

Pope, Heather

From: Pope, Heather
Sent: Monday, April 15, 2013 4:13 PM
To: Dave Wright; Frank Jerome; Kristen Brown; Robert Abrams; Sarah Cannon; Stan Gamso (sgamso@lpmglaw.com); Steven Galski; Susan Fye
Cc: Ostby, Beth
Subject: Item #4 on CRC Agenda

Hello Commissioners –

Stan Gamso provided me the following information regarding Item #4 on the CRC agenda where Greenhouse Restaurant LLC is requesting to dissolve the leave between them (Greenhouse Restaurant LLC) and the Redevelopment Commission.

A copy of the attached e-mail will be in your drop box for this evenings meeting as well.

Thank you and see you all soon!
Heather

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From: Gamso, Stan
Sent: Monday, April 15, 2013 3:43 PM
To: Pope, Heather
Subject: Resolutions for tonight's meeting

Heather:

Here's three (3) of the four (4) resolutions for tonight's meeting.

I do NOT have Detour's done. Here's the reason.

1. When Sarah, Dave, Lisa Westenberger, Jamie, Patrick McKinney from Dunlaps, and I met last Thursday at Detours' we toured the facility.
We had Patrick offer an assessment of the building and he said everything was fine.

2. Jamie said they have two (2) unpaid utilities bills and a repair of a broken water line. He was to have gotten those to me last Friday, today he's home sick, I only have the water bills.
3. Also at our meeting, Dave and Sarah suggested we try to get the balance of the Dunlap bill, \$ 10,732 paid by Greenhouse's construction company Delta. These expenses were incurred during the space build out. You may recall, CDI, with approval of the CRC, did in fact pay some \$21,021 to Delta, some of which was disputed and some of which was simply agreed to. This left a balance of \$10,732 still owed to Dunlap's by Delta.
4. In my discussion with Greenhouse's attorney they declined last week to include the Dunlap payment in their final payment.
5. This morning, I received a call from their attorney advising they would agree to pay the Dunlap bill if they could remove the balance of their exhaust system from the roof of the Commons Building.
6. I'm not sure what that is. I have a note out to Patrick McKinney at Dunlaps' to discuss the matter. Most assuredly he'll want to go up on the roof to examine the equipment. I've asked for an opinion and cost of repair once the equipment is removed.
7. So, with this new development I'm not in a position of offer a firm lease termination agreement, nor a resolution for same.
8. CRC could, terminate the lease upon the contingency that we work out a deal on the roof top exhaust vents, but without knowing the cost of repair to plug up or cap a hole in the roof, I do not feel comfortable advising this option.
9. We could resolve the unknowns and have a special meeting, that makes the most sense.

Stan