



Greenfield Engineering & Planning

10 South State Street
Greenfield, IN 46140
Phone: (317) 477-4320
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November 12, 2025

Board of Public Works and Safety
10 S. State Street
Greenfield, IN 46140

Re: Infrastructure Inspection and Fees Agreement
The Villas at Hawks Tail development

Dear Members,

Greenfield has a program for developers to reimburse the City for private-party full time inspection of infrastructure. The developer for the referenced project is William Eric Group and the agreement is attached and ready for approval and execution.

Recommended motion to enter into an Infrastructure Inspection and Fees Agreement with William Eric Group for work associated with The Villas at Hawks Tail.

A handwritten signature in blue ink, reading "Glen E. Morrow". The signature is stylized with a large, sweeping "G" and "M".

Glen E. Morrow, PE
City Engineer

**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: William Eric Group 238 N. Main St. Maxwell, IN 46154 (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 for The Villas at Hawk's Tail (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 12 months beginning on 11/12/2025_____ and ended on 11/12/2026_____ 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. Sample forms can be found in Chapter 155.079 of the Greenfield Unified Development Ordinance,
13. During the ninth (9th), twenty-first (21st) and thirty-third (33rd) 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:

Greenfield Planning Director
City of Greenfield
10 S. State Street
Greenfield, IN 46140

IF TO DEVELOPER:

William Eric Group
238 North Main Street,
Maxwell, IN 46154
(317) 326-8000

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: William Eric Group

Address: 238 North Main Street, Maxwell, IN 46154

Phone: (317) 326-8000

Signature: [Signature]

Printed Name: Jon Smith

Title: Member

Date: 10/31/2025

STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Jon E. Smith, 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 4th day of November, 2025

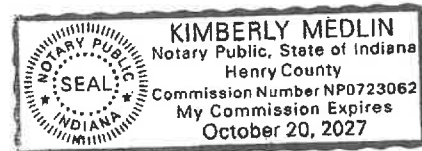
Oct. 20, 2027
Commission Expiration Date

Kimberly Medlin
Notary Public Signature

Henry
County of Residence

Kimberly Medlin
Printed Name

GREENFIELD:



Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____

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

Gregg\MUNICIPAL\Greenfield\Planning Department\Infrastructure Inspection and Fees Agreement – 04-10-25