

AGREEMENT

Comes now the City of Greenfield, Indiana, by and through the Greenfield Board of Public Works and Safety, hereinafter referred to as “the City” and Greenfield Mavins, LLC, by and through its managing member, Amy Baggott, hereinafter referred to as “Griggsby’s” and agree to the following:

1. At all relevant times, the City is the owner of an alley adjacent to and immediately east of the structure housing the facility known as Griggsby’s Station.
2. Due to recent traffic flow and other factors relating to the operation of Griggsby’s and the use of an adjoining area for City parking, a portion of said alleyway has deteriorated to the point where it now needs substantial repairs.
3. The City has solicited quotations for the repair of the concrete portion of the alley and has determined that Vail’s Concrete is the lowest and best vendor.
4. The City and Griggsby’s have entered into negotiations regarding a sharing of the expense of said repairs in the amount of \$23,000.00 of which each party shall pay 50%.
5. Due to the fact that the City will be the entity contracting with the vendor, the City will pay the invoice from the vendor and thereafter invoice Griggsby’s, which shall pay said sums within 10 business days after mailing of the invoice.
6. Any amount remaining unpaid after 10 business days from the mailing of the invoice shall carry interest at the rate of 8% per annum until paid.
7. The parties acknowledge that the alley in question is being repaired and shall remain the sole property and under the sole direction and control of the City.

8. Should a dispute arise among the parties that results in either or both parties retaining the services of legal counsel, the prevailing party in said dispute shall be responsible for the reasonable attorney fees of the other party.

READ AND SO AGREED TO THIS 25 DAY OF ~~JULY~~, 2020.
JUNE

**GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY**

GREENFIELD MAVINS, LLC

Glenna Shelby



Amy Baggott, Managing Member

Katherine Locke

Kelly McClarnon

Larry Breese

Mayor Chuck Fewell

ATTEST:

Lori Elmore, Clerk-Treasurer