount 604.09

Did the water pass through the sewer?  Yes  No

Detailed description of leak 16x80 Mobile Home. Leak was underneath, toward the back end. Had to cut out old white pvc pipe. Installed shark bite. It had a pretty hard spray toward ground. Not flooring. Inspected rest of plumbing. Looks good.

He had the parts in the back of his truck. Whatever a shark bite of pvc pipe. He didn't say there were any other parts.

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

Name Chris Dawson Phone 812-597-4437  
Address Lick Creek Rd. Morgantown IN

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage 348 Excessive Sewer Amount \$399.22  
Average Usage 12 Average Sewer Amount \$19.38

Requested Adjustment Amount \$379.84

## 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 [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)

Questions, call 765.342.2449

Account Number 150090004 Date ~~7/9/24~~ 1-5-24

Name Reta Hannell Phone 317-919-2016

Email Address reta.hannell@gmail.com

Service Address 1200 S. Main St, Martinsville IN 46151

Month of Excessive Bill December Excessive Bill Amount \$573.16

Did the water pass through the sewer?  Yes  No

Detailed description of leak leak was between meter  
& house / I put in new water  
line from house to meter  
bill \$4,500.00

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

Name Hudson Plumbing Phone 765) 349-0900

Address Martinsville TN 46151

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 328 Excessive Sewer Amount \$370.70

Average Usage 24 Average Sewer Amount \$34.39

Requested Adjustment Amount \$342.31

## 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 [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)  
Questions, call 765.342.2449

Account Number 15 30600 03 Date 1-10-24  
Name JACK BROYER / Heather Spurgeon Phone 765 318.2098  
Email Address \_\_\_\_\_  
Service Address 1389 SOUTH MARRIETT ST MARY  
Month of Excessive Bill \_\_\_\_\_ Excessive Bill Amount \_\_\_\_\_  
Did the water pass through the sewer? \_\_\_\_\_ Yes  No   
Detailed description of leak underground water line broken

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

Name TNP Plumbing Phone 765-341-9728  
Address \_\_\_\_\_

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage <sup>11/25</sup> 1142 <sup>12/25</sup> 567 Excessive Sewer Amount <sup>11/25</sup> \$1293.26 <sup>12/25</sup> \$1045.81  
Average Usage 46 Average Sewer Amount \$59.17

Requested Adjustment Amount \$1820.73

## 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 [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)  
Questions, call 765.342.2449

Account Number 15 9010003 Date 5 Jan. 26  
Name Gary Goodnight Phone 765-346-0510  
Email Address gary\_goodnight@sbcglobal  
Service Address 20 Duo Dr  
Month of Excessive Bill December 2015 Excessive Bill Amount \$368.79  
Did the water pass through the sewer?  Yes  No  
Detailed description of leak Leak in crawl space defective  
water line

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

Name Hudson Plumbing Phone 765-349-0900  
Address 435 W. Morgan

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage 190 Excessive Sewer Amount \$228.07  
Average Usage 93 Average Sewer Amount \$112.09  
Requested Adjustment Amount \$115.98

## 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](mailto:hstagg@martinsville.in.gov)  
Questions, call 765.342.2449

Account Number 10080000 00 Date Jul 21, 2026  
Name Laura Eckart Phone 317-431-2906  
Email Address leekart@gmail.com  
Service Address 700 E. Washington St, Martinsville IN 46151  
Month of Excessive Bill 12/15/25 to 1/6/26 Excessive Bill Amount \$ 710.30  
Did the water pass through the sewer?  Yes  No  
Detailed description of leak 12/20/25 discovered water on cellar floor. ~~leak~~ <sup>leak</sup>  
Contacted plumber 12/30/25 due to floor not drying up. ~~leak~~ <sup>leak</sup>  
1/6/26 main water line into house from meter replaced  
Repair Company Information (Please attach a copy of repair bill.)  
Name Gluff Plumbing Inc. Phone 765-721-6739  
Address 4002 W. SR 142, Moravia IN 46157

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 3  
Excessive Usage 419 Excessive Sewer Amount \$479.16  
Average Usage 25 Average Sewer Amount \$35.52

Requested Adjustment Amount \$443.64

## 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



Online Form Submittal: Sewer Adjustment Application

From noreply@civicplus.com <noreply@civicplus.com>

Date Fri 1/16/2026 1:07 PM

To Katelynn Brummett <kbrummett@Martinsville.in.gov>; Jamie Kenworthy <jkenworthy@Martinsville.in.gov>; Heather Staggs <hstaggs@Martinsville.in.gov>

Sewer Adjustment Application

Account Number 71481001  
 Date 1/16/2026  
 Name Emily James  
 Phone Number 7653184898  
 Email Address ecjames@hotmail.com  
 Service Address 1340 E Harrison St  
 City Martinsville  
 State IN  
 Zip Code 46151  
 Month of Excessive Bill December  
 Excessive Bill Amount 1587.67  
 Did the water pass through the sewer? No  
 Detailed description of leak Main water valve froze and burst into basement. All water drained onto ground and not into drains, pumped water out of basement and onto ground with help of Hoosier Plumbing

Repair Company Information

Name Hoosier Plumbing  
 Phone 7653463636  
 Address 1442 East Blue Bluff Lane  
 City Martinsville  
 State IN  
 Zip Code 46151  
 Please attach copy of repair bill [INV0185.pdf](#)

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0  
 Excessive Usage 984 Excessive Sewer Amount \$ 1115.35  
 Average Usage 0 Average Sewer Amount 67.37  
 Requested Adjustment Amount \$1107.98

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
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# SEWER ADJUSTMENT APPLICATION

Please email application and receipts to [hstaggs@martinsville.in.gov](mailto:hstaggs@martinsville.in.gov)

Questions, call 765.342.2449

Account Number 12 50000 02

Date DEC 26 1-29-22

Name PAUL HUNT

Phone 7653429375

Email Address \_\_\_\_\_

Service Address 34 DALTON CIRCLE

Month of Excessive Bill DEC-25 Excessive Bill Amount \_\_\_\_\_

Did the water pass through the sewer?  Yes  No

Detailed description of leak RUSTED + CONNECTION

COULDN'T GET EMERGENCY REPAIR

DURING HOLIDAY

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

Name HUNSON PLUMBING Phone 765-349-0900

Address 435 W MORGAN ST

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 147 Excessive Sewer Amount \$172.89

Average Usage 31 Average Sewer Amount \$42.28

Requested Adjustment Amount \$130.61

## 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