

## City of Greenfield

### Memo

**To:** City of Greenfield Plan Commission

**From:** Joanie Fitzwater & Elizabeth Williams

**cc:** Mayor Guy Titus

**Date:** May 13, 2025

**Re:** Summary of Proposed Updates to UDO **PUB25-02**

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The following summary explains the updates proposed to the UDO, to reflect new process for Infrastructure Inspections

Please let us know if you have any questions or would like to discuss in more detail.

Thank you

Type	Code Section	Revision
Context	<b>Secondary Approval 155.072, 5</b>	Adding: Y. A fully executed Subdivision Improvement Agreement utilizing the format set forth in § 155.079. And Z. A fully executed Infrastructure Inspection and Fees Agreement utilizing the format set forth in § 155.079.
Context	<b>Sample Forms for Subdivision Procedures 155.079</b>	Adding: 7. Sample Infrastructure Inspection and Fees Agreement Form (See Attached)

Please see attached redline copies of 155.072, 5 Secondary Approval redline and 155.079 Sample Forms For Subdivision Procedures Redline.

## 155.072 SECONDARY APPROVAL

1. The Plan Commission may grant secondary approval for all or any part of a plat of a subdivision which has heretofore been given primary approval by the Plan Commission, or the Plan Commission may delegate to the Plan Commission Staff and the Technical Review Committee the authority to grant such secondary approvals; provided, that secondary approvals may be granted after expiration of the time for appeal, and the submission of the requirements of this Chapter.
2. Secondary Plat approval is administrative. No notice or hearing is required.
3. A plat of a subdivision shall not be filed with the Auditor of Hancock County, and the Recorder of Hancock County shall not record it, unless it has been granted secondary approval and signed by all required signatories. If submitted and recorded, the plat shall not be considered a legal subdivision and building permits for lots within the illegally recorded subdivision will not be issued.
4. Public infrastructure and subdivision features shall be in conformance with the Greenfield Public Improvement Design Standards and Specifications Manual. Petitioners should refer to the manual for construction and acceptance procedures.
5. The secondary plat shall include:
  - A. The name of the subdivision;
  - B. The location by section, township and range, and the legal description of the property platted;
  - C. The name and certification of the land surveyor preparing or certifying the plat, as set out in the appendices to this chapter;
  - D. The scale, shown graphically and numerically, and the date and northpoint;
  - E. The boundary of the plat, based on a boundary survey conforming with the Minimum Standards for the Competent Practice of Land Surveying administered by the State Board of Registration of Land Surveyors, as provided in 865 IAC 1-12, having an unadjusted mathematical closure of 1:10,000, with angular and lineal dimensions;
  - F. The exact locations, width and name of all streets within and adjoining the plat, and the exact location and width of all alleys and crosswalks;
  - G. True angles and distance to the nearest established street lines or official monuments, which shall be accurately described in the plat. Also the locations of the subdivision corner points and the location of the elevation benchmarks;
  - H. Municipal, township, county or section lines, or previously platted land accurately tied to the lines of the subdivision by distance and angles;
  - I. The radius angle of intersection, tangent length, length of curve, point of curvature and point of tangency for curves, radii, internal angles, points and curvatures, tangent bearings, and lengths of all arcs;
  - J. All easements for rights-of-way provided for public services and utilities;
  - K. All lot numbers and lines, with accurate dimensions in feet and hundredths;

- L. Addresses as assigned by Plan Commission in accordance with Chapter 158;
  - M. Accurate location, type size and material of all monuments;
  - N. Accurate outlines of any area, other than public ways to be dedicated, reserved for public or semipublic use with the purposes indicated thereon, and for any areas to be reserved for the use of all property owners;
  - O. Accurate location of proposed sidewalks, trails, paths and multi-modal pathways in common areas.
  - P. Building setbacks, lot width, lot frontage and lot square footage (acreage) accurately shown with dimensions which are not in conflict with the Zoning Chapter.
  - Q. Restrictions of all types which will run with the land and become covenants in the deeds for lots.
  - R. Description of the composition and operation of the owners association required by § 152.28.
  - S. Certificate for primary approval by the Plan Commission, to be signed by the President of the Plan Commission.
  - T. Certificate of secondary approval by the Plan Commission, to be signed by the President of the Plan Commission.
  - U. Certification by a registered land surveyor.
  - V. Certification of dedication of streets and other public property.
  - W. Certificate of Board of Public Works and Safety approval to be signed by the Board of Public Works and Safety chairman.
  - X. Certificate for approval by the Planning Director, to be signed by the Planning Director of the city.
  - Y. A fully executed Subdivision Improvement Agreement utilizing the format set forth in § 155.079.
  - ~~X-Z.~~ A fully executed Infrastructure Inspection and Fees Agreement utilizing the format set forth in § 155.079.
6. Until the secondary plat is recorded, secondary approval shall be effective for a period of one (1) year (secondary approval period) after the date of secondary approval, at the end of which time the secondary plat shall have been recorded. Any plats not recorded within the period of time set forth herein shall be required to resubmit a new application for subdivision approval subject to the zoning restrictions and subdivision regulations in effect at the time of resubmission. Upon the request of an Applicant and upon a finding that the applicant has been unable to satisfy the requirements to execute the certificate of secondary approval despite due diligence, the Commission may extend the secondary approval period for one (1) year beyond the expiration date of the secondary approval period, without further notice and public hearing, or for a longer period of time upon notice to interested parties and hearing.

7. Secondary Approval of Phased Subdivisions. The petitioner may seek secondary approval of a portion or section of the preliminary plat. The Commission may impose such conditions upon filing of applications for secondary approval of the sections as it deems necessary to assure the orderly development of the subdivision (e.g., sequential lot numbering.) The Commission may require that the performance bond and financial responsibility be in such amount as will be commensurate with the section or sections of the plat for which secondary approval is sought and may defer the remaining required performance bond (or other assurance) principal amount until the remaining sections of the plat are offered for filing. Such sections must contain at least twenty (20) lots or ten percent (10%) of the total number of lots contained in the approved preliminary plat, whichever is less. The approval of all remaining sections not filed with the Planning Director shall automatically expire four (4) years from the date of preliminary approval, unless the preliminary approval has been extended.
8. Within thirty (30) days of secondary approval, the petitioner shall submit one (1) electronic copy of the recorded secondary plat to the City Engineering Department for incorporation into the city's Geographic Information System. The digital drawing file shall be in Shape File format, unless otherwise specified by the City Engineering Department staff. For the city to efficiently manage the geographic information system, petitioners shall submit their plats in conformance with the requirements below:
  - A. All leaders, arrows, text boxes, and other annotations shall be on layers separate from the features to which they pertain. Text labels must be on discrete layers according to their purpose.
  - B. Information shall be separated and organized on layers by content as follows:
 

Layer Name	Content
RE_PRCL	parcels
RE_ROWL	right-of-way lines
RE_SECT	section lines
RE_SUBD	subdivision boundaries
RE_ESMT	easements
RE_BSBL	building setback lines
RE_CORP	corporate boundaries
RE_LOTL	subdivision lot lines
  - C. Real estate parcels, rights-of-way, subdivisions boundaries, and lot lines shall be drafted with precise endpoints snapped together. Easements and setback lines should be trimmed to meet the snapped boundary features.
  - D. Lot numbers or parcel identifiers can be either blocks or text, but each lot should be individually labeled, with the label insertion point within the lot boundary. If lot monumentation symbols are used, they should be inserted at the intersection or endpoint of the snapped boundary features have been recorded.
  - E. Any plats not recorded within the period of time set forth herein shall be required to resubmit a new application for a subdivision approval subject to the zoning restrictions and subdivision regulations in effect at the time of resubmission.

# 155.079 SAMPLE FORMS FOR SUBDIVISION PROCEDURES

1. Sample Subdivision Improvement Agreement Form
2. Sample Subdivision Improvement Bond Form
3. Sample Subdivision Improvement Letter of Credit
4. Sample Maintenance Agreement Form
5. Sample Maintenance Bond Form
6. Sample Completion Affidavit

## 1. SAMPLE SUBDIVISION IMPROVEMENT AGREEMENT FORM.

This Agreement, made by and between the City of Greenfield Board of Public Works and Safety ("Board of Works") and [name of Subdivider] ("Subdivider").

### Preamble

WHEREAS, Subdivider applied to the Plan Commission for primary plat approval for the [name of subdivision];

WHEREAS, on [date of approval], the Plan Commission granted Subdivider primary plat approval for the [name of subdivision] but conditioned such approval on the installation of certain public improvements throughout the subdivision;

WHEREAS, the City of Greenfield Subdivision Control Ordinance states and requires that each secondary plat submitted to the Commission shall be accompanied by a subdivision improvement agreement that is secured by a financial guarantee, if the required public improvements have not been completed;

WHEREAS, Subdivider applied to the Planning Director for secondary plat approval, as authorized by the Plan Commission, for the [name of subdivision];

WHEREAS, Subdivider has not completed the required public improvements, namely improvements to [streets, curbs, street trees, sidewalks, street signs, permanent monuments storm water pipe, erosion control, water mains, sanitary sewers], and desires to submit a subdivision improvement agreement, secured by [type of financial guarantee], in order to qualify for secondary plat approval.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT:

### Promises and Mutual Covenants

(1) Subdivider agrees to obtain and submit to the Board of Works a(n) [type of financial guarantee] in the amount of [amount of financial guarantee], in favor of the City of Greenfield, to secure the completion of all required public improvements at the [name of subdivision].

(2) Subdivider agrees to complete the [name of subdivision] public improvements on or before [date of dedication of public improvements], in accordance with the construction and design standards set forth or incorporated in the City of Greenfield Ordinances, and the City of Greenfield Public Improvement Design Standards and Specifications Manual, and in accordance with the development plans set forth or incorporated in the approved [name of subdivision] Plat and application materials.

(3) The parties acknowledge and agree that the Planning Director may withhold improvement location permits for any undeveloped [name of subdivision] lot unless and until Subdivider has completed the public improvements that serve the lot.

(4) The parties acknowledge and agree that time is of the essence and that any failure by Subdivider to strictly adhere to the foregoing schedule (paragraph number 2 above) would constitute a material breach and violation of this Agreement. Upon such violation, or any other violation of this Agreement, the Board of Works may submit a claim under the [type of financial guarantee] in an amount sufficient to cover the breach.

(5) The parties acknowledge and agree that by accepting the [type of financial guarantee] from Subdivider and that by entering into this Agreement, the City has not and does not waive any of its rights with respect to the enforcement of the City of Greenfield Ordinances and/or approval granted thereunder in relation to the [name of subdivision], against the Subdivider.

IN WITNESS WHEREOF, the Board of Works, by its Chairperson, and Subdivider execute this Agreement this \_\_\_\_\_ day of [month], [year].

BOARD OF PUBLIC WORKS AND SAFETY

SUBDIVIDER

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
[name of Subdivider]

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ATTEST: \_\_\_\_\_

Clerk-Treasurer

City of Greenfield

## 2. SAMPLE SUBDIVISION BOND FOR SUBDIVISION IMPROVEMENT

### SUBDIVISION IMPROVEMENT BOND

Bond # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, and, \_\_\_\_\_ as Surety are held and firmly  
bound unto the City of Greenfield Indiana, in the sum of \$ \_\_\_\_\_, in the aggregate, for the  
payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

The terms and conditions of the obligations are such that: Whereas \_\_\_\_\_ has applied  
to the City of Greenfield, Indiana for approval of a subdivision plat known as  
\_\_\_\_\_ and docketed before The City of Greenfield, Indiana Plan  
Commission under Docket No. \_\_\_\_\_, and whereas all requirements, improvements and  
installations therefor have not been met, completed, constructed and installed as required by the City of  
Greenfield Ordinances, and the Greenfield Public Improvement Design Manual, applicable to said plat.

Now, therefore if said applicant: (1) shall meet and comply with all requirements, standards and  
specifications of said ordinances applicable to the improvements and installations of said subdivision;  
including required [streets, curbs, street trees, sidewalks, street signs, permanent monuments storm water  
systems, erosion control, water mains, sanitary sewers] as required by and in accordance with said  
ordinances, and the Greenfield Public Improvement Design Manual, and the plans and specifications  
therefor submitted by the applicant pursuant thereto, which ordinance and plans and specifications are

incorporated herein by reference and made a part hereof; (2) shall construct, install and complete said improvements and installations within the time required by said ordinance; (3) and shall, upon completion of said improvements and installations, but prior to acceptance thereof for public maintenance by the City of Greenfield provide a three-year maintenance bond as required by and which complies with said ordinance.

Then this obligation to be null and void, in accordance with the provisions of said subdivision control ordinance, otherwise to be and remain in full force and effect.

In witness whereof we have hereunto set our hands and seal this \_\_\_\_\_ day of [month], [year]

Principal) \_\_\_\_\_ (Surety) \_\_\_\_\_ Attorney-In-Fact

### **3. SAMPLE SUBDIVISION IMPROVEMENT LETTER OF CREDIT**

#### **IRREVOCABLE LETTER OF CREDIT**

City of Greenfield  
Board of Public Works and Safety  
10 South State Street  
Greenfield, IN 46140

We hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_ in your favor, at the request and for the account of \_\_\_\_\_ (name and address of applicant), for any sum or sums not exceeding \_\_\_\_\_, available upon presentation of a letter signed by the City of Greenfield, Indiana, Board of Public Works and Safety, or any employee acting under its' authority, which enumerates any and all (streets, curbs, street trees, sidewalks, street signs, permanent monuments storm water systems, erosion control, water mains, sanitary sewers) improvements not completed as required in \_\_\_\_\_ (complete name of subdivision, including section number) \_\_\_\_\_, Docket No. (plat petition number) \_\_\_\_\_, pursuant to City of Greenfield Ordinances and the Greenfield Public Improvement Design Manual, The letter shall also indicate the estimated cost of completing the improvements.

The drafts drawn under this Letter of Credit must state "Drawn under Letter of Credit No. \_\_\_\_\_ of (applicant) \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_." The amounts of the drafts must be noted on the back of this Letter of Credit by the negotiating bank and/or agency.

This Letter of Credit is to remain continuously effective regardless of any terms contained within said letter of credit to the contrary, as of (month & day) \_\_\_\_\_, 20 \_\_\_\_ , and shall be in effect until:

1. The required improvements are constructed, installed and completed in conformance with the standards of said Subdivision Control Ordinance of City of Greenfield, Indiana, and the approved plans and specifications for (complete name of subdivision, including section number) \_\_\_\_\_, Docket No. (plat case number) \_\_\_\_\_ ;
2. The acceptance of said improvements and installations for public maintenance by the Board of Public Works and Safety of Greenfield, Indiana; and

3. The posting of a three-year maintenance bond as required by, and which complies with, said Ordinances. Proof of such completion and compliance must be provided to and accepted by the appropriate governmental agency before this letter of credit may be released.

The credit established by this Letter and our obligation to pay same shall not be affected by the receivership, bankruptcy or insolvency of \_\_\_\_\_ (applicant) or the attachment of his/her property. Nor shall this credit or our obligation to pay same be affected by any security agreement between (applicant) \_\_\_\_\_ and our bank and/or agency. This letter of credit shall run jointly and severally to the governmental units, agencies, commissions and boards listed above.

Whenever this Letter of Credit is drawn on under and in compliance with the terms of this Letter of Credit, we shall pay the amount of the draft directly to the City of Greenfield in care of the Department of Engineering and Planning or in accordance with its instruction.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

#### **4. SAMPLE MAINTENANCE AGREEMENT FORM.**

State of Indiana: County of Hancock: THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between (name of subdivider), and the City of Greenfield, herein represented by the Board of Public Works and Safety.

WITNESSETH:

WHEREAS, the Subdivider has subdivided (lots \_\_\_\_\_ through \_\_\_\_\_, in the \_\_\_\_\_ Subdivision, and has received approval and acceptance from the Board of Public Works and Safety for subdivision improvements constructed herein; and

WHEREAS, under the provisions of the Subdivision Control Ordinance, the Subdivider is required to maintain certain improvements for a period of three (3) years;

NOW THEREFORE, it is hereby agreed by and between the Subdivider and the Board of Public Works and Safety that the Subdivider hereby agrees to keep all public improvements including filled trenches, pipes, manholes, structures, and paved and unpaved surfaces constructed in \_\_\_\_\_ Subdivision in good condition, and will make such repairs to any defect in materials or workmanship as may develop or be discovered when called upon to do so by the Board of Public Works and Safety.

It is agreed that this Agreement shall be in full force and effect for a period of three (3) years from \_\_\_\_\_, 19\_\_.

IN WITNESS THEREOF, these presents have been signed in the presence of the undersigned competent witnesses, at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

WITNESSES: \_\_\_\_\_ (NAME OF SUBDIVIDER OR  
DEVELOPMENT COMPANY)



\_\_\_\_\_  
\_\_\_\_\_

CITY OF GREENFIELD, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer  
City of Greenfield, Indiana

**5. SAMPLE MAINTENANCE BOND FORM**

MAINTENANCE BOND

Bond NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Greenfield, Hancock County, Indiana, in the full and just sum of \$\_\_\_\_\_, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas \_\_\_\_\_

Has completed the installation of (streets, curbs, street trees, sidewalks, street signs, permanent monuments storm water systems, erosion control, water mains, sanitary sewers), for the project known as \_\_\_\_\_ Subdivision, and has agreed to guarantee the installation, including all materials and workmanship for a period of three years, (and same has been inspected by the City Engineering Department who has verified the improvements as having been built in accordance with the approved plans and specifications).

NOW THEREFORE, IF SAID \_\_\_\_\_ shall guarantee the above work for three years from the date of final acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By \_\_\_\_\_  
Principal Printed Name

By \_\_\_\_\_  
Surety Attorney-in-fact Printed Name

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Date of Final Acceptance \_\_\_\_\_, 20\_\_\_\_.

**6. SAMPLE COMPLETION AFFIDAVIT.**

This is to certify:

(a) That the following improvements as shown in the approved plans and specifications for \_\_\_\_\_ Subdivision are complete and that inspection reports attested by a Professional Engineer or Land Surveyor approved by the Greenfield Board of Public Works and Safety show them to be in substantial accordance with the specifications and requirements of the Greenfield Ordinances and the Public Improvements Design and Specifications Manual;

(b) That surety has been posted to guarantee all materials and workmanship and to guarantee repair of any damage that may be inflicted upon the improvements listed in the course of completion of the subdivision; and

(c) That the Board of Public Works and Safety of Greenfield, Indiana, has accepted these improvements and will henceforth be responsible for all maintenance on them subject to the terms of the maintenance agreement with the Subdivider dated \_\_\_\_\_.

(List Improvements)

\_\_\_\_\_  
Chairperson                      Date  
City of Greenfield Board of Public Works and Safety

\_\_\_\_\_  
Member  
City of Greenfield Board of Public Works and Safety

\_\_\_\_\_  
Member  
City of Greenfield Board of Public Works and Safety

ATTEST: \_\_\_\_\_  
Clerk-Treasurer  
City of Greenfield

7. Sample Infrastructure Inspection and Fees Agreement Form

**DEVELOPER/CITY OF GREENFIELD INFRASTRUCTURE  
INSPECTION AND FEES AGREEMENT**

This Agreement (the "Agreement"), made and entered into on the latest date of execution set forth below (the "Effective Date") by and between:

\_\_\_\_\_  
(Developer's Name and Mailing Address)

(HEREINAFTER "DEVELOPER") and the City of Greenfield Planning and Engineering Department (HEREINAFTER "GREENFIELD") Witnesseth That:

WHEREAS, the Developer intends to file for secondary plat approval along with required supporting documentation.

(Project and Section)

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(the "PROJECT")

WHEREAS, in order to ensure that the improvements for the PROJECT are completed in compliance with GREENFIELD ordinances and regulations and any and all other Governing Agency Controls, inspections of the construction of the improvements are necessary (the "Inspection Services").

NOW, THEREFORE, it is agreed between the parties as follows:

1. The DEVELOPER shall submit a construction schedule to GREENFIELD.
2. GREENFIELD may, at its sole discretion, outsource any and all Inspection Services to third parties (the "Inspection Services Provider") to perform the inspections of the improvements on behalf of GREENFIELD. The DEVELOPER shall consider any outsourced Inspection Services and Inspection Services Provider as having the full authority of GREENFIELD and shall comply with the same as such. DEVELOPER acknowledges and agrees that any Inspection Services Provider shall enter upon the Project site at their own risk, and GREENFIELD shall not be held responsible or liable for injury, damage, or loss incurred by an Inspection Services Provider or any of Inspection Service Provider's authorized parties arising out of or in connection with activities under this Agreement.
3. The term of this Agreement shall be for a period not to exceed \_\_\_\_\_ months beginning on \_\_\_\_\_ and ended on \_\_\_\_\_ unless otherwise terminated as set forth below. The representations, warranties, covenants, agreements and indemnification obligation of DEVELOPER contained herein shall survive the provision of Inspection Services and the completion, cancellation and/or termination of this Agreement. GREENFIELD may terminate this Agreement without cause upon ten (10) days prior written notice to the DEVELOPER. In the event DEVELOPER engages in any disloyal, dishonest or illegal conduct or breaches any term or condition of this Agreement, GREENFIELD shall have the right to terminate the Agreement immediately without prior written notice to the DEVELOPER.
4. The DEVELOPER shall cause to have completed in a timely manner all improvements required subject to approval by GREENFIELD for the Project.
5. The construction of all improvements shall be made in strict compliance with the plans and specifications for the PROJECT as approved by GREENFIELD. These plans, specifications and applicable Governing Agency Controls are made a part of the

- Agreement by reference, including but not limited to, GREENFIELD'S Code of Ordinances and Unified Development Ordinance.
6. The DEVELOPER'S construction of the improvements relating to the Project shall at all times be subject to inspection, approval, and acceptance by GREENFIELD.
  7. The DEVELOPER and any of DEVELOPER'S contractor(s) shall indemnify and hold GREENFIELD and its officers, elected and appointed officials, directors, employees and agents harmless from any and all losses, claims, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, which it may incur as a result of or arising from: (i) a breach by DEVELOPER and/or its contractors of its obligations hereunder or arising from the acts or omissions of DEVELOPER in performing its obligations hereunder; and (ii) any breach of any one or more of DEVELOPER'S representations, warranties, covenants or agreements contained herein. This indemnity shall not be limited by reason of the enumeration of any insurance coverage required herein.
  8. DEVELOPER agrees that when conflicting requirements occur, the more stringent application shall apply as determined by GREENFIELD at GREENFIELD'S sole discretion.
  9. The DEVELOPER and/or DEVELOPER'S contractor(s), as the case may be, shall also furnish GREENFIELD suitable evidence of authority to install any improvements to be constructed across, over, on, through or under any highway, right-of-way, floodplain, or easement.
  10. The parties agree that inspection of the improvements shall be handled in the following manner:
    - a. GREENFIELD shall provide Inspection Services during the construction of the improvements to determine whether the improvements are constructed in accordance with approved plans, specifications, GREENFIELD ordinances and any and all other Governing Agency Controls.
    - b. GREENFIELD'S Inspection Services shall not include testing, construction engineering or construction stakeout. The DEVELOPER or DEVELOPER'S designated representative(s) shall be solely responsible for the performance of the required testing, construction engineering and stakeout and all construction work under the direct supervision of GREENFIELD.
    - c. The DEVELOPER or DEVELOPER'S contractor(s) shall notify GREENFIELD and/or GREENFIELD'S assigned Inspection Service Provider at least 72 hours in advance of the commencement of any of DEVELOPER'S infrastructure construction phase(s) (i.e. storm, sanitary, water, streets, etc.).
    - d. Failed or missed notifications shall be deemed as rejected work (where applicable) until appropriate (and approved by GREENFIELD) corrective action has been completed. DEVELOPER shall be responsible for all additional expenses associated

- with corrective action including but not limited to Inspection Fees (as defined herein).
- e. Persons working on or having control of the construction of the improvements shall cooperate fully with the inspector(s) and shall have available on site a copy of the approved secondary plat and construction plans and specifications signed by GREENFIELD.
  - f. The DEVELOPER shall reimburse Greenfield the cost of the outsourced Inspection Services performed by an Inspection Services Provider (the "Inspection Fees") which shall be invoiced to DEVELOPER at the rate charged by the Inspection Service Provider with an additional 5% charge for administrative purposes.
  - g. The DEVELOPER must submit payment to GREENFIELD within 30 days of receipt of an invoice to cover actual cost of Inspection Services prior to acceptance of the improvements by GREENFIELD. Upon termination of this Agreement for any reason, DEVELOPER shall pay all undisputed fees and expenses for work which was completed as of the effective date of such termination.
  - h. Failure of DEVELOPER to follow the requirements of this Agreement may result in GREENFIELD not accepting the improvements and denying approval of the improvements and any related permits.
11. Upon completion of the improvements, two (2) sets of certified record drawings including the necessary measurements, shall be prepared by the DEVELOPER'S engineer and filed with GREENFIELD. The inspection services covered by this Agreement shall include review of the "As-Built" plans and shall be completed before GREENFIELD will accept such improvements.
12. Upon completion, but before acceptance of the improvements by GREENFIELD, the DEVELOPER or contractor shall furnish a completion affidavit in a form prescribed by GREENFIELD, and the DEVELOPER or contractor shall also furnish a suitable irrevocable letter of credit, guarantee maintenance bond or cashier's check made payable to the City of Greenfield equal to such amounts required by City of Greenfield's Unified Development Ordinance of the total construction cost for the required improvements. The letter of credit, bond or cashier's check shall guarantee material and construction for a period of three (3) years from the date of acceptance.
13. During the ninth (9<sup>th</sup>), twenty-first (21<sup>st</sup>) and thirty-third (33<sup>rd</sup>) month of the three (3) year maintenance period, GREENFIELD shall reinspect the Project and notify the DEVELOPER of any needed corrective action. The DEVELOPER shall address any deficiencies prior to the end of the three (3) year maintenance period, unless a deficiency is deemed a public nuisance or safety hazard by GREENFIELD, in which case, as corrective action, GREENFIELD shall process the maintenance bond release. Failure to do the corrective action timely and as approved by GREENFIELD will result in

- forfeiture of the maintenance bond. The DEVELOPER shall be responsible for any costs associated with all corrective action measures initiated by GREENFIELD.
14. DEVELOPER agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with DEVELOPER'S obligations under this Agreement or the scope of services rendered for GREENFIELD. DEVELOPER further agrees not to disclose to GREENFIELD, or bring onto GREENFIELD'S premises, or induce GREENFIELD to use any confidential information that belongs to anyone other than GREENFIELD or DEVELOPER.
15. DEVELOPER agrees that any and all inventions conceived, written, created or first reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of GREENFIELD.
16. DEVELOPER represents that it and its contractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the employee's or applicant's hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly relating to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
17. This Agreement will be governed and construed in accordance with the laws of Indiana. DEVELOPER hereby expressly consents to the personal jurisdiction of the state courts located in Hancock County, Indiana for any lawsuit filed there against DEVELOPER by GREENFIELD arising from or related to this Agreement.
18. In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. This Agreement may not be assigned by DEVELOPER without GREENFIELD'S written consent and any such attempted assignment shall be void and of no effect. The rights and obligations of GREENFIELD under this Agreement shall inure to the benefit of and shall be binding upon its successors and assigns.
20. All notices, requests and other communications under this Agreement must be in writing and must be mailed by registered or certified mail, postage prepaid and return receipt requested or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is

given, as evidenced by written and dated receipt of the receiving party. Notices shall be addressed as follows:

**IF TO GREENFIELD:**

**IF TO DEVELOPER:**

Greenfield Planning Director

City of Greenfield

10 S. State Street

Greenfield, IN 46140

**WITH A COPY TO:**

Gregg H. Morelock

City Attorney

10 S. State Street

Greenfield, IN 46140

21. The provisions of this Agreement relating to representations, warranties, and indemnification shall survive the termination of this Agreement.
22. In the event of any controversy, claim or dispute between the parties arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses arising therefrom.
23. DEVELOPER expressly warrants that the services provided under this Agreement in connection with the improvements shall be performed in a timely manner, in a good and workmanlike manner and free from defects in accordance with industry standards. DEVELOPER shall be responsible for the professional quality, the technical accuracy and the coordination of the services in connection with the improvements to be provided under this Agreement. DEVELOPER shall, without additional compensation, correct or revise any error or deficiency if the error or deficiency results from the negligence of DEVELOPER, including any of its agents.
24. During the term of this Agreement, DEVELOPER shall maintain statutory workman's compensation coverage, employer's liability and comprehensive general liability insurance in such amounts as are reasonable, and that may be requested by GREENFIELD. This policy shall name GREENFIELD as an additional insured for the obligations of DEVELOPER under this Agreement and shall provide that DEVELOPER'S coverage shall be the primary coverage in the event of a loss under this Agreement. This policy shall also insure the indemnification obligations of DEVELOPER set forth under this Agreement. A certificate of insurance which verifies the existence of this

insurance coverage must be provided to GREENFIELD before DEVELOPER begins any work under this Agreement.

25. GREENFIELD'S execution of this Agreement is subject to and conditioned upon DEVELOPER executing this Agreement and GREENFIELD receiving a fully executed original Agreement within ten (10) business days after GREENFIELD'S execution hereof. In the event GREENFIELD does not receive a fully executed original Agreement executed by DEVELOPER as set forth above, this Agreement shall be null and void and any and all of GREENFIELD'S obligations hereunder shall terminate.

26. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussion between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

27. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** the parties acting by and through their authorized representatives have executed this instrument on the date first above written.

DEVELOPER:

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF INDIANA \_\_\_\_\_ )  
\_\_\_\_\_) SS:  
COUNTY OF HANCOCK \_\_\_\_\_ )

\_\_\_\_\_) Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, DEVELOPER, and acknowledged the execution of the foregoing Agreement to be his free and voluntary act and deed.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_) Commission Expiration Date \_\_\_\_\_ Notary Public Signature \_\_\_\_\_

\_\_\_\_\_) County of Residence \_\_\_\_\_ Printed Name \_\_\_\_\_

GREENFIELD:

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF INDIANA \_\_\_\_\_)

\_\_\_\_\_ ) SS:

COUNTY OF HANCOCK \_\_\_\_\_)

\_\_\_\_\_ Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, GREENFIELD and acknowledged the execution of the foregoing Agreement to be his free and voluntary act and deed.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commission Expiration Date

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
County of Residence

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