



*Department of Engineering*

**August 13, 2019**

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

Dear Members,

On March 26, the City of Greenfield was awarded \$1,000,000.00 from the State of Indiana in the Community Crossings Matching Grant (CCMG) program. This is a 50/50 matching grant where the City will also provide \$1,000,000.00 for a project total of \$2,000,000.00.

At the April 9 BOPW, you executed 3 agreements with the State of Indiana defining the terms and conditions of the grant funding. Attached are amendments for 2 of the 3 agreements that move the New Road segment from one agreement to the other. This is for internal INDOT housekeeping purposes.

I would like to ask the board approve and execute the grant agreement amendments, as attached.

Sincerely,

A handwritten signature in black ink that reads "Jason Koch". The signature is written in a cursive, flowing style.

Jason Koch, PE  
City Engineer

**AMENDMENT #1 to the  
LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT**

**SCM Contract# 000000000000000000034412**

This AMENDMENT is made by and between the State of Indiana, acting by and through the Indiana Department of Transportation (hereinafter referred to as “INDOT”), and the City of Greenfield (hereinafter referred to as the “CITY”), and jointly referred to as the “Parties,” is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

WHEREAS, the Parties entered into a Local Roads and Bridges Matching Grant Agreement under SCM Contract #000000000000000000034412 (“Grant”) on May 24, 2019 concerning the road preservation project for the CITY, which said Grant is attached as **Exhibit 1** and herein incorporated by reference; and

WHEREAS, one of the roadway projects (New Road) listed in the original **Attachment A** of the Grant has been bid under another project under Des. No. 1900966 and should not have been included as part of the project under Des. No. 1900965; and

WHEREAS, the Parties have agreed this roadway should not be included in the Grant and funding should be decreased as result of its elimination from the Grant from **\$724,711.04** to the new amount of **\$579,508.18**;

WHEREAS, the Parties wish to substitute **Attachment A-1**, which eliminates New Road, for **Attachment A** to encompass the full scope of the project;

NOW THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows.

1. Section 6(D) shall be deleted in its entirety and is hereby amended as follows:

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 50% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is **\$579,508.18**.

2. Attachment A of the Grant is deleted in its entirety and is hereby substituted with Attachment A-1.

**All other matters previously agreed to and set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.**

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**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**CITY OF GREENFIELD, LOCAL UNIT**

\_\_\_\_\_  
Chuck Fewell, Mayor

Attested: \_\_\_\_\_  
Lori Elmore, Clerk-Treasurer

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

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

**STATE OF INDIANA  
Indiana Department of Transportation**

\_\_\_\_\_ (For)  
Joseph McGuinness, Commissioner  
Indiana Department of Transportation

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

**APPROVALS**

STATE OF INDIANA  
Office of Management and Budget

By: \_\_\_\_\_ (FOR)  
Zachary Q. Jackson, Director

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

STATE OF INDIANA  
Department of Administration

By: \_\_\_\_\_ (FOR)  
Lesley A. Crane, Commissioner

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

Approved as to Form and Legality:  
Office of the Attorney General

By: \_\_\_\_\_ (FOR)  
Curtis T. Hill, Jr.  
Attorney General of Indiana

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

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

\_\_\_\_\_  
Marjorie A. Millman, Attorney No. 21748-36

**ATTACHMENT A-1**

**PROJECT DESCRIPTION**

Des. No.: **1900965**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Patch And Rehab Pavement**

Location: **Various Locations**

<b>Route Name</b>	<b>From</b>	<b>To</b>	<b>Award Amount for Feature</b>
MUSKEGON DR	Broadway Street	Field Boulevard	\$259,289.25
WINFIELD PK DR	Meridian Road	VanBuren Street	\$95,507.59
VAN BUREN	US 40	Approximately 160' N of Winfield Park Drive	\$50,791.67
FIELDS BLVD	Muskegon Drive	New Road	\$143,716.25
WINFIELD PK	Winfield Park Drive	Cul-de-sac	\$10,479.92
WINFIELD PK	Winfield Park Drive	Cul-de-sac	\$6,138.75
PRESIDENTIAL CT	Winfield Park Drive	Cul-de-sac	\$13,584.75

Application ID: **4640**

A general scope/description of the Project is as follows:

The project scope consists of milling and resurfacing of an arterial road, the PCCP reconstruction or repair of industrial collectors, PCCP patching of residential streets, upgrades of curb ramps to current ADA standards, sidewalk repair to fix ADA deficiencies, spot curb repair and/or replacement to facilitate proper drainage to extend pavement life, and pavement markings as needed.

**The Amended maximum amount of state funds allocated to the Project is \$579,508.18.**



**All other matters previously agreed to and set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.**

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**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**CITY OF GREENFIELD, LOCAL UNIT**

\_\_\_\_\_  
Chuck Fewell, Mayor

Attested: \_\_\_\_\_  
Lori Elmore, Clerk-Treasurer

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

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

**STATE OF INDIANA  
Indiana Department of Transportation**

\_\_\_\_\_ (For)  
Joseph McGuinness, Commissioner  
Indiana Department of Transportation

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

**APPROVALS**

STATE OF INDIANA  
Office of Management and Budget

By: \_\_\_\_\_ (FOR)  
Zachary Q. Jackson, Director

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

STATE OF INDIANA  
Department of Administration

By: \_\_\_\_\_ (FOR)  
Lesley A. Crane, Commissioner

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

Approved as to Form and Legality:  
Office of the Attorney General

By: \_\_\_\_\_ (FOR)  
Curtis T. Hill, Jr.  
Attorney General of Indiana

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

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

\_\_\_\_\_  
Marjorie A. Millman, Attorney No. 21748-36

**ATTACHMENT A-1**

**PROJECT DESCRIPTION**

Des. No.: **1900966**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location: **Various Locations**

<b>Route Name</b>	<b>From</b>	<b>To</b>	<b>Award Amount for Feature</b>
INDIGO DR	Runnymede Drive	McKenzie Road	\$27,483.53
INDIGO CT	Cul-de-sac	Runnymede Drive	\$12,084.66
RUNNYMEDE DR	Indigo Drive	Breakwater Drive	\$31,588.54
GRINDSTONE WAY	Fairfield Drive	Cul-de-sac	\$16,865.11
MARBLE LN	Stonewall Drive	Grindstone Way	\$8,538.59
FAIRFIELD DR	Stonewall Drive	Grindstone Way	\$13,432.09
FAIRFIELD CIR	Grindstone Way	Cul-de-sac	\$12,935.00
STONEWALL DR	Blue Road	Marble Lane	\$18,522.39
STONEWALL CIR	Marble Lane	Cul-de-sac	\$7,320.65
NEW RD	Approximately 450' east of Franklin Road	SR 9	\$145,202.86

Application ID: **4641**

A general scope/description of the Project is as follows:

The project scope consists of milling and resurfacing of local roads, upgrades of curb ramps to current ADA standards, sidewalk repair to fix ADA deficiencies, spot curb repair and/or replacement to facilitate proper drainage to extend pavement life, and pavement markings as needed.

**The Amended maximum amount of state funds allocated to the Project is \$293,973.42.**