



*Department of Engineering*

**December 27, 2023**

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

Dear Members,

The developer of The Preserve at Blue Road, Meusing Management Company, Inc, has completed the installation of work listed below from their 6/22/2021 Subdivision Agreement and is requesting the acceptance of the improvements and the release of the performance bonds associated with the work:

Work Item	Performance Bond No.	Performance Bond Amount	Maintenance Bond No.	Maintenance Amount (20%)
Road Improvements	Cashier's Check 320963	\$ 62,914.76	TBD	\$ 11,439.05
Sidewalks & ramps		\$ 10,665.60	TBD	\$ 1,939.20
Storm Sewers		\$ 11,147.40	TBD	\$ 2,026.80
Sanitary Sewers		\$ 8,789.00	TBD	\$ 1,598.00
Water Mains		\$ 21,285.00	TBD	\$ 3,870.00
TOTAL		\$ 114,801.76	TBD	\$ 20,873.05

My staff, and utility staff, has inspected and approved the above-listed improvements, therefore I would like to request the Board accept the work shown above and release the performance bonds on file in the Clerk Treasurer's office. Upon your acceptance, the performance bonds will be swapped out for the required 3-year maintenance bond as soon as possible.

Sincerely,

Jason Koch, PE  
City Engineer

## **SUBDIVISION IMPROVEMENT AGREEMENT**

The Preserve at Blue Road (aka Blue Road Apartments) Subdivision

This Agreement, made by and between the City of Greenfield Board of Public Works and Safety (“Board of Works”) and Meusing Management Company Inc. (“Subdivider”).

### **Preamble**

WHEREAS, Subdivider applied to the Plan Commission for primary plat approval for the The Preserve on Blue Road, (aka Blue Road Apartments) Subdivision;

WHEREAS, on September 14, 2020 the Plan Commission granted Subdivider primary plat approval for The Preserve on Blue Road (aka Blue Road Apartments) 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 Zoning Administrator for secondary plat approval, as authorized by the Plan Commission, on January 11, 2021 for The Preserve on Blue Road (aka Blue Road Apartments) Subdivision;

WHEREAS, Subdivider has not completed the required public improvements, namely improvements to the installation of street, sidewalks, storm sewer, sanitary sewer, and waterlines, and desires to submit a subdivision improvement agreement, secured by Cashier’s Check, 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**

Subdivider agrees to obtain and submit to the Board of Works Cashier’s Check in the amount of \$114,801.76, in favor of the City of Greenfield, to secure the completion of all required public improvements at the The Preserve on Blue Road (aka Blue Road Apartments) Subdivision;

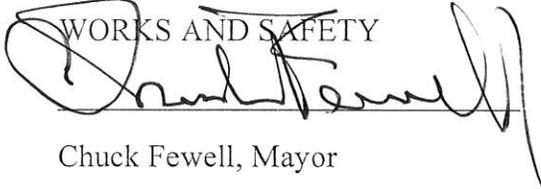
1. Subdivider agrees to complete the [The Preserve on Blue Road, (aka Blue Road Apartments) Subdivision] public improvements on or before June 22, 2022, in accordance with the construction and design standards set forth or incorporated in the City of Greenfield Subdivision Control Ordinance, the City of Greenfield Public Improvement Design Standards and Specifications Manual, and in accordance with the development plans set forth or incorporated in the approved The Preserve on Blue Road (aka Blue Road Apartments) Subdivision Plat and application materials.

2. The parties acknowledge and agree that the Zoning Administrator may withhold improvement location permits for any undeveloped The Preserve on Blue Road (aka Blue Road Apartments) Subdivision lot unless and until Subdivider has completed the public improvements that serve the lot.
3. 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 Cashier's Checks in an amount sufficient to cover the breach.
4. The parties acknowledge and agree that by accepting the Cashier's Checks 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 Subdivision Control Ordinance and/or approval granted thereunder in relation to The Preserve on Blue Road (aka Blue Road Apartments) Subdivision, against the Subdivider.

IN WITNESS WHEREOF, the Board of Works, by its Chairperson, and Subdivider execute this Agreement this 22 day of June, 2021.

GREENFIELD BOARD OF PUBLIC

WORKS AND SAFETY



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Chuck Fewell, Mayor



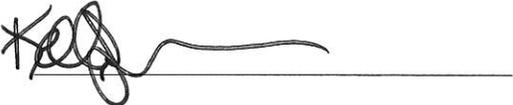
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Katherine N. Locke



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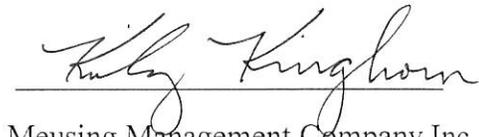
Larry J. Breese



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Kelly McClarnon

SUBDIVIDER



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Meusing Management Company Inc.  
Kirby Kinghorn, Vice President

Glenna G. Shelby  
Glenna Shelby

ATTEST: Lori Elmore  
Lori Elmore, Clerk-Treasurer  
City of Greenfield



STOEPPELWERTH

ALWAYS ON

ofc: 317.849.5935  
fax: 317.849.5942

7965 East 106th Street  
Fishers, IN 46038-2505  
www.stoepelwerth.com

June 2, 2021

City of Greenfield Planning & Zoning  
10 South State Street  
Greenfield, Indiana 46140

Attention: Joanie Fitzwater

Re: Blue Road Apartments

Dear Ms. Fitzwater;

On behalf of the developer, enclosed please find an Engineer's Estimate (opinions of cost representing our best judgement and not a guarantee of actual construction costs) for Blue Road Apartments Right-of-Way. The estimate is as follows:

ITEM	QTY	UNIT	COST	TOTAL	PERFORMANCE BOND
<b>RIGHT-OF-WAY PAVING for BOTH BLUE ROAD &amp; DATE STREET</b>					
<i>Compact 6" Commercial #53 Limestone</i>					
	831	SY	\$9.66	\$8,024.97	
<i>25.0 mm Base</i>					
	831	SY	\$33.63	\$27,946.53	
<i>19.0 mm Intermediate</i>					
	831	SY	\$15.25	\$12,672.75	
<i>9.5 mm Surface</i>					
	831	SY	\$10.29	\$8,550.99	
<b>Right-of-Way Total</b>				<b>\$57,195.24</b>	<b>\$62,914.76</b>
<b>CITY SIDEWALKS</b>					
<i>Blue Road</i>					
	380	LF	\$7.70	\$2,926.00	
<i>Date Street</i>					
	100	LF	\$7.70	\$770.00	
<i>Labor</i>					
	480	LF	\$12.50	\$6,000.00	
<b>City Sidewalks Total</b>				<b>\$9,696.00</b>	<b>\$10,665.60</b>
<b>STORM SEWERS</b>					
<i>12" RCP Pipe</i>					
	25	LF	\$30.00	\$750.00	
<i>12 Concrete Flared End Section</i>					
	1	EA	\$1,780.00	\$1,780.00	
<i>12" RCP Pipe</i>					
	25	LF	\$30.00	\$750.00	
<i>12 Concrete Flared End Section</i>					
	1	EA	\$1,780.00	\$1,780.00	
<i>12" RCP Pipe</i>					
	20	LF	\$30.00	\$600.00	

LAND DEVELOPMENT SUPPORT SOLUTIONS

ENGINEERING | SURVEYING

<i>Yard Inlet with Beehive Grate</i>	1	EA	\$1,937.00	\$1,937.00	
12" RCP Pipe	20	LF	\$30.00	\$600.00	
<i>Yard Inlet with Beehive Grate</i>	1	EA	\$1,937.00	\$1,937.00	
<b><i>Storm Sewer Total</i></b>				<b>\$10,134.00</b>	<b>\$11,147.40</b>
<b>SANITARY SEWER</b>					
<i>Demo and Restore Existing Pavement</i>	1	LS	\$3,500.00	\$3,500.00	
<i>Tie-In to Existing Structure</i>	1	LS	\$3,590.00	\$3,590.00	
8' SDR35 PVC Main	20	LF	\$45.00	\$900.00	
<b><i>Sanitary Sewer Total</i></b>				<b>\$7,990.00</b>	<b>\$8,789.00</b>
<b>WATERLINE</b>					
<i>Tap Existing Main</i>	1	LS	\$4,500.00	\$4,500.00	
8" DI Pipe	45	LF	\$55.00	\$2,475.00	
<i>Tap Existing Main</i>	1	LS	\$4,500.00	\$4,500.00	
8" Poly Bore	63	LF	\$125.00	\$7,875.00	
<b><i>Waterline Total</i></b>				<b>\$19,350.00</b>	<b>\$21,285.00</b>
<b>GRAND TOTAL</b>				<b>\$104,365.24</b>	<b>\$114,801.76</b>

If you have any questions or comments regarding this estimate, please contact Ryan E. Rediger at [rediger@stoepfelwerth.com](mailto:rediger@stoepfelwerth.com) or his direct line at (317) 570-4743.

Very truly yours,

STOEPPELWERTH & ASSOCIATES, INC.

*David J. Stoepfelwerth*

David J. Stoepfelwerth

Cc: Mike Mance

RER/meb

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 **MERCHANTS BANK**  
OF INDIANA

20-0915/0749

**320963**

DATE 06/15/2021

PAY TO THE  
ORDER OF

CITY OF GREENFIELD

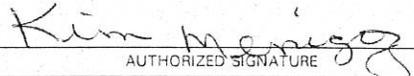
\$ 114,801.76



DOLLARS

**CASHIER'S CHECK**

MEMO SUBDIVISION IMPROVEMENT AGREEMENT  
REMITTER BLUE ROAD LLC

  
AUTHORIZED SIGNATURE

⑈ 3 20963 ⑈ ⑆ 074909 ⑆ 53⑆ 20 ⑆ 2000 ⑈

**CUSTOMER COPY**

 **MERCHANTS BANK**  
OF INDIANA

20-0915/0749

**320963**

DATE 06/15/2021

PAY TO THE  
ORDER OF

CITY OF GREENFIELD

\$ 114,801.76



DOLLARS

**CASHIER'S CHECK**

MEMO SUBDIVISION IMPROVEMENT AGREEMENT  
REMITTER BLUE ROAD LLC

**NON-NEGOTIABLE**

AUTHORIZED SIGNATURE

**COPY**

**COPY**