

**DEV25-02**      **18-20 W South Street**, City of Greenfield requests approval to demolish a commercial structure in the “DT” Downtown District.

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**Exhibits:**

1. Appraisal Report by Carmichaels Appraisal Services
2. Appraisal Report by Beam, Longest & Neff
3. Estimate / Proposal for Roof Repair for Main Roof and Penthouse Roof by Nu-Tec Roofing Contractors (\$212,000)
4. Estimate / Proposal for Roof Repair by Willpower Construction Management, LLC (\$107,301.59)
5. Site Photographs – Exterior

**Location and Surrounding Uses:**

North DT Downtown & Historic District - Office Use and Parking lot  
 South DT Downtown & RTO Recreational Trail Overlay - Fire Department  
 East DT Downtown - City Offices Parking Lot  
 West DT Downtown – Offices and Parking



**Aerial Site Location**



**Zoning Site Location**

**CURRENT CONDITIONS**

The building is currently occupied by The Landing Place, a faith-based organization for Hancock County Youth and the Hancock County Learning Center. An adult education facility, in the DT (Downtown) Zoning District.

The building is in extensive need of roof-repairs, as indicated in the two Estimates attached to this report.

The DT district was created to retain the traditional design character of the walkable mixed use urban core. Any demolitions require Plan Commission consideration through the Development Plan approval process.

Demolition of this structure would provide for redevelopment opportunity in the downtown core.

**Current Proposal**

The Petitioner proposes to remove the existing structure from the lot due to the excessive costs to repair the roof structure. At this time, the future use of the subject property has not been determined. The City plans to use the site in the interim as a temporary parking lot, although construction plans have not been created to date.

Two Estimates have been provided showing the expected costs to bring the roof-structure to safe conditions at \$107,301.59 and \$212,000, respectively. The two Appraisals gave values for the property of \$200,000 and \$206,000, respectively. In summation, the costs for necessary roof replacement may be more than half the appraised value of the property and could ultimately exceed the appraised value of the property.

**The Ordinance states that the Plan Commission may approve demolition if it finds one of the following to be true:**

- a. The structure poses an immediate and substantial threat to public safety.**

**Findings:**

Though the structure is not in immediate danger of falling or collapsing, there is significant structural roof damage which poses great risk of additional structural damage over time.

- b. The historic or architectural significance of the structure or part thereof is such that, in the Commission's opinion, it does not contribute to the traditional character of the structure and context of the district.**

**Findings:**

The structure, even with roof repair, would not contribute to the traditional character of the district.

- c. The demolition is necessary to allow new development that, in the Commissions opinion, is of greater significance to the conservation of the district than is the retention of the structure, or portion thereof, for which demolition is sought.**

**Findings:**

There are currently no plans to rebuild a structure on the lot and demolishing the structure will create a hole in the desired streetscape for the district. However, redevelopment is likely to happen as part of a larger project. The 2013 Downtown Revitalization Plan proposes this and adjacent property for mixed use redevelopment.

- d. The structure or property cannot be put to any reasonable economically beneficial use for which it is, or may be, reasonably adapted to, without the approval of the demolition.**

**Findings:**

The cost estimates for roof structure repair and current condition of the building prohibit it from being put to any reasonable or economically beneficial use.

**General Findings:**

The long term use of the property has not been determined. The site may be used as an interim, temporary parking lot or it may be planted with grass as a green area until presented with a permanent proposal for development. Any permanent future development of the

subject property will require appropriate landscaping and development standards review per the Downtown Zoning District.

**Staff Recommendation:** Approve the demolition request, subject to the findings in the staff report and the following conditions:

1. A demolition permit must be obtained prior to demolition and subject to the following:
  - a. Contractor is responsible to see that all water and sewer utilities are abandoned to the satisfaction of the City of Greenfield Utilities. All other utilities must be capped / removed according to the requirements of the utility.
  - b. All debris must be removed from site and disposed of properly.
  - c. Remove foundation, concrete slab, underground/under slab plumbing lines.
  - d. Backfill with dirt, topped with 6 inches of top soil, and properly grade the lot and seed and straw for effective erosion control.
  - e. Contractor is liable for any damage to surrounding properties. Surrounding properties are to be restored / cleaned to the condition they were in when the project started, including the public sidewalk and rights of way.
2. A Conditional Use approval shall be obtained for any parking lot use.

Carmichael Appraisal Services

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Dee B Carmichael  
1566 South 500 East  
Greenfield, IN 46140  
[Deecarmichael1@outlook.com](mailto:Deecarmichael1@outlook.com)

(317) 409-3324

October 7, 2020

Gregg Morelock  
Legal Counsel, City of Greenfield  
6 W South Street  
Greenfield, IN 46140

Subject: Appraisal of the Robinette Property

Gregg,

Attached is the appraisal report for the property located at 18 W and 20 W South Street in Greenfield. This is the property owned by Robinette, Inc. (Fleming).

This is somewhat of a unique property because of its age, size, downtown location and its lack of any parking space. Having said that, it is not that unusual for old buildings in a downtown area to lack parking other than public parking. In completing an assignment like this one, it can be difficult to find comparable sales that are identical or even similar to the subject property. You usually end up trying to find sales that at least share some of the same characteristics of the subject. And that is what had to be done for this assignment.

**The estimated market value of the subject property as of 9/27/2020 is: \$200,000**

The Cost Approach was not completed in this appraisal assignment because of the age of the building. The Sales Comparison Approach and the Income Approach have been completed. However, the Income Approach is the least applicable approach because of the lack of good income and expense data for this type of building as well as insufficient support for an appropriate capitalization rate. The typical buyer of the subject is probably not going to be an investor but rather someone who can utilize and occupy the building for their own business use rather than try to rent it out.

I was assisted in this assignment by Mark Ratterman, who is also a licensed real estate appraiser and holds the MAI designation. Mark and I often work together on appraisal assignments. The attached invoice is the only bill you will receive for this assignment.

I appreciate the opportunity to have completed this assignment for the City of Greenfield. I will try to answer any questions you or any city officials may have regarding the appraisal.

Sincerely,



**Carmichael Appraisal Services**

Dee Carmichael  
1566 South 500 East  
Greenfield IN 46140

Certified General Appraiser CG69100084  
DeeCarmichael1@outlook.com  
317-409-3324

**An Appraisal Report of Specified Rights to Real Estate**

File Number	20-643
Owner	Robinette, Inc.
Located at:	18-20 W. South Street, Greenfield IN 46140
Client:	The City of Greenfield 10 S State Street Greenfield, IN 46140
Type:	Office / Industrial / Retail
Valuation Methods:	Sales Comparison
Interest appraised:	There is a lease but only for a few more months. – Effectively fee simple.
Est. marketing time:	365 days
Est. exposure time:	365 days
Effective date:	09/27/2020
Report date:	10/6/2020
Appraiser #1	Dee Carmichael, Certified General Appraiser
Appraiser #2	Mark Ratterman, Certified General Appraiser

**Aerial View of the Subject Property**



**LETTER OF TRANSMITTAL**

10/02/2020

Dear,

Gregg Morelock  
City of Greenfield  
gmorelock@greenfieldin.org

At your request and authorization, we have prepared an appraisal for the subject, located at 18 & 20 W. South St., Greenfield, IN 46140. The purpose of the appraisal was to estimate the fair market value of a fee simple estate in the subject property, as of September 25, 2020, utilizing all necessary approaches to value to derive a qualified opinion of value.

The definition of market value, fee-simple, and other appraisal terms are included within the text of this report. The appraisal is subject to and in conformance with requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation and by the Appraisal Institute.

The subject property is further described and identified by both legal and narrative descriptions within the text of this report. Examination and/or physical inspection of the property included both interior and exterior inspections. All necessary investigation and primary analysis were performed by the appraisers. Based on the market data set forth in this report, it is our opinion that the estimated fair-market value of the fee-simple estate in the subject property, based on market conditions and as of 09/25/2020, is as follows:

**\$206,000**  
**TWO HUNDRED SIX THOUSAND DOLLARS**

This letter of transmittal precedes and is hereby made part of the appraisal report that follows, setting forth the data and reasoning which are used in order to reach the final value estimate. The appraisal is subject to the "General Assumptions and Limiting Conditions", and "Certification" which have been included within this report. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of financing.

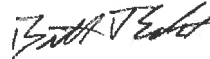
Respectfully submitted,

**Beam, Longest & Neff**



Kenneth E. Stephenson  
Certified General Appraiser, License # CG41500055

**Beam, Longest & Neff**



Brett J. Eckert  
Certified Trainee Appraiser, License # TR42000024

**CERTIFICATION STATEMENT**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- We have made a personal inspection of the property (ies) that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification. *(If there are exceptions, the name of each individual providing significant real property appraisal assistance is stated herein.)*
- I have not performed an appraisal of the subject property within the last three years.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Kenneth E. Stephenson  
Indiana Certified General Appraiser  
License # CG41500055



Brett J. Eckert  
Indiana Certified Trainee Appraiser  
License # TR42000024

1. This appraisal report considers the subject property as though free and clear of environmental contamination. No such information is known as the existence of environmental contamination; as such this may be construed as an extraordinary assumption.

## Hypothetical Conditions (General)

None noted.

## IDENTIFICATION OF SUBJECT PROPERTY

### Commercially Improved

**Postal Address:** 18 & 20 W. South St., Greenfield, IN 46140

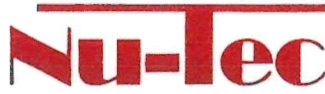
**State Parcel ID:** 30-11-05-102-034.003-009 & 30-11-05-102-034.001-009

**Site Size:** ~0.26 Acres

**Short Legal:** ORIG W ½ L 89 B 18 & ORIG E ½ L 89 B 18



West at improvement



**Roofing Contractors, LLC**

5025 Emco Drive, Indianapolis, IN 46220

(317) 255-4464 Fax (317) 255-0692

www.NuTecRoofing.com

May 29, 2024

Mr. Erik Knapp, Building Commissioner  
City of Greenfield  
10 S. State Street  
Greenfield, IN 46140

Reference: COG Fleming Building  
18-20 W South Street  
Greenfield, IN 46140

**We propose to furnish all labor and material to complete the following scope of work:**

**Main Roof**

1. We will mobilize the roof with all the safety equipment and materials needed.
2. We will remove the existing roof down to the deck substrate and dispose of it properly.
3. We will inspect decking for moisture damage and replace it on a unit cost basis per square foot.
4. We will mechanically fasten (2) layers of 1-3/4" Polyiso roof insulation (R=20.0) per manufacturer's fastening guidelines.
5. We will install a Carlisle .060 TPO Mechanically Fastened Roof System in accordance to manufacturer's specifications & details.
6. We will flash all penetrations in accordance with Carlisle's details.
7. We will provide a manufacturer's 20-year No Dollar Limit Warranty upon completion.
8. We will clean and maintain our work daily.

**Penthouse Roof**

1. We will mobilize the roof with all the safety equipment and materials needed.
2. We will remove the existing standing seam metal roof down to the deck substrate and dispose of it properly.
3. We will inspect decking for moisture damage and replace it on a unit cost basis per square foot.
4. We will furnish and install a layer of High Temp Ice & water Shield over the deck substrate.
5. We will install a 26-gauge Pre-Finished Standing Seam Metal Roof panel in accordance with the manufacturer's specifications & details.
6. We will furnish & install 280 lineal feet of box gutters.
7. We will install flashing details on all penetrations, pipes, stacks & curbs per manufacturer's specifications.

8. We will provide a manufacturer's 20-year No Dollar Limit Warranty upon completion.
9. We will clean and maintain our work daily.

**Investment: \$212,000.00 Two Hundred & Twelve Thousand Dollars**

Terms: Payment is due 30 days after completion of work. This proposal may be withdrawn if not accepted within 45 days.

Accepted:

Firm \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By *Chris Volpp*

Chris Volpp, V-P Business Development



## Proposal 24-19-3

Issue Date April 15, 2024

Expires April 30, 2024

### PREPARED BY

**Will Quinn**

WillPower Construction Management, LLC

(317) 501-9535

will@willpowercm.com

845 Indigo Dr, Greenfield, IN 46140, USA

### PREPARED FOR

**Erikk Knapp**

City of Greenfield

(317) 538-3841

eknapp@greenfieldin.org

20 W South St, Greenfield, IN 46140, USA

### PROPOSAL DETAILS

**20 W South St, Greenfield, IN 46140, USA**

Reroof proposal tied to Scope of work received March 18, 2024.

UNIT COST: Remove and replace deteriorated 1x purlins. \$75/per.

DESCRIPTION	TOTAL
Project Management and Coordination	\$3,107.15
Roofing Materials	\$55,044.15
Roofing Labor	\$49,150.29
<b>TOTAL</b>	<b>\$107,301.59</b>

1. Contract Work. Contractor agrees to perform work at an agreed upon lump sum pricing. All Work will be in accordance with the Building Codes adopted by the Building Safety Commission.
2. Scope/Pricing includes: Includes removal of existing metal panel roofing and shingle "high hat" roof sections, furnish "Kynar" or equal 24 gauge metal roofing panels w/ exposed fasteners, aluminum flashing, .45 mil TPO (mech. fastened) and guttering. New storm drainage to be daylight unless otherwise noted.
3. Performance Standard. The Work shall be performed as required by law and with all required permits. Unless otherwise specified, the Work must employ the best practices and the best quality materials and workmanship. Contractor is an independent contractor and will provide all design for the Work unless an Architect is needed, at which point added pricing will need to be discussed.
4. Contract Cost. Owner shall pay Contractor for the Work as follows. Contractor shall submit applications for payment to Client weekly. Within seven (7) days of receipt of an invoice for the Work, Client shall pay the lump sum to the Contractor. Payments due to the Contractor which are not paid by the Client when due shall bear interest at the rate of 8% per annum.
5. Completion. Pricing for this project assumes an agreed upon completion date. Time is of the essence. Contractor shall work diligently to assure completion by the Completion Date. If Contractor's completion of the Work is delayed by any governmental entity from whom an approval is required, or by any other third-party or factor beyond Contractor's control, then the Contractor shall be entitled to an equitable adjustment to the Completion Date to account for any such delays.
6. Waiver of Liens. To be completed by contractor after work is completed, if requested by Client.
7. Care of Material. Client assumes no responsibility for the care, safety or protection of tools, equipment, material or supplies. Contractor assumes all such risks.
8. Safety. Contractor shall protect the people and property on or around the Site from harm resulting from the Work, including necessary guards, lights, barricades and enclosures, during all working hours until the Work is completed. Contractor shall not disturb or displace any protection installed by others.
9. Labor Laws. Contractor shall comply with all applicable labor laws.
10. Indemnity. Client agrees to indemnify and hold Contractor harmless from any and all claims, liabilities, actions, causes of action and damages of any kind or nature arising from any acts or omissions that are solely of the General Contractor or its separate contractors or

anyone not in direct contractual privity with Contractor, as well as from any and all claims, liabilities, actions, causes of action and damages arising from any modification to Sub-Contractor's design or engineering drawings by the Client or any other third-party, or from any defects resulting from the coordination and/or incorporation of the Work into the existing structure or any other designs for any other work at the Client's work site.

11. Insurance. Contractor agrees for itself and for all those who furnish labor or materials to or through Contractor as follows.

(a) During the Work, and for the term of "contractual liability" and "completed operations" coverage, Contractor shall maintain the following insurance:

(i) Workers compensation insurance as required by law.

(ii) Comprehensive general liability insurance (including "contractual liability" and "completed operations" coverage) insuring Client and Contractor against liability for injury or death of persons and damage to property arising from the Work (without regard to any neglect or breach of duty by Client or Contractor) on an occurrence basis for \$1 million per occurrence/\$2 million aggregate liability. "Contractual liability" coverage must be maintained during the Warranty Period, defined in paragraph 12, and for the time required to correct defective Work. "Completed operations" coverage must be maintained for three years after the date to which "contractual liability" coverage must be maintained. Insurance obligations are independent of the indemnity agreement under paragraph 9.

(b) Contractor shall maintain comprehensive automobile liability insurance, for all owned, non-owned, or hired motor vehicles used in performing the Work, indemnifying Contractor for liability for injury or death of persons and damage to property caused by such vehicles on an occurrence basis for \$1 million or more for each risk.

(c) Contractor shall maintain professional liability insurance coverage of at least \$1 million per occurrence and \$2 million aggregate liability throughout the term of this agreement.

(d) Insurance shall include a waiver of any right of subrogation by the insurer against Owner and its agents and employees. Contractor shall provide Client with proof of payment for insurance. If Contractor fails to pay for insurance, the cost may be deducted from payments to Contractor.

12. Change Orders. Client or Owner may request extra Work. Contractor will perform extra Work after receiving a request, whether written or verbal, for it from Client. Contractor shall be paid a reasonable amount to be agreed upon by the parties within five (5) days of Client's request for performance of extra Work, with Client's agreement not to be unreasonably withheld. If the parties are unable to agree upon an amount to be paid for Contractor's performance of extra Work, Contractor shall have the right to stop Work, with no penalty, until the adjusted Contract Cost is agreed upon. Contractor shall also be granted an extension of the Completion Date if the change order extends the Schedule. Client may omit items from the Work. The Contract Cost shall be reduced by a reasonable amount for omitted items. If Contractor claims an item is extra Work and the Client disputes that claim, Sub-Contractor must, within 30 days after starting the disputed Work, notify Client in writing that Contractor is performing it under protest.

13. Defects. Contractor shall promptly repair or replace any finished work in which material defects in material or workmanship may appear, or to which damage may occur because of such defects, during the warranty period of one year from the date of substantial completion of the Work (the "Warranty Period").

14. Notice. All notices by either party to the other, to be valid, must be in writing, addressed to the above address (or such other address as may be specified by notice) and sent by registered mail, certified mail, or timed stamped email. Notice shall be deemed given on the date of mailing.

15. Default. If Contractor defaults or persistently fails to carry out the Work or otherwise fails to perform, Client, after seven days' written notice to Contractor in addition to other remedies, may make good the deficiencies and may deduct the cost from payments to Contractor. At Client's option, Client may terminate the Contract and may finish the Work by any method Client Contractor deems expedient and may recover from Contractor any costs in excess of the Contract Cost. Client may cancel this Contract on at least seven days written notice to Contractor. In that case, General Contractor shall pay for the reasonable value of labor and materials used up to the date of cancellation, charges for returned materials, and the value of materials specially fabricated for the Work not reasonably usable elsewhere, less payments already made to Contractor.

16. Entire Understanding. This Contract shall comprise the entire understanding of the parties. Any change to this Contract shall be in writing and signed by the party to be charged.

17. Liability for Details. To the extent that Contractor prepared the Details for the Work, it will be liable to Client for any deficiencies, design errors, omissions or failure of the Details to comply with laws and regulations. Upon learning of such defects, Contractor shall promptly report the same to Client.

18. Site Conditions. Contractor has examined the Site, and is satisfied that the Work can be performed for the Contract Cost. Unless otherwise specified, Contractor will not seek extra payment from Client based on conditions at the Site.

19. No Assignment. Contractor may not assign this Contract without Client prior written consent.

20. Interpretation. If any provision of this Contract is invalid or unenforceable, the remaining provisions shall remain in full force and effect. Headings shall not be considered in construing this Contract. No provision of this Contract shall be construed against a party because that party or that party's attorney drafted it.

21. Owner's Representative. Client may select a person(s) to visit the Site to see if the Work complies with this Contract and to review and approve payments to Contractor. However, the person(s) will not have control over or be responsible for construction methods, techniques, procedures, or safety precautions, such matters being solely the responsibility of Client.

22. Dispute Resolution. Any and all disputes between the parties that cannot be resolved informally shall be submitted to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any demand for arbitration shall be in writing, and shall be made within a reasonable time after the claim or dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. As part of any arbitration, the prevailing party shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.

23. Design Documents. The parties stipulate and agree that Contractor is the owner of all design and engineering documents, and that Contractor shall retain all copyrights and other common law, statutory and other reserved rights to the documents, with Client being granted a revocable license to make use of the design and engineering documents, throughout the term of this agreement, solely for purposes of this project. Contractor retains the right to revoke the license for the use of the design and engineering documents in the event that Client is in default of this agreement. Client warrants and represents that it shall not transfer, provide or otherwise disseminate any of the design or engineering documents to any third-party without the express written consent of Contractor.

24. Authorization. Client and Contractor represent that they each respectively read and understood all of the terms herein, and that the persons signing below on their respective behalves are duly authorized to sign for and bind the respective parties to this Contract.

**The above specifications, costs, and terms are hereby accepted.**

\_\_\_\_\_  
ERIKK KNAPP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WILL QUINN

\_\_\_\_\_  
DATE

View looking northeast



View looking northwest

