



Department of Engineering

February 27, 2024

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

Dear Members,

Attached is a development agreement with Grand Communities, LLC, the Developer of the Parkrose subdivision at the corner of Franklin Street and Davis Street. This agreement defines a payment in lieu of certain improvements necessary for the development.

Parkrose is a proposed 62.42 acre single family residential development that will provide a mix of single family and paired villa lots; a total of 180 lots over four (4) phases.

Grand Communities is working on Section 1 of Parkrose which will build the missing Center Street extension between Whitcomb Meadows and Sandalwood subdivisions. This agreement outlines the City's expectations with regard to the dead end cul-de-sac in Whitcomb Meadows. The agreement further outlines our off-site expectations regarding drainage and sidewalks along David Road.

Section 1 will build a new entry off of Davis Road, approximately $\frac{1}{4}$ mi east of Franklin Road. Due to the spacing of Duke power poles that carry a major transmission line along Davis, staff recommended that a WB decel/accel lane be postponed until such time that a larger Davis Road widening project can be completed and the Duke poles can be relocated in a more organized & holistic manner, as opposed to just moving one or two. Grand Communities agreed to pay the City a fee for the work they would have had to complete for the accel/decel lane.

Finally, Grand Communities is responsible for installing an EB passing blister at the new Davis Road entrance. They've reported that they are having trouble acquiring the necessary R/W from their neighbor to the south of Davis Road. Similar to the accel/decel lanes, Grand Communities agreed to pay a fee for the work that they would be responsible for on the south side of Davis. Once a new subdivision is proposed on the south side of Davis, we will acquire the required thoroughfare plan R/W, and will be able to complete the improvements.

I would like to request approval of the attached Development Agreement with Grand Communities, LLC.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch".

Jason A. Koch, P.E.
City Engineer

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2024, at Greenfield, Indiana by and between Grand Communities, LLC hereinafter referred to as the “Developer” and the City of Greenfield, Indiana hereinafter referred to as the “City,” Witnesseth:

WHEREAS, the Developer intends to engage in the improvement of certain lands in the City and is desirous of constructing public streets, curbs, open ditches, storm sewers, culverts, sanitary sewers, waterlines and related public facilities to service the lots located in a subdivision known as “Parkrose,” which will be developed by the Developer and, hereinafter referred to as the “Subdivision,” and

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs and related public facilities subject to certain terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

1. **Center Street Improvements.** Developer shall make the following improvements, repairs and/or alterations to Center Street:
 - a. **Cul-de-sac.** Developer shall remove the area of the existing cul-de-sac on Center Street identified as “Asphalt Removal” on the attached Exhibit A and mill and overlay the area adjacent to where the cul-de-sac was previously to be consistent with the new Center Street connection being constructed according to the Parkrose development plans. After repaving has been completed, Developer shall install new curbs and sidewalks to align with the new Center Street extension.
 - b. **Turf Restoration.** To the extent deemed necessary by both parties, Developer shall restore the turf within the existing right-of-way directly impacted by the removal and improvements to the Center Street extension. Any turf repair that Developer may be required to provide is limited solely to turf repair necessary to repair the land that may be damaged by Developer’s repaving so that it is presentable to a reasonable person. Developer is in no circumstance obligated to perform any services that are meant to improve those adjacent properties. Any restorative turf services that Developer may be required to perform are limited to a single performance. In no event shall Developer be required to perform ongoing or repetitive turf restoration services.
 - c. **Right-of-Way.** Developer shall not grant or otherwise dedicate any excess right-of-way for the excess of land adjacent to newly improved Center Street to any adjacent property owners. Should City desire to vacate excess portions of Center Street right-of-way, it shall be at their sole discretion and doing.
 - d. **Existing Utilities.** Unless otherwise determined to be in conflict with the newly aligned Center Street, existing utilities within the current right-of-way will

remain in place. If Developer determines that any existing utilities will need to be moved, then Developer shall be solely responsible for the cost of moving such utilities. If it is determined by Developer that any utilities do not need to be moved but City requests that they be moved, then City shall be solely responsible for the cost of moving such utilities. Developer shall perform the work that City requested. Developer shall submit an invoice to the City and City shall pay in accordance with Section 5, Cost Reimbursements.

- e. **Fire Hydrant.** If it is determined to be necessary, Developer shall remove and reinstall the fire hydrant to comply with City's guidelines.
 - f. **Existing Driveway.** After the removal and repaving of the currently existing Center Street cul-de-sac, Developer shall extend any currently existing driveway(s) that currently connect to the cul-de-sac to the new curb of the renovated Center Street.
 - g. **Communications.** Except as otherwise set forth herein, Developer shall not be responsible for any and all communications to current residents and/or property owners. City shall be solely responsible for any and all communications with any residents and/or owners of the adjacent property throughout the entire process of Developer making and completing the Center Street Improvements. Developer may communicate with adjacent property owners and/or residents that will be directly impacted by Developer's renovation of Center Street for the sole purpose of informing them regarding scheduling. If the City, in its communications with adjacent residents, agrees to additional improvements, the City will be fully responsible for these improvements.
2. **Davis Road Upgrades.** Developer shall make the following improvements, repairs and/or alterations to Davis Road:
- a. **Entrance.** Developer shall not be responsible for installing accel and decel lanes to the Parkrose entrance connected to Davis Road. City has an upcoming Davis Road improvement project related to installing accel and decel lanes to the Parkrose entrance. In lieu of being responsible for installation of accel and decel lanes, Developer will pay to City a fee of \$39,586.50 per the Engineer's Estimate, attached hereto as Exhibit B, for the construction of the accel and decel lanes within thirty (30) days of the recording of the final plat for the first phase of the Subdivision.
 - b. **Passing Blister.** A passing blister will be required on the south side of Davis Road as shown on Exhibit C. Developer shall be responsible for procuring the appropriate easements and rights-of-way from adjacent property owners for the installation of a passing blister. Developer shall use its reasonable and best efforts to procure any and all easement or rights-of-way from all relevant property owners. In the event that Developer is unsuccessful in procuring such easements and rights-of-ways, Developer shall pay the City a fee in the amount of \$46,362.50, per the Engineer's Estimate attached hereto as Exhibit

D, for the construction of the passing blister within thirty (30) days of the recording of the final plat for the first phase of the Subdivision.

3. **Davis Road Sidewalk Connection to Center Street.** Developer will investigate a sidewalk connection between Parkrose and the existing Center Street, utilizing the existing right-of-way along Davis Road. In the event that City determines that it is practically and economically feasible, the Developer shall install the sidewalk connection at City's cost as part of the construction of the first phase of the Subdivision.
4. **Davis Road & Franklin Street Drainage.** Developer is not responsible for providing drainage infrastructure along the east side of Franklin Street or north side of Davis Road unless the Parkrose improvements disrupt the existing drainage patterns. In the event that Developer's actions negatively impact the existing drainage patterns of Davis Road or Franklin Street, then Developer shall take corrective action, at its own expense, to restore the drainage patterns to their previous state.
5. **Cost Reimbursements.** Within thirty (30) days of City's acceptance of improvements defined within this agreement, City will provide Developer with a check in the amount of cost of improvements. If City determines that additional work is required, as outlined in the above agreement, the City shall inform Developer and Developer shall produce a cost estimate to City. City shall have five (5) business days to respond, or the estimate shall be deemed approved. Within thirty (30) days of City's acceptance of these improvements, City will provide Developer with a check in the amount of the cost of improvements.
6. **Dispute Resolution.** To resolve any Dispute (defined below) quickly and economically, and to preserve their privacy and ongoing business relationships, City and Developer intend that any Dispute shall be mediated or arbitrated under this paragraph. If any controversy, claim, issue dispute or other matter arising out of or relating to this Agreement, or breach thereof including, without limitation, any claim that this Agreement is invalid, rescinded, voidable, or void ("Dispute"), is not settled by direct discussions within 30 days after notice of the Dispute, the Parties agree first to try in good faith to settle the Dispute by non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). If the Parties fail to settle a Dispute through mediation, it, shall be resolved by binding arbitration before a mutually agreed upon arbitrator in accordance with the commercial construction arbitration rules of the American Arbitration Association. If the Parties are unable to agree on an arbitrator after attempting to do so in good faith, the Dispute will be submitted to the AAA to be settled by binding arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall be responsible for their own attorney fees and costs, and the prevailing party at arbitration shall not be entitled to its reasonable attorney's fees and costs from the other party.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

WITNESS:

DEVELOPER:

Michael Kady, President

CITY OF GREENFIELD, INDIANA
BOARD OF PUBLIC WORKS & SAFETY:

Mayor Guy Titus

Katherine Locke

Larry Breese

Brent Robertson

ATTEST:

Date

Glenna Shelby

CENTER STREET MODIFICATIONS

Exhibit A



SCALE: 1"=30'

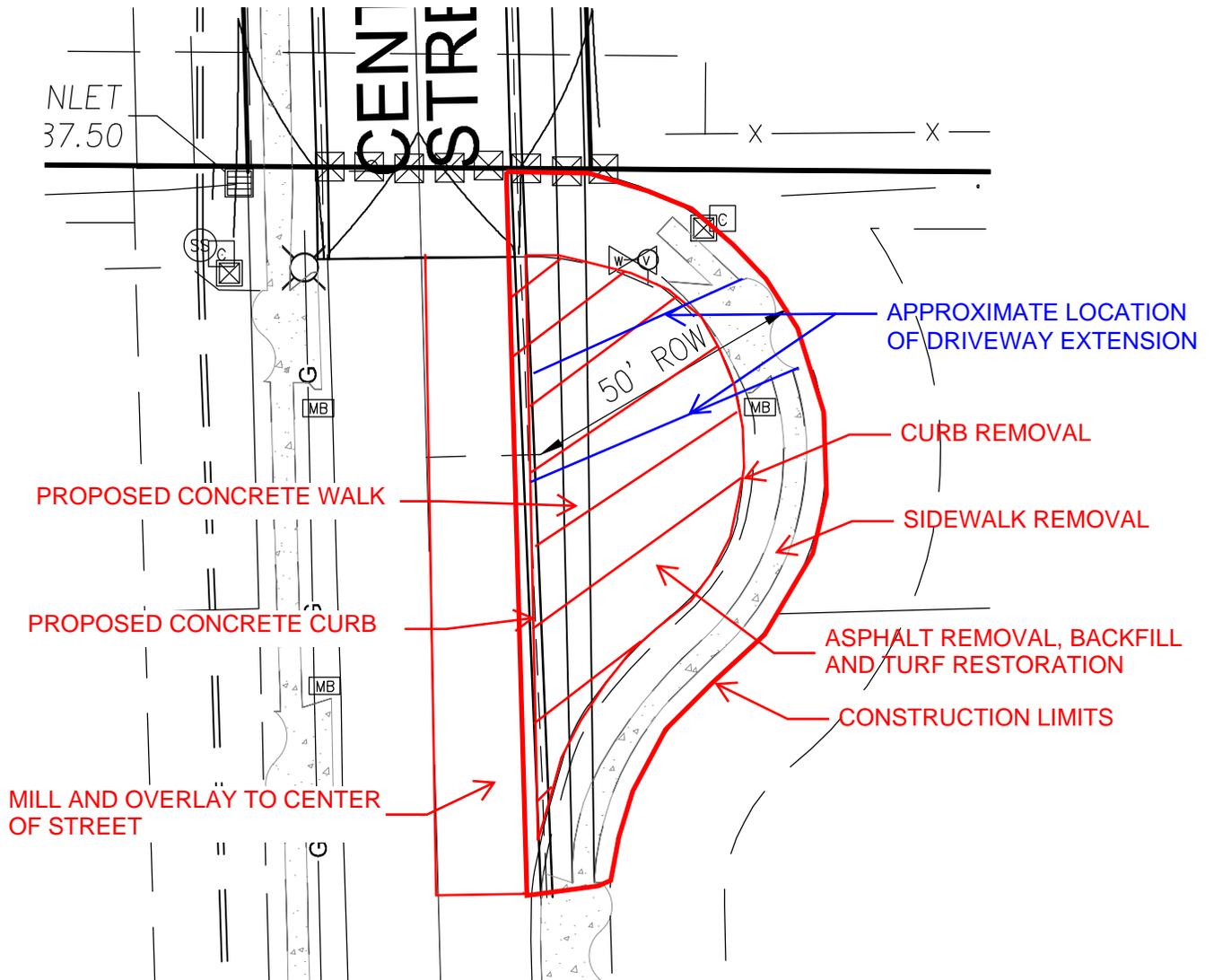


Exhibit B

Parkrose - Greenfield, IN
W. Davis Road: Accel/Decel Lane Cost Estimates
January 11, 2024

	Quantity	Units	Unit Price	Extension		Remarks
W. Davis Road Accel/Decel Lanes						
Aggregate Base Course (6")	365	SY	\$ 10.00	\$ 3,650.00		
Asphalt Intermediate Course, Type A (2")	297	SY	\$ 15.00	\$ 4,455.00		
Asphalt Base Course, Type A (8")	297	SY	\$ 22.00	\$ 6,534.00		
Asphalt Surface Course, Type A (1")	297	SY	\$ 10.00	\$ 2,970.00		
Item #407 - Tack Coat (0.1 gal/sq. yd.)	150	Gallons	\$ 3.50	\$ 525.00		
Item #408 - Prime Coat MC-30 or RT 2 (0.5 gal/sq. yd.)	150	Gallons	\$ 4.50	\$ 675.00		
Sawcut Existing Pavement	300	LF	\$ 3.00	\$ 900.00		
Subgrade Prep	365	SY	\$ 4.50	\$ 1,642.50		
General Grading	1	LS	\$ 5,000.00	\$ 5,000.00		
Lane Striping	1	LS	\$ 1,000.00	\$ 1,000.00		
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00		
Mill + Resurface Existing Pavement	45	SY	\$ 33.00	\$ 1,485.00		
Right-of-Way Seeding	250	SY	\$ 3.00	\$ 750.00		
				Sub-Total	\$	39,586.50

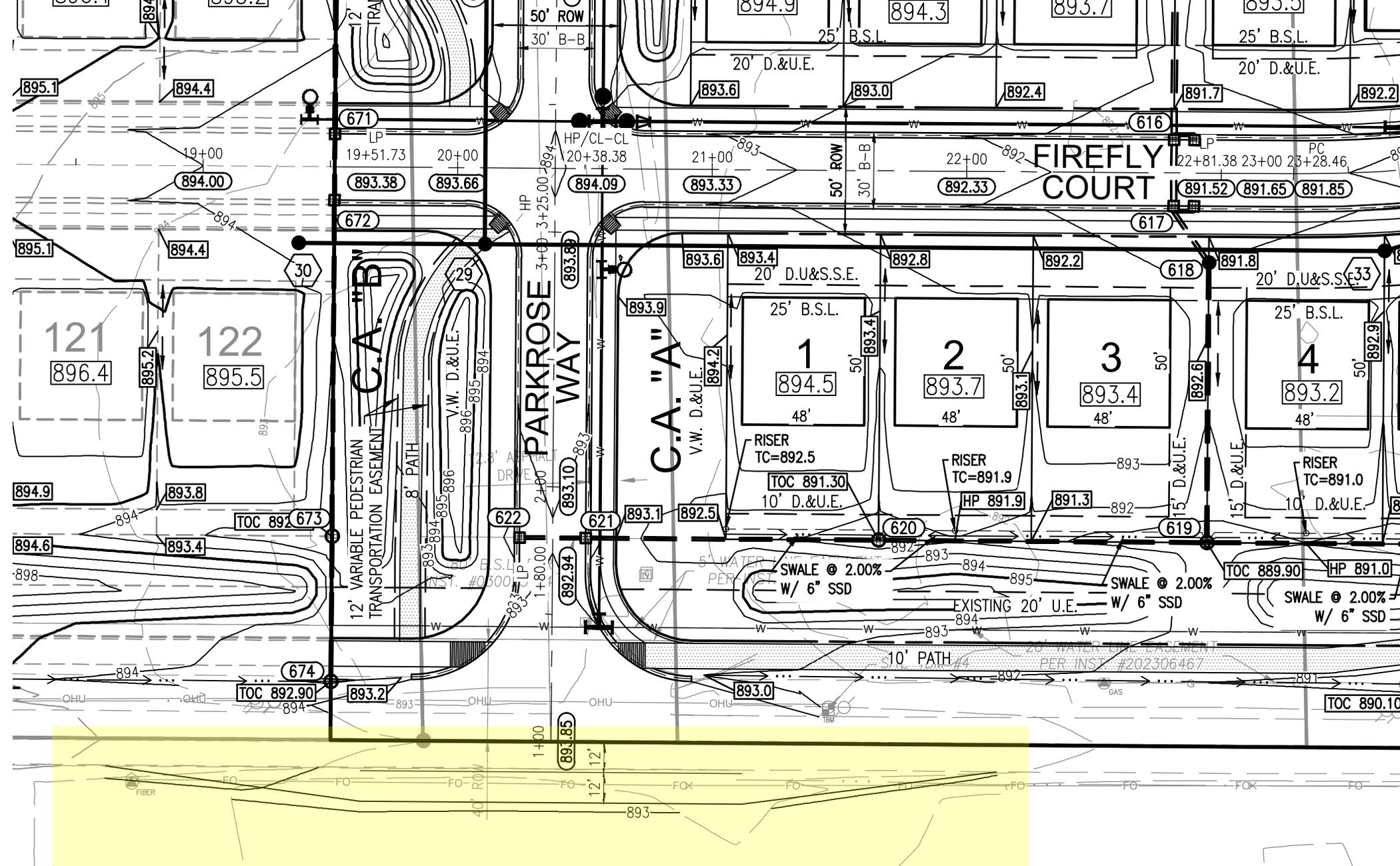


Exhibit C

Exhibit D

Parkrose - Greenfield, IN
 W. Davis Road: Passing Blister
 January 11, 2024

	Quantity	Units	Unit Price	Extension		Remarks
W. Davis Road Passing Blister						
Aggregate Base Course (6")	453	SY	\$ 10.00	\$ 4,530.00		
Asphalt Intermediate Course, Type A (2")	367	SY	\$ 15.00	\$ 5,505.00		
Asphalt Base Course, Type A (8")	367	SY	\$ 22.00	\$ 8,074.00		
Asphalt Surface Course, Type A (1")	367	SY	\$ 10.00	\$ 3,670.00		
Item #407 - Tack Coat (0.1 gal/sq. yd.)	190	Gallons	\$ 3.50	\$ 665.00		
Item #408 - Prime Coat MC-30 or RT 2 (0.5 gal/sq. yd.)	190	Gallons	\$ 4.50	\$ 855.00		
Sawcut Existing Pavement	350	LF	\$ 3.00	\$ 1,050.00		
Subgrade Prep	453	SY	\$ 4.50	\$ 2,038.50		
General Grading	1	LS	\$ 5,000.00	\$ 5,000.00		
Lane Striping	1	LS	\$ 1,000.00	\$ 1,000.00		
Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00		
Mill + Resurface Existing Pavement	75	SY	\$ 33.00	\$ 2,475.00		
Right-of-Way Seeding	500	SY	\$ 3.00	\$ 1,500.00		
				Sub-Total	\$	46,362.50