

Martinsville Board of Works and Safety
Meeting Agenda
Monday, September 8, 2025
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 Monday, August 25, 2025 Meeting Minutes

New Business

- A. Consideration of Engagement Contract - The Woombles Orchestra
- B. Consideration of Engagement Contract - Kevin Roberts Entertainment Agency
- C. Consideration of Performance Agreement - Another Round
- D. Consideration of Changer Order Number 3 - Reed and Sons Construction
- E. Consideration of Changer Order Number 6 - HWC Engineering
- F. Consideration of Claims - Owner Occupied Grant Program - ARa

Sewer Adjustment Applications

- A. Consideration of Sewer Adjustment Applications for September 8, 2025
 - a. 1130-1140 E. Washington St. - \$176.78
 - b. 610 W. Morgan St. - \$119.31
 - c. 160 E. Morgan St. - \$305.14

Next Regular Meeting

- A. The next regular meeting will be on Monday, September 22, 2025, at 6:30 PM in the Council Chambers (Room 202), City Hall, 59 S. Jefferson St., Martinsville, IN

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 25, 2025**

Call to Order

Roll Call

Member Kelly Bray - Absent
Member John Lillywhite – Present
Member Mayor Kenny Costin – Present

A quorum was declared.

Consideration of the Minutes

A. Minutes of the August 11, 2025, Board of Works and Safety Meeting

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

New Business

A. Opening of Bids for General Contractor - CR Schiefer Art Project

Mr. Porter informed the board that no bids were submitted.

B. Consideration of the Recommendation for the Awarding of the Bid for the Construction of Performers' Restroom and Storage Space at The Venue

JTH was the only bidder at \$84,900.00. The recommendation from Mr. Oakes was to award the project to JTH.

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

C. Consideration of Change Order Number 1 - Wallace Construction

Mr. Dunn presented the change order to the board for their approval. The change order was in the amount of \$33,701.27.

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

D. Consideration of Change Order Number 3 - Banning Engineering

Mr. Oakes presented the change order to the board. The change order is in the amount \$5,561.00. This is Change Order #3.

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

E. Consideration of Change Order Number 4 - Banning Engineering

Mr. Oakes presented the change order to the board for their approval. This was Change Order #4 for \$290,441.08 for several items. Mr. Lillywhite requested that the numbers be verified.

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

F. Consideration of Change Order Number 5 - Banning Engineering

Mr. Oakes presented the change order to the board for their approval. This is Change Order #5 in the amount of \$3,762.00.

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

Sewer Adjustment Applications

A. Sewer Adjustment Applications for August 25, 2025

The mayor presented the sewer adjustments to the board for their consideration. The sewer adjustment requests were:

- A. 340 South Ohio Street in the amount of \$254.48
- B. 1149-1159 East Gray Street in the amount of \$226.32

A motion to Approve was made by Board of Works John Lillywhite. Kenneth Costin seconded the motion. The motion passed 2-0.

Next Regular Meeting

- A. The next regular meeting will be on Monday, September 8, 2025, beginning 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 ☐ Nay ☐ Abstain ☐	
John Lillywhite, Member	Aye ☐ Nay ☐ Abstain ☐	
Kenny Costin, Mayor	Aye ☐ Nay ☐ Abstain ☐	
ATTEST		
Name	Signature	Date
Benjamin K. Merida, Clerk-Treasurer		

The Martinsville Theatre

"Engagement Contract"

This Contractual Agreement is hereby entered into this date:
Between: **The Woomblies Rock Orchestra** (Hereafter referred to as "Artist")
The Martinsville Theatre (Hereafter referred to as "Purchaser").

Date of Engagement: October 23, 2025

Hours of Engagement: 7:30-9:30/9:45pm EST

Event Name: The Martinsville Theatre Soft Opening (Not open to the public)

Location of Engagement: The Martinsville Theatre

Address: 36 E. Morgan St.

City: Martinsville

State: Indiana

Zip: 46151

Guaranteed Contract Total Price: \$5,000.00 (Five Thousand Dollars)

Load In Scheduled Time: TBA

Sound Check: TBA

A Non-Refundable Deposit of: \$0.00

Balance due the day of the event upon request of Artist: \$5,000.00 (Five Thousand Dollars)

NO catering, stagehands, dressing rooms or alcohol provided! Water will be furnished.

Sound & Lights: Purchaser to provide.

Drums Furnished: NO

Bass Rig Furnished: NO

Hotel Rooms Furnished: NO

Artist shall not perform in unsafe conditions (Such as Heavy Rain, Damaging Winds or Lighting).

The full contract balance shall become due immediately should the weather cause a cancellation of the performance.

However, if the scheduled concert is cancelled within Two hours before scheduled load in time, and the show is rescheduled, the Artist will only be paid in full for new scheduled performance, however if no new date can be arranged, the Artist will be paid in full for the original scheduled concert date.

Note- To all artists, you are responsible for cleaning the stage after your performance, such as set list, water bottles, batteries, etc.

Please be on time for load in & sound check times.

Please send your website address and all social media handles so we can tag you and help promote the event!

IF YOU REQUIRE A WIRELESS MIC, YOU MUST BRING IT! If Artist intends to bring a FOH engineer with them, they need to be self-contained as follows: Bring own mixing console & snake for FOH, be prepared to pin up your band and get them ready for show! If the Artist will be using IEM rig, please bring your own mics.

Purchaser: The Martinsville Theatre

Address: 36 E. Morgan St.

City: Martinsville

State: Indiana

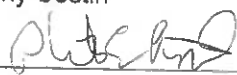
Zip: 46151

Day of show contact: Rob Helms

Cell Phone: 317-965-8201

Email: rhelms@rdproductionsllc.com

Contract Signee: Mayor Kenny Costin

Contact Signature: 

Artist: The Woomblies Rock Orchestra

Address: 4717 Shelbyville Road

City: Indianapolis

State: Indiana

Zip: 46237

Contact: Phil Pierle

Email: thepierles@att.net

Cell Phone: 317-441-1971

Web Site: woomblies.com

Contact Signature: 

Dated this: 08/06/2025

rhelms@rdproductionsllc.com

Please sign and email to:



Kevin Roberts Entertainment Agency
109 Holly Lane
Suite 1
White House, TN 37188

1. **AGREEMENT** made this **6th day of August, 2025** between **Phat Cat Swinger / Licata Productions LLC.** (herein referred to as Artist) and **Mayor Kenny Costin of Martinsville Entertainment Theatre** (herein referred to as Purchaser).
 - a. Venue: Martinsville Entertainment Theatre b. Address: 36 E. Morgan St. , Martinsville , Indiana , 46151
2. **DATE(S) OF ENGAGEMENT:**
 - a. Date(s): Saturday, December 06, 2025
 - b. Showtime(s): 7:30 - 8:15PM & 8:45 - 10:00 PM c. Length: 2 sets - 45 & 90 per set
 - d. Load-In Time: TBA e. Sound Check Time: TBA
3. **JOB DESCRIPTION:** Theatre **Number of Performances:** 2
4. **ARTIST - INDEPENDENT CONTRACTOR:**
Artist shall at all times have complete supervision, direction and control over the service of his personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. The Artist executes this agreement as an Independent contractor not as an employee of the Purchaser.
5. **GROSS COMPENSATION:**(in U.S. Dollars)
\$15,000.00 ()
Deal Points:

DEPOSIT RECEIVED	
Date	Amount

- a. Unless otherwise specified, contract price shall include agent's commission.
- b. Gross compensation to artist is to be paid as follows:
BINDER of to be received on or before
DEPOSIT of \$7,500.00 to be received on or before 08/29/2025
 Binders and deposits to be made payable to "**Kevin Kingsbury Entertainment**". Balance of **\$ 7500.00** is due upon demand on day of engagement in cash, company check, or cashier's check made payable to the Artist. This balance is guaranteed rain or shine. No personal checks will be accepted.
- c. **TICKET PRICES:** d. **CAPACITY:** Martinsville e. **GROSS POTENTIAL:** \$0.00
 IF THE ACTUAL TICKET PRICE OR CAPACITY VARIES FROM THAT STATED IN THIS CONTRACT, THEN THIS AGREEMENT IS VOID.
- f. **RADIUS CLAUSE:**
6. **OTHER CONSIDERATIONS:**
 - a. If a contract rider is attached, that rider is a part of this contract, and it must be reviewed, signed by Purchaser and returned to the Artist's representative with this contract. In the event of conflict between the provision(s) of this contract and said rider, the provision(s) of the said rider shall govern.
 - b. Any appearance for any reason whatsoever other than herein stated time and places must be approved by Artist prior to show date. If agreed upon, it must be inserted in contract.
 - c. **SOUNDS & LIGHTS:**
Purchaser to provide per the artist specification.
 - d. **SPECIAL PROVISIONS:**
Venue: Martinsville Entertainment Theatre, 36 E. Morgan ST. Martinsville IN 46151. Purchaser to provide 7 double rooms plus 1 meal per band member and crew. Purchaser to provide a drum kit & Keyboard per the artist specification. Purchaser to provide a shuttle to & from the airport, hotel, and theatre. Artist to perform a Christmas Set & a regular set.
7. **THIS ENGAGEMENT IS NOT TO BE ADVERTISED OR PUBLICIZED IN ANY MANNER OR FORM UNTIL THIS CONTRACT IS FULLY PROCESSED AND SIGNED BY BOTH PARTIES. THIS CONTRACT BECOMES VOID IF PURCHASER FAILS TO SIGN AND RETURN SAME WITHIN 10 DAYS OF DATE ISSUED. DO NOT SIGN UNTIL YOU HAVE READ BOTH FRONT AND BACK OF THIS AGREEMENT AND ALL RIDERS.**
8. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Purchaser's Signature: <u>Mayor Kenny Costin</u> Purchaser's Name: Mayor Kenny Costin Purchaser Company: Martinsville Entertainment Theatre Address: P.O Box 1415 Martinsville , Indiana , 46151 Telephone: 317-965-8201 Fax:	Artist Signature: <u>Phat Cat Swinger / Licata</u> Artist Name: Phat Cat Swinger / Licata Productions LLC. Marco A. Palos Address: 9634 Giddings Ave. Las Vegas NV 89148 Agent: Kevin Roberts
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DocuSigned by:
Marco A. Palos
6F2E049ACAD84E9
Phat Cat Swinger / Licata
Productions LLC.
Marco A. Palos
9634 Giddings Ave.
Las Vegas NV 89148
Kevin Roberts



Kevin Roberts Entertainment Agency
109 Holly Lane
Suite 1
White House, TN 37188

BE IT FURTHER AGREED ADDITIONAL PROVISIONS MADE PART OF THIS CONTRACT ALL ATTACHED RIDERS ARE PART OF THIS CONTRACT

9. In the event of sickness or of accident to Artist, or if a performance is prevented, rendered impossible or unfeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies or any cause beyond the control of Artist's obligation as to such performances shall be deemed waived. In the event of such non-performance for any of the reasons stated in this paragraph, the monies (if any) advanced to Artist hereunder, shall be deemed an emergency and payment of the agreed upon compensation shall be made notwithstanding; provided, however, Artist is ready, willing and able to perform pursuant to the terms hereof.
10. If, on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory, Artist shall have the right to demand the payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and in such event, Artist shall retain any amounts theretofore paid to Artist by Purchaser, and the liquid damages provisions described in Paragraph 13 below shall also apply to the cancelled engagement.
11. IT IS EXPRESSLY AGREED THAT KEVIN ROBERTS ENTERTAINMENT AGENCY ACTS HEREIN AS AGENT FOR ARTIST OR PURCHASER IN FURTHERANCE THEREOF AND FOR THE BENEFIT OF KEVIN ROBERTS ENTERTAINMENT AGENCY. IT IS AGREED THAT NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN KEVIN ROBERTS ENTERTAINMENT AGENCY AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH OR RELATED TO ANY ACTS OF COMMISSION OR OMISSION PURSUANT TO THIS AGREEMENT BY EITHER PURCHASER OR ARTIST.
12. If Purchaser engages the Artist for a future performance within 18 months of the actual performance engagement date on this contract, without utilizing Kevin Roberts Entertainment Agency as the agency, then the Artist and/or the Purchaser shall be liable to pay Kevin Roberts Entertainment Agency a percentage of the gross contract price paid to the Artist by Purchaser.
13. LIQUID DAMAGES: In the event Purchaser cancels the engagement at any time before or after making the deposit specified on Page One, Paragraph 5, Purchaser shall nevertheless pay Artist the balance of the minimum guarantee specified on Page One, Paragraph 5 as liquidated damages and Purchaser shall by such payment be relieved of further liability for such cancellation. Failure of Purchaser to pay said amount within seven (7) days of such cancellation shall entitle Artist to sue, not only for the balance of such minimum guarantee, but also for such other relief and damages as are appropriate under the circumstances.
14. ARBITRATION OF CONTROVERSIES: The State of Tennessee shall have exclusive jurisdiction over any and all controversies or claims arising out of or relating to this contract or the breach thereof. Purchaser hereby designates the Secretary of State, State of Tennessee as its agent for service or process. In the event that Artist or Agent must resort to litigation to enforce this agreement, all reasonable costs of collection, including reasonable attorney's fees, court costs and related litigation costs shall be payable by Purchaser.
15. This contract cannot be assigned or transferred without the written consent of Artist. It contains the complete understanding of the parties hereto and may not be amended, supplemented, varied or discharged, except by an instrument in writing. This contract is not binding upon the parties until executed and delivered by Artist or his designee to Purchaser. The terms "Artist" and "Purchaser" as used herein shall include and apply to the singular and the plural and to all genders.
16. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist relating to and permitting such recording, reproduction or transmission. Any radio or TV appearances in conjunction with this contract must have prior approval by Artist and inserted in contract.
17. If this contract covers dates to be played in one of the Canadian Provinces, contract valid only when it is accompanied by completed "Application For the Entry of Entertainers" form supplied by the Canadian Government.
18. If any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.
19. Receipt of this contract by Purchaser and commencement of the engagement shall be deemed acceptance by Purchaser of all terms and conditions herein, regardless of Purchaser's failure to sign and return this contract.

ANOTHER ROUND Performance Contract

Another Round
% Cameron Basile
PO Box 5093
Bloomington, IN 47401

CONTACT INFORMATION

This contract is formed on 08/18/2025 between Indiana University's Another Round and the person or organization listed below.

Organization (optional):	n/a
Contact:	Kenneth Belt
Phone:	(765) 342-5571 ext.4043
Email:	ken.belt@msdmartinsville.org

PERFORMANCE AND FEE INFORMATION

Date:	Sunday, December 14th, 2025
Time:	2:00pm EST
Event:	Another Round Winter Performance at Martinsville
Location:	(Name To Be Announced) Martinsville, IN
30% Non-refundable Deposit Due when Contract is returned to AR:	\$750.00
Amount Due by Day of Performance:	\$1750.00
TOTAL	\$2,500.00
Performance Fee:	ON OR BEFORE DAY OF EVENT
Payment Due:	***MAKE CHECKS PAYABLE TO ANOTHER ROUND***

IMPORTANT INFORMATION - PLEASE READ

- *Cancellation Policy:* If a show is canceled on behalf of the sponsor AFTER the contract is SIGNED, the non-refundable deposit substitutes as a payment for loss of anticipated income. See rescheduling policy.
- *Rescheduling Policy:* If a show is postponed or scheduled for an earlier date AFTER the contract is SIGNED, **10% of the performance fee** is to be added onto the performance fee. Example for reference: \$1000 + 10% = \$1100

The parties signed below have read and agreed to all terms and conditions contained on this contract, plus any riders or attachments if specified above under "additional instructions."

To be completed by Another Round:

Electronic Signature: Cameron Basile

Date: 8/18/2025

To be completed by Contact hiring Another Round:

Electronic Signature: _____

Date: _____

Reed & Sons Construction, Inc.

299 W Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Martinsville
59 S Jefferson Street
Martinsville, IN 46151
Project: Martinsville Levee North

RFC No: 03
Date: 6/17/2025
Description: This change order is in response to the revised pad designs required for controls and electrical service.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$35,720.00 will be added to the contract price.

Original Contract	\$3,442,900.00
Other Approved Change Orders	\$-2,107.83
Total Contract to Date	\$3,440,792.17
This Request	\$35,720.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$3,476,512.17

Authorized Signature: _____ Date: _____
Reed & Sons Construction, Inc.

Authorized Signature: _____ Date: _____
City of Martinsville

SECTION 00 63 63 - CHANGE ORDER NO. 3

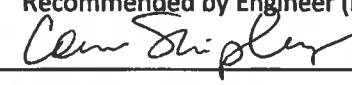
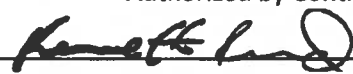
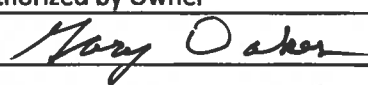
Owner:	City of Martinsville, Indiana	Owner's Project No.:
Engineer:	Banning Engineering	Engineer's Project No.:
Contractor:	Reed & Sons Construction, Inc.	Contractor's Project No.:
Project:	Levee Improvements Project	
Contract Name:	City of Martinsville – North Levee	
Date Issued:		Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

See attached description and justification.

Attachments: Change Order #2 Request Mark-ups
Change Order #3 Request

Change In Contract Price	Change In Contract Times
Original Contract Price: \$ <u>3,442,900.00</u>	Original Contract Times: Substantial Completion: <u>337 days (June 27, 2025)</u> Ready for final payment: <u>485 days (November 21, 2025)</u>
Decrease from previously approved Change Orders No. 0 to No. 2: \$ <u>1,694.13</u>	Increase from previously approved Change Orders No. 0 to No. 0: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>3,441,205.87</u>	Contract Times prior to this Change Order: Substantial Completion: <u>337 days (June 27, 2025)</u> Ready for final payment: <u>485 days (November 21, 2025)</u>
Increase this Change Order: \$ <u>31,022.92</u>	Increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>3,472,228.79</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>337 days (June 27, 2025)</u> Ready for final payment: <u>485 days (November 21, 2025)</u>

Recommended by Engineer (if required) By: <u></u> Title: <u>Project Manager</u> Date: <u>8/11/25</u>	Authorized by Contractor <u></u> Vice President 8/21/2025
Authorized by Owner By: <u></u> Title: <u>Director of Planning & Engineering</u> Date: <u>8/26/25</u>	Approved by Funding Agency (if applicable) _____ _____ _____



City of Martinsville, Indiana
Levee Improvements Project
Phase I – North Levee
Change Order No. 3 Justification
July 30, 2025

Issue #1 (Additional Concrete at Pump Stations)

The proposed change in work involved increasing the size of the concrete pads at all pump stations for the North Levee Project, in order to accommodate larger than expected electrical cabinets and equipment. Enlarging the concrete pads requires additional excavation and grading to form and pour the concrete. This also increases the area the length of fence needed to enclose the area. Two of the pump stations required the dedicated transformer and control panels to be relocated to a higher elevation, due to the interior flood elevation. The electrical equipment was relocated adjacent to the generator. The electricians installed additional conduit from the pumps to the control panel and transformer for the two lift stations. **The cost adjustment to the contract for this change order item is an increase of \$35,720.00.**

Issue #2 (Credit for Overcharging in Change Order #2)

The additional work associated with Change Order #2 involved 22.5-degree MJ fittings to replace the 45-degree fittings that were called for on the plan set. Due to the angle of the levee, 22.5-degree were needed instead, in order to maintain the necessary cover over the force main. However, additional labor and equipment charges were applied to Change Order #2 when additional labor and equipment were not warranted for the fitting degree changes. Only the additional material costs for the 22.5-degree fittings were warranted, along with the 10% material overhead mark-up. **The cost adjustment to the contract for this change order item is a decrease of \$4,697.08.**

Item	Description	Unit	Quantity	Unit Price	Amount
C03-1	Additional Grading, Excavation, Concrete, Fencing, and Electrical Equipment Relocation	LS	1	\$35,720.00	\$35,720.00
C03-2	Credit from C02	LS	1	(\$4,697.08)	(\$4,697.08)
Total Change Order Amount					\$31,022.92



Reed & Sons Construction, Inc.

299 W Moorman Road
Bloomington, IN 47403
Phone: (812) 824-9237
Fax: (812) 824-6616

Request for Change Order

To: City of Martinsville
59 S Jefferson Street
Martinsville, IN 46151
Project: Martinsville Levee North

Labor	Hours	Rate	Burden	Fringes	Total
Common Laborer	9	55.20	0.00	0.00	496.80
Operator	9	73.25	0.00	0.00	659.25
	18				1,156.05

NEEDS TO BE REMOVED

Material	Qty	Cost	Tax	Total
12 MJ 22-1/2 L/ACC 401 LINED	14EA	1,173.35	0.00	16,426.90
12 PIPE RESTRAINT FOR DI ORC90	9	230.90	0.00	2,078.10
			0.00	16,426.90

NEEDS TO BE REMOVED

Equipment	Hours	Rate	Total
2013 Chevy 3500	9	30.00	270.00
2006 Case 580 Super M Backhoe	9	40.00	360.00
	18		630.00

Description	Pcnt	Amount
Labor		1,156.05
Material		16,426.90
Equipment		630.00
Total Cost		16,426.90
Labor OH/Profit	15%	35% 0
Equipment OH/Profit	15%	35% 0
Material OH/Profit	10%	1,642.69
Sub OH/Profit	5%	0.00
Contract Amount		\$22,766.67

\$18,069.59

15% IS THE MAX
PERCENTAGE THAT
CAN BE IMPLEMENTED
ON OVERHEAD PER
SPECIFICATIONS



INVOICE

Invoice Number
Invoice Date

IN0075238
01/20/2025

Customer No IN00711371

Job Name MARTINSVILLE NORTH LEVEE

Sales Representative Jon Beane

Sold To
REED AND SONS CONST INC
299 W MOORMAN RD
BLOOMINGTON, IN 47403, USA

Ship To
REED AND SONS CONST INC
299 MOORMAN ROAD
STEVE (463)-701-1832
BLOOMINGTON, IN 47403, USA

Sales Site
CONSOLIDATED PIPE & SUPPLY
2821 SABLE MILL LN
JEFFERSONVILLE, IN 47130-9248
PHONE: 812-280-0100

Order S326548	Ship Date	01/21/2025	Ordered By	STEVE KIGGINS
	Terms of Payment	Net 30 Days	Customer PO No	24-0011 04
	Delivery Terms	Prepaid Destination		

Order Line Details

Line	CPS Part No Part Description	Customer Part No	Bid Item	Order Qty	Invoice Qty	Unit Price	UoM	Extended Amount
1	20-1200-01254 12 MJ 22-1/2 L/ACC 401 LINED			14 00	12 00	\$1,173.35	EA	\$14,080.20

Invoice Subtotal Amount	\$14,080.20
Invoice Tax Amount	\$985.61
Invoice Total	\$15,065.81

REMIT PAYMENT TO: CONSOLIDATED PIPE & SUPPLY COMPANY, INC. DEPARTMENT 3147, PO BOX 2153, BIRMINGHAM, AL 35287-3147

Page 1 of 1

This Invoice is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at <https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply-General-Terms-and-Conditions-of-Sale-10.1.16-03622602-7.pdf>. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional, or conflicting terms and conditions shall be inapplicable to this Invoice as well as to any related purchase order or other agreement, or any performance thereunder.

02265107000001010100

SECTION 00 63 63 - CHANGE ORDER NO. 6

Owner: City of Martinsville, Indiana Owner's Project No.:
 Engineer: Banning Engineering Engineer's Project No.:
 Contractor: Striegel Design and Construction, Inc. Contractor's Project No.:
 Project: Levee Improvements Project
 Contract Name: City of Martinsville – South Levee
 Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

See attached description and justification.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 11,011,011.00	Original Contract Times: Substantial Completion: 337 days (June 27, 2025) Ready for final payment: 485 days (November 21, 2025)
Increase from previously approved Change Orders No. 1 to No. 5: \$ 697,965.98	Increase from previously approved Change Orders No. 1 to No. 5: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 11,708,976.98	Contract Times prior to this Change Order: Substantial Completion: 337 days (June 27, 2025) Ready for final payment: 485 days (November 21, 2025)
Increase this Change Order: \$ 14,208.00	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price Incorporating this Change Order: \$ 11,723,184.98	Contract Times with all approved Change Orders: Substantial Completion: 337 days (June 27, 2025) Ready for final payment: 485 days (November 21, 2025)

Recommended by Engineer (if required)
 By: Cam Siple
 Title: Construction Engineering - Project Engineer
 Date: 8/26/25

Authorized by Contractor
Alleganoria Striegel
 Striegel Design & Construction - Owner

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____



Confidence in the built environment.

**City of Martinsville, Indiana
Levee Improvements Project
Phase II – South Levee
Change Order No. 6 Justification
August 26, 2025**

Issue #1 (Pavement Repair Deduct)

The pavement repair line item in the original contract, due to potential for some pavement restoration to occur throughout the project. However, pavement repair work was not required and can be deducted from the contract. **The cost adjustment to the contract for this change order item is a decrease of \$180,910.00.**

Issue #2 (Access Drive from Pump House to RR)

An access drive between the pump house and the railroad tracks on the land side of the levee was proposed to provide access for maintenance. The contractor has provided a proposal to construct a 10-foot-wide stone drive. The proposal includes cutting approximately 10" of existing dirt, compacting the subsurface, installing a 4-inch lift of #2 stone, installing a 6" lift of #53 stone, hauling off dirt spoils, and installing the appropriate erosion control measures. The contractor provided a price for the proposed changes in the amount of \$195,118.00. **The cost adjustment to the contract for this change order item is an increase of \$195,118.00.**

Item	Description	Unit	Quantity	Unit Price	Amount
CO6-1	Pavement Repair Deduct	LS	1	(\$180,910.00)	(\$180,910.00)
CO6-2	Access Drive	LS	1	\$195,118.00	\$195,118.00
Total Change Order Amount					\$14,208.00



Striegel Design & Construction

50 North County Road 650 West

Medora, Indiana 47260

(812) 528-1095

montestriegel@yahoo.com

To Whom It May Concern:

8-7-25

Striegel Design & Construction Proposes the following:

Installation of a driveway extension on the South levee from Nutter Ditch Pump House north to the railroad tracks, to include the following:

- Dirt Cut out for 10 ft wide driveway (all dirt to remain on site): \$38,500
- Install 4inches x 10ft lift of #2 stone \$35,982.10
- Install 6 inches x 10 ft #53 stone \$40,555.9
- Compaction of subgrade & additional lifts: \$30,800
- Regarding of spoil & edges of new driveway \$25,410
- Seed & Erosion Control measures \$23,870

TOTAL: \$195,118



748 Franklin Street
Columbus, IN 47201
FAX: 812-376-8857 INTERNET: carrie@ARaCities.org
812-376-9949

to : Ben Merida
Office of the Clerk Treasurer

from : Carrie Riley

date : August 22, 2025

subj : Martinsville OOR
Grant Number: OOR-23107

The total of the invoices and claims submitted for payment for construction is \$6,360.00. I will request this amount from CDBG and \$0.00 from local funds.

Claims

<u>Contractor</u>	<u>Amount of Claim(s)</u>	<u>CDBG Amount</u>	<u>Local funds</u>
ARa	\$0.00	\$0.00	\$0.00
Fortitude Consulting	\$6,360.00	\$6,360.00	\$0.00
TOTALS	\$6,360.00	\$6,360.00	\$0.0

Please call when the drawdown arrives in the city. The city must disburse the grant funds within 5 days of receipt. The city cannot have an excess of \$5,000 of grant funds on hand for more than 5 days. Please send me copies of the checks and any ACH deposits.

If you have any questions or if I can provide any further assistance, please call. Thank you.

DRAW REQUEST

Agency:	Indiana Office of Community and Rural Affairs (OCRA)
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Claim/Draw No.:	2
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Invoice Date:	8/200/25
Invoice Amount:	\$ 6,360.00

Name of Grantee:	Martinsville
Grant Number:	OOR-23-107

Grantee Address					
Street:	59 S. Jefferson St			EIN:	35-6001104
City/Town:	Martinsville			Program Name:	CDBG OOR
State:	IN	Zip Code:	46151	Grant Administrator:	ARa

Date of Service	Activity Code	Budget Category	Approved Budget	Expense Amount	Total Expenses to Date	Balance
8/20/2025	14A	Construction	\$ 291,860.00	\$ 6,360.00	\$ 36,010.00	\$ 255,850.00
	14A	Professional Fees	\$ 43,140.00	\$ -	\$ 30,000.00	\$ 13,140.00
	21E	ER	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
	21A	Administration	\$ 10,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
		Total Amount:	\$ 350,000.00	\$ 6,360.00	\$ 76,010.00	\$ 273,990.00

I certify and approve this claim.

Signature of Grantee:	Title:	Date:
	Mayor	

INVOICE

Fortitude Consulting LLC
P.O. Box 193
Whiteland, IN 46184-9336

justin.anderson@fortitudeconsulting.
info
+1 (317) 437-9727



Bill to

Administrative Resources Association
748 Franklin Street
Columbus, Indiana 47201

Ship to

Administrative Resources Association
748 Franklin Street
Columbus, Indiana 47201

Invoice details

Invoice no.: 1018
Terms: Net 60
Invoice date: 08/20/2025
Due date: 10/19/2025

#	Date	Product or service	Description	Amount
1.	08/18/2025	Heating System & AC	Installed R32 2-ton AC & Coil, installed whip, disconnect, pad. Ran power from breaker to main unit. Ran new lineset, restored power, tested, and verified operation. (440 W Harrison St. Martinsville, IN)	\$6,360.00

Total **\$6,360.00**

Ways to pay



View and pay

Online Form Submittal: Sewer Adjustment Application

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

Date Fri 8/22/2025 3:48 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 60490007

Date 8/22/2025

Name Timothy P Beck

Phone Number 608-712-0745

Email Address Timothy.paul.beck@gmail.com

Service Address 1130/1140 E Washington ST

City Martinsville

State IN

Zip Code 46151

Month of Excessive Bill July Aug bill INV# 20250714023116

Excessive Bill Amount \$386.92

Did the water pass through the sewer? No

Detailed description of leak leak in crawl space where main line comes into the duplex

Repair Company Information

Name David Chandler

Phone 765-318-8521

Address 725 S Buffalo Hill Dr

City Martinsville

State IN

Zip Code 46151

Please attach copy of repair [invoice.pdf](#)
bill

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0
Excessive Usage 193 Excessive Sewer Amount \$224.69
Average Usage 36 Average Sewer Amount \$ 47.91
Requested Adjustment Amount \$176.78

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 _____

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

- Caution: This is an External Email -



Online Form Submittal: Sewer Adjustment Application

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

Date Mon 8/25/2025 8:31 AM

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

Sewer Adjustment Application

Account Number	110450000
Date	8/25/2025
Name	Danielle Lawrence
Phone Number	7659138406
Email Address	Mrsnewman423@icloud.com
Service Address	610 W Morgan St
City	Martinsville
State	In
Zip Code	46151
Month of Excessive Bill	August
Excessive Bill Amount	511.90
Did the water pass through the sewer?	No
Detailed description of leak	Water leak at the main pipe coming into the house in the basement.

Repair Company Information

Name	Undercutters Plumbing
Phone	765-341-1823
Address	610 W Morgan St
City	Martinsville
State	In

Zip Code 46151

Please attach copy of repair bill [IMG_2130.jpeg](#)

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0

Excessive Usage 231 Excessive Sewer Amount \$267.48

Average Usage 54 Average Sewer Amount \$68.17

Requested Adjustment Amount \$199.31

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 _____

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

- Caution: This is an External Email -

Online Form Submittal: Sewer Adjustment Application

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

Date Thu 8/28/2025 6:01 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	140200003
Date	8/28/2025
Name	Stephanie Ricketts
Phone Number	3177975727
Email Address	Booplover78@yahoo.com
Service Address	160 E. Morgan Street
City	Martinsville
State	Indiana
Zip Code	46151
Month of Excessive Bill	June 2025
Excessive Bill Amount	486.17
Did the water pass through the sewer?	No
Detailed description of leak	The toilet water line busted and went into our basement .

Repair Company Information

Name	Paul Otts
Phone	(317) 605-7460
Address	6904 Ben Riley Court
City	Plainfield
State	Indiana
Zip Code	46151

Please attach copy of repair [Adobe Scan Aug 28, 2025 1.jpg](#)
bill

UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months 0
Excessive Usage 277 Excessive Sewer Amount \$319.27
Average Usage 6 Average Sewer Amount \$14.13
Requested Adjustment Amount \$305.14

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 _____

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

- Caution: This is an External Email -