

**Martinsville Board of  
Works & Safety  
Meeting Agenda  
Monday, January 13,  
2025  
6:30 PM - Council  
Chambers**

THE CITY OF  
**Martinsville**  
INDIANA



**Call to Order**

**Roll Call**

**Consideration of the Minutes**

Documents:

[DECEMBER 23, 2024 BOARD OF WORKS AND SAFETY MEETING MINUTES.PDF](#)

**New Business**

- A. Consideration of Agreement for Services - Morgan County Humane Society

Documents:

[MORGAN COUNTY HUMANE SOCIETY AGREEMENT FOR SERVICES.PDF](#)

**Sewer Adjustment Applications**

Documents:

[SEWER ADJUSTMENT APPLICATIONS FOR JANUARY 13, 2025.PDF](#)

**Next Regular Meeting**

The next regular meeting of the Board of Works and Safety will be on Monday, January 27, 2025, at 6:30 PM in the Council Chambers.

**Adjournment**

Any individual who requires an auxiliary 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 Merida, ADA Coordinator, 995 Rogers Road, Martinsville, IN 46151, 765-342-6012, as soon as possible, but no later than 48 hours before the scheduled event.



**MARTINSVILLE BOARD OF WORKS & SAFETY  
MARTINSVILLE INDIANA  
MORGAN COUNTY, INDIANA  
MONDAY DECEMBER 23, 2024**

**CALL TO ORDER**

Mayor Costin called the meeting to order.

**ROLL CALL**

Kenny Costin, Mayor - Present  
Kelly Bray, Board Member - Present  
John Lillywhite, Board Member - Present  
Ben Merida, Clerk Treasurer - Present  
Dale Coffey, Attorney - Absent  
Glen Koch, Attorney – Present

**MINUTES**

Mayor Costin presented the Minutes from the Board of Works meeting of Monday, December 9, 2024. A motion to approve the minutes as presented was made by Kelly Bray. The motion was seconded by John Lillywhite. The motion passed 3-0.

**NEW BUSINESS**

Consideration of Agreement for Services – Morgan County Economic Development Corporation  
– Executive Director Mike Dellinger presented the agreement to the board along with a recap of work accomplished for 2024. A motion to approve the agreement as presented was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

Consideration of Purchase of F750 Dump, Plow, and Spreader Truck – City Superintendent Mac Dunn presented the request to the board. Funds for the purchase would come from the General Obligation Bond 2024. A motion to approve the purchase as presented was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

Consideration of Employment Contract for Legal Services – Dale Coffey – Attorney Glen Koch presented the agreement to the board. A motion to approve the agreement as presented was made by Kelly Bray. The motion was seconded by John Lillywhite. The motion passed 3-0.

**MARTINSVILLE BOARD OF WORKS & SAFETY  
MARTINSVILLE INDIANA  
MORGAN COUNTY, INDIANA  
MONDAY DECEMBER 23, 2024**

Consideration of Employment Contract for Janitorial Services – Attorney Glen Koch presented the agreement to the board. A motion to approve the agreement as presented was made by Kelly Bray. The motion was seconded by John Lillywhite. The motion passed 3-0.

**SEWER ADJUSTMENT APPLICATIONS**

- A. 2110 Mahalasville Rd., No. 390 - \$2,393.87
- B. 1149-1159 East Gray Street - \$383.96
- C. 689 South Crawford Street - \$479.68
- D. 315 Ferguson Drive - \$700.37
- E. 43 South Main Street - \$626.06

A motion to approve the applications as submitted was made by John Lillywhite. The motion was seconded by Kelly Bray. The motion passed 3-0.

**ADJOURNMENT**

There being no further business, Mayor Costin declared the meeting adjourned.

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		

## CONTRACT FOR SERVICES

This Contract, entered into by and between THE CITY OF MARTINSVILLE'S BOARD OF PUBLIC WORKS ("Martinsville") and MORGAN COUNTY HUMANE SOCIETY ("Humane Society"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, Martinsville and the Humane Society ("the Parties") agree as follows:

**1. Governing Law.** This Contract to purchase services is entered into pursuant to IC§ 5-22-6 *et seq.* This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

**2. Scope.** The Humane Society shall provide, to Martinsville, the following animal control services relative to this Contract: issuing tickets in cooperation with the Martinsville Police Department for animal care issues, picking up stray animals, outreach to citizens in need of assistance with education, spray and neuter services, and animal care and welfare. The Humane Society will also provide animal control services for injured domestic animals, animals involved in police actions, dangerous domestic animal complaints, and ill or injured wildlife calls. The Humane Society will provide phone services to the public, in order to respond to public complaints and concerns during business hours. After hours, calls will be referred to dispatch, which may call out the Humane Society Emergency Animal Control officers. Emergency services will be injured animals, animals that are a danger to themselves or the public, and police action such as owner taken into custody. The Humane Society will provide direct phone access to its Animal Control officers to dispatch and the Martinsville Police Department, for emergency purposes. These numbers will not be released to the public. The Humane Society will also provide phone referrals for wildlife removal calls.

**3. Outside the Scope.** The following services are specifically outside the scope of this Contract: pick up of deceased wildlife, pick up of stray domestic animals after hours that do not fit the criteria contained in Section 2 of this Contract, pick up of owner surrender animals (at the discretion of the Humane Society Director and Animal Control officer), and removal of nuisance wildlife.

**4. Consideration.** Martinsville will pay the Humane Society a sum of fifteen thousand dollars (\$15,000) every six months for performing the duties set forth above. This fee will be prorated to reflect the Contract start date, and will be paid on a monthly basis, in equal paid at the beginning of each six-month period.

**5. Term.** This Contract shall become effective upon execution by both Parties and shall remain valid and in effect through June 30, 2025. This Contract will automatically renew every six months unless either Party elects to cancel the contract and provides, to the other Party, a written notice of cancellation at least thirty (30) days in advance of the renewal date.

**6. Assignment and Successors.** The Humane Society binds its successors and assignees to all the terms and conditions of this Contract. The Humane Society shall not subcontract the whole or any part of this Contract without Martinsville's prior written consent.

**7. Change in Scope of Work.** The Humane Society shall not commence any additional work or change the scope of the work until authorized in writing by Martinsville, and shall not make a claim for additional compensation in the absence of a prior written approval and amendment executed by both Parties. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**8. Non-Appropriation Clause.** The Parties acknowledge that the Board of Public Works is part of the City of Martinsville, which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, the fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. Martinsville shall not be obligated to perform unless and until sufficient funds are appropriated. Martinsville agrees to seek funding for the continuation of the Contract during each budget cycle during the initial term or subsequent term of this Contract. Martinsville agrees to inform the Humane Society in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

**9. Covenant Against Contingent Fees.** The Humane Society warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Humane Society, to solicit or secure this Contract and that it has not paid or agreed to pay any other company or person, other than a bona fide employee working solely for the Humane Society, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, Martinsville shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**10, Indemnification and Release.** The Humane Society shall be responsible for all damages to life and property due to activities of the Humane Society, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold Martinsville harmless, therefore.

**11. Compliance with State and Other Laws.** The Humane Society specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting on behalf of either, that it will comply with any and all local, state, and federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

...

**12. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**13. Merger & Modification .** This Contract constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**14. Insurance.** The Humane Society shall procure and maintain, until final payment by Martinsville for the services covered by the Contract, insurance of the kinds and in the amounts sufficient to the industry.

**15. E-Verify,** Pursuant to IC§ 22-5-1.7-11, the Humane Society entering into a contract with Martinsville is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Humane Society is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists. The Humane Society hereby states that it does not knowingly employ an unauthorized alien. The Humane Society further affirms that, prior to entering into its contract with the Martinsville, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

IN WITNESS WHEREOF, the Parties to this Contract have caused this Agreement to be signed by their duly authorized representatives.

**Morgan County Humane Society**

**City of Martinsville,  
Indiana Board of Public  
Works**

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

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 102332 11

Date 12.23.24

Name Tracy L Cox

Phone 317-797-0515

Email Address facergal46151@yahoo.com

Service Address 178 S. West Street

Month of Excessive Bill December

Excessive Bill Amount 329.86

Did the water pass through the sewer? \_\_\_\_\_ Yes  No

Detailed description of leak there was a busted pipe under house into the (crawl) space called Hudson plumbing for emergency service they came and had it fixed very quickly

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

Name Hudson Plumbing Phone 765-349-0900

Address ~~1000~~ South West Street E Marion Street MARTINSVILLE

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0

Excessive Usage 173

Excessive Sewer Amount \$202.17

Average Usage 20

Average Sewer Amount \$29.89

Requested Adjustment Amount \$172.28

## 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 2 13400 17 Date 1/6/25

Name Brooke Reed Phone 765-381-5607

Service Address 359 E. Green Street

Month of Excessive Bill December 2024 Excessive Bill Amount \_\_\_\_\_

Did the water pass through the sewer? \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Detailed description of leak Carryover from previous month

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

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

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## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 1

Excessive Usage 198 Excessive Sewer Amount \$230.32

Average Usage 64 Average Sewer Amount \$79.43

Requested Adjustment Amount \$150.89

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## 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 61910003 Date 12-23-24  
Name Martin L Bales Phone 317-750-6197  
Email Address \_\_\_\_\_  
Service Address 990 E Morgan St  
Month of Excessive Bill December Excessive Bill Amount 316.26  
Did the water pass through the sewer? \_\_\_\_\_ Yes  No   
Detailed description of leak Leaked at a fitting where it came together

Repair Company Information (Please attach a copy of repair bill.) NO COMPANY GRANDSON \$200.00  
Name Ryan Whitaker Phone 765-344-8639  
Address 5070 W. Big Hurricane Rd

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 0  
Excessive Usage 170 Excessive Sewer Amount \$198.79  
Average Usage 20 Average Sewer Amount \$29.89

Requested Adjustment Amount \$168.90

## 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 13 04840 04 Date 1/6/25

Name John Tran Phone 270-314-1293

Service Address 1149-1159 East Gray Street

Month of Excessive Bill December 2024 Excessive Bill Amount \_\_\_\_\_

Did the water pass through the sewer? \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Detailed description of leak Carryover from previous month

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

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 1

Excessive Usage 511 Excessive Sewer Amount \$582.76

Average Usage 56 Average Sewer Amount \$70.43

Requested Adjustment Amount \$512.33

## 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 16 13700 04 Date 1/6/25

Name Shannon Burkhart Phone 765-343-2222

Service Address 315 Ferguson Drive

Month of Excessive Bill December 2024 Excessive Bill Amount \_\_\_\_\_

Did the water pass through the sewer? \_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_\_ No

Detailed description of leak Carryover from previous month

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

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

## UTILITY DEPARTMENT USE ONLY

Number of claims filed in previous 12 months. 1

Excessive Usage 229 Excessive Sewer Amount \$265.22

Average Usage 11 Average Sewer Amount \$19.76

Requested Adjustment Amount \$245.46

## 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

**Heather Staggs**

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**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 1, 2025 6:35 PM  
**To:** Katelynn Brummett; Jamie Kenworthy; Heather Staggs  
**Subject:** Online Form Submittal: Sewer Adjustment Application

**Sewer Adjustment Application**

Account Number 131440012  
Date 1/1/2025  
Name Joan Harmon White  
Phone Number 8125974146  
Email Address tamlynnharlynn@yahoo.com  
Service Address 940 E York St  
City Martinsville  
State IN  
Zip Code 46151  
Month of Excessive Bill December  
Excessive Bill Amount 225.51  
Did the water pass through the sewer? No

Detailed description of leak At some point towards the end of November the outside water hose was detached due to winterizing, so the water wouldnt freeze in the hose or attachment. It was not noticed, at that time, there was any type of problem or any water leaking out. When water company took the last meter reading, they recognized there might be a problem. The problem was found and it was leaking out of outside water spicket. Not sure what happened. It has been fixed for now, by family, until possibly a whole new pipe and spicket can be replaced. The owner is a first time city water company customer, just recieved service in August 2024. She is elderly and has good credit. So hoping she will recieve a break on this bill. It seems the problem started to occur towards the end of November, as her bill was slightly high preVIOUSLY \$119.56. Any help would be much appreciated. Thank you

**Repair Company Information**

Name Son- Myron Harmon  
Phone 7653187978  
Address *Field not completed.*  
City *Field not completed.*  
State *Field not completed.*  
Zip Code *Field not completed.*

Please attach copy of Water company Moms.pdf  
repair bill

**UTILITY DEPARTMENT USE ONLY**

Number of claims filed in previous 12 months 0  
Excessive Usage 108 Excessive Sewer Amount \$128.98  
Average Usage 22 Average Sewer Amount \$32.14  
Requested Adjustment Amount \$96.84

**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 \_\_\_\_\_

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