

BRISTOL REDEVELOPMENT COMMISSION MEETING

Thursday, September 18, 2025 at 6:50 PM
Bristol Town Hall Council Chamber

AGENDA

This meeting is held in the Bristol Municipal Complex is open for in-person participation.

The meeting is live streamed on Town of Bristol YouTube channel.

Livestream link is available on the Town Website

Bristol Indiana - YouTube

- 1. CALL MEETING TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF AGENDA
- 4. APPROVAL OF MINUTES

Jul15 2025 minutes

REPORTS

- 5. TOWN ATTORNEY
 - a. Resolution 9-18-2025-18 accepting transfer of the Raber Golf Course
 - b. Raber Golf Course

Resolution 9-18-2025-19 Disposition

Offering sheet RFP

- 6. OTHER COMMENTS OR QUESTIONS
- 7. MOTION TO ADJOURN

RESOLUTION NO. R9-18-2025-18

A RESOLUTION OF THE BRISTOL REDEVELOPMENT COMMISSION ACCEPTING THE TRANSFER OF REAL PROPERTY

WHEREAS, the Bristol Redevelopment Commission (the "<u>Commission</u>") has been duly established and is authorized to transact business pursuant to the provisions of Indiana Code 36-7-14, *et seq.*, as amended (the "<u>Act</u>"), in order to administer certain redevelopment and economic development activities within the Town of Bristol, Indiana (the "<u>Town</u>"); and

WHEREAS, pursuant to Ind. Code § 36-1-11-8, the Town has the authority to transfer and exchange real property with other governmental entities upon terms and conditions agreed upon through the adoption of substantially identical resolutions; and

WHEREAS, pursuant to Ind. Code § 36-7-14-12.2(a), the Commission has the authority to transfer and exchange personal property, tangible and intangible, and real property with other governmental entities upon terms and conditions agreed upon through the adoption of substantially identical resolutions; and

WHEREAS, the Town is the fee simple owner of the real property commonly known as "Raber Golf Course," located at 1417 W. Vistula Street, Bristol, Indiana 46507, as more fully described on Exhibit "A" attached hereto (the "Golf Course"); and

WHEREAS, the Commission has determined that it is appropriate to receive the transfer of the Golf Course from the Town, for no consideration, and the Commission has agreed to receive the Golf Course; and

WHEREAS, the Commission now seeks to approve the transfer described above pursuant to Ind. Code § 36-7-14-12.2(a).

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

- Section 1. The foregoing recitals are hereby incorporated as if fully set forth herein.
- Section 2. The Commission hereby approves the receipt of the transfer of the Golf Course from the Town of Bristol, Indiana.
- Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

* * * * *

| RESOLVED THIS _ | DAY OF | , 2025. |
|-----------------|--------|----------------------------------|
| | | |
| | | BRISTOL REDEVELOPMENT COMMISSION |
| | | By: |
| ATTEST: | | |
| | | |
| Secretary | | |

EXHIBIT A

Legal Description of Property

A part of the South Half Section 28, and the Southwest Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, and more particularly described as follows:

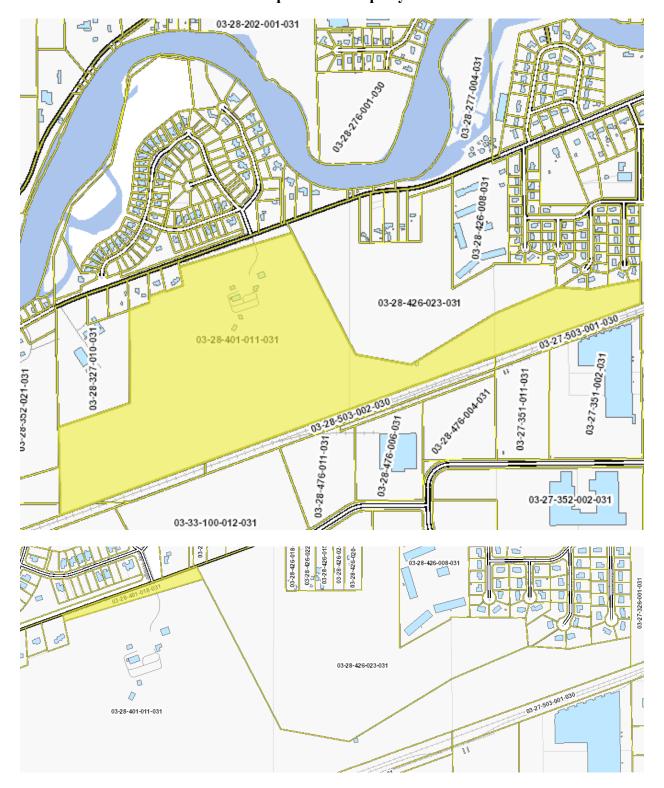
Commencing at the point of intersection of the West line of the Southwest Quarter of said Section 28 with the centerline of State Road 120; thence North 61 degrees, 05 minutes East, 1498.1 feet, along the centerline of said State Road 120; thence North 70 degrees East, 1177.45 feet, along said centerline, to the point of beginning of this description; thence continuing along the last described line and bearing 1037.78 feet; thence South 26 degrees, 25 minutes, 08 seconds East, 1350.36 feet, to an iron stake; thence South 82 degrees, 44 minutes, 15 seconds East, 508.39 feet, to an iron stake; thence North 57 degrees, 00 minutes, 14 seconds East, 911.28 feet, to an iron stake; thence North 71 degrees, 59 minutes, 09 seconds East, 505.93 feet, to an iron stake; thence South 85 degrees, 53 minutes, 59 seconds East, 309.17 feet, to an iron pipe; thence North 79 degrees, 02 minutes, 31 seconds East, 464.0 feet, to an iron stake; thence South 00 degrees, 40 minutes, 40 seconds East, 216.86 feet, to a steel fence corner post on the Northerly right-of-way of a railroad; thence South 69 degrees, 56 minutes, 48 seconds West, 5607.85 feet, along said Northerly right-of-way, to an iron pipe; thence North 00 degrees, 43 minutes, 04 seconds West, 440.07 feet, to an iron pipe; thence North 00 degrees, 41 minutes, 24 seconds West, 354.98 feet, to an iron pipe; thence North 00 degrees, 16 minutes, 52 seconds East, 842.53 feet, to a steel fence post; thence North 70 degrees, 04 minutes, 34 seconds East, 687.08 feet, to an iron pipe; thence North 00 degrees, 15 minutes, 52 seconds East, 842.53 feet, to a steel fence post; thence North 70 degrees, 08 minutes, 03 seconds East, 199.48 feet, to an iron pipe; thence North 00 degrees, 13 minutes, 36 seconds West, 4.22 feet, to an iron stake; thence North 70 degrees East, 327.3 feet, to an iron stake; thence North 70 degrees, 24 minutes, 55 seconds West, 40.00 feet, to the point of beginning containing 109.23 acres and subject to public highways and easements of record. (As surveyed by P

Commonly known as 1417 W. Vistula Street, Bristol, Indiana 46507

Parcel ID Nos. 20-03-28-401-018.000-031, 20-03-28-401-011.000-031

EXHIBIT B

Depiction of Property



RESOLUTION NO. R9-18-2025-19

A RESOLUTION OF THE BRISTOL REDEVELOPMENT COMMISSION APPROVING THE DISPOSITION OF REAL PROPERTY

WHEREAS, the Bristol Redevelopment Commission (the "<u>Commission</u>") has been duly established and is authorized to transact business pursuant to the provisions of Indiana Code 36-7-14, *et seq.*, as amended (the "<u>Act</u>"), in order to administer certain redevelopment and economic development activities within the Town of Bristol, Indiana (the "<u>Town</u>"); and

WHEREAS, pursuant to Section 12.2(a)(1) of the Act, the Commission is permitted to sell, exchange, lease, rent, or otherwise dispose of property acquired for use in the redevelopment of areas needing redevelopment within in the Town on the terms and conditions that the commission considers best for the Town and its citizens; and

WHEREAS, the Commission has title to or is otherwise a right to acquire the real property as more fully described in <u>Exhibit A</u> and depicted in <u>Exhibit B</u> attached hereto and incorporated herein (the "<u>Property</u>"); and

WHEREAS, appraisals were secured for the Property from Steven M. Sante, MAI, SRA, and Iverson C. Grove, MAI, SRA, with an average value for the Property of \$3,544,500; and

WHEREAS, the Commission has prepared an offering sheet showing the parcels to be offered and the offering prices and has made or will make available maps and plats showing the size and location of the Property; and

WHEREAS, the Commission believes that the disposal of the Property is in the best interest of the Town and its citizens and now desires to approve the disposal of the Property; and

WHEREAS, the Commission has determined to dispose of the Property at a public meeting in accordance with Section 22 of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BRISTOL REDEVELOPMENT COMMISSION THAT:

- Section 1. The foregoing Recitals are fully incorporated herein by this reference.
- Section 2. The Commission hereby determines that the Property may be disposed of by sale or lease in accordance with Section 22 of the Act and hereby approves the disposal of the Property subject to the terms and conditions set forth herein.
- Section 3. The Commission hereby authorizes and approves the execution and delivery of such conveyance documents required to accept the offer made for the Property (the "Offer") by the best and highest bidder as determined by the Commission.

Section 4. The Commission hereby determines in accordance with Section 22 of the Act that the sale price for the Property shall be no less than \$3,544,500 or \$40,000 per year for a lease term of no less than five (5) years, as may be adjusted by any site adjustments, credits or prorations as of the closing date (the "Sale Price").

Each of the President, Vice President and Secretary of the Commission is hereby authorized to execute and deliver appropriate conveyance instruments, documents, certificates, and agreements in the name of and on behalf of the Commission in connection with the transactions set forth in this Resolution and to take any and all actions which such person deems necessary or appropriate regarding such transactions; provided, however, that the terms and conditions of any such document shall be consistent with the terms and conditions approved in this Resolution. Any and all documents executed by the President, Vice President and Secretary of the Commission in connection with the actions contemplated by this Resolution and any and all actions previously, or to be, taken by the President, Vice President, Secretary, or Town Manager in connection with the actions contemplated by this Resolution be, and they hereby are, ratified and approved.

Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the President, Vice President or Secretary of the Commission, or Town Manager, on behalf of the Commission shall be in a form approved by, and satisfactory to, the President, Vice President or Secretary upon the advice of counsel, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, or Town Manager.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

* * * * *

| RESOLVED THIS | DAY OF | , 2025. |
|---------------|--------|-------------------------------------|
| | | BRISTOL REDEVELOPMENT COMMISSION |
| | | By: |
| ATTEST: | | |
| Secretary | | |

EXHIBIT A

Legal Description of Property

A part of the South Half Section 28, and the Southwest Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana, and more particularly described as follows:

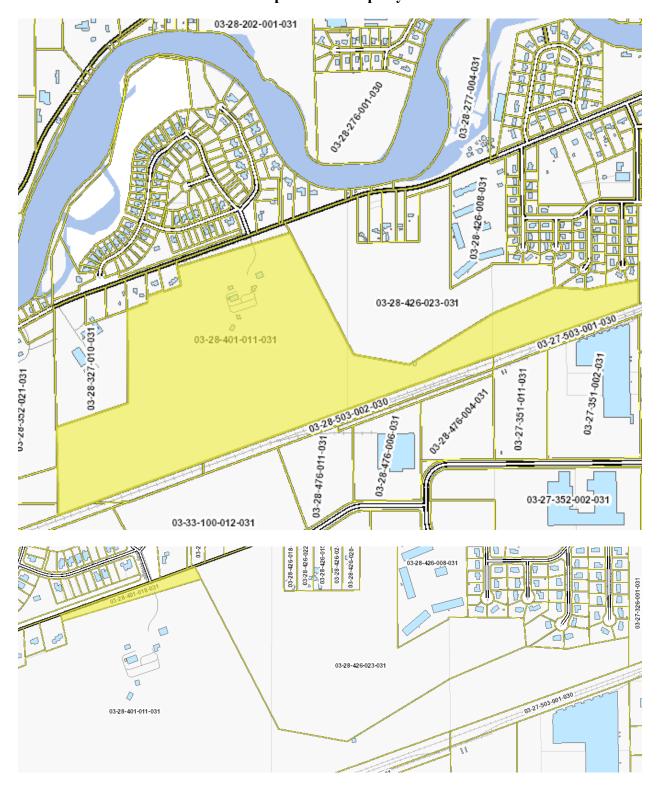
Commencing at the point of intersection of the West line of the Southwest Quarter of said Section 28 with the centerline of State Road 120; thence North 61 degrees, 05 minutes East, 1498.1 feet, along the centerline of said State Road 120; thence North 70 degrees East, 1177.45 feet, along said centerline, to the point of beginning of this description; thence continuing along the last described line and bearing 1037.78 feet; thence South 26 degrees, 25 minutes, 08 seconds East, 1350.36 feet, to an iron stake; thence South 82 degrees, 44 minutes, 15 seconds East, 508.39 feet, to an iron stake; thence North 57 degrees, 00 minutes, 14 seconds East, 911.28 feet, to an iron stake; thence North 71 degrees, 59 minutes, 09 seconds East, 605.93 feet, to an iron stake; thence South 85 degrees, 53 minutes, 59 seconds East, 309.17 feet, to an iron pipe; thence North 79 degrees, 02 minutes, 31 seconds East, 464.0 feet, to an iron stake; thence South 00 degrees, 40 minutes, 40 seconds East, 216.86 feet, to a steel fence corner post on the Northerly right-of-way of a railroad; thence South 69 degrees, 56 minutes, 48 seconds West, 5607.85 feet, along said Northerly right-of-way, to an iron pipe; thence North 00 degrees, 43 minutes, 04 seconds West, 440.07 feet, to an iron pipe; thence North 00 degrees, 41 minutes, 24 seconds West, 354.98 feet, to an iron pipe; thence North 00 degrees, 16 minutes, 52 seconds East, 842.53 feet, to a steel fence post; thence North 70 degrees, 08 minutes, 34 seconds East, 687.08 feet, to an iron pipe; thence North 00 degrees, 16 minutes, 52 seconds East, 842.53 feet, to a steel fence post; thence North 70 degrees, 08 minutes, 03 seconds East, 199.48 feet, to an angle-iron; thence North 00 degrees, 13 minutes, 36 seconds West, 44.22 feet, to an iron stake; thence North 70 degrees East, 55 seconds West, 45.00 feet, to the point of beginning containing 109.23 acres and subject to public highways and easements of record. (As surveyed by Philip C. Barker, Surveyor, March 5, 1988)

Commonly known as 1417 W. Vistula Street, Bristol, Indiana 46507

Parcel ID Nos. 20-03-28-401-018.000-031, 20-03-28-401-011.000-031

EXHIBIT B

Depiction of Property



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OFFERING SHEET

Request for Offers to Purchase or Lease Real Property

Raber Golf Course, 1417 W. Vistula Street

Bristol Redevelopment Commission

Offering Price/Minimum Bid: Sale: \$3,544,500; Lease: \$40,000/year for 5-10 years

The Bristol Redevelopment Commission (the "RDC") hereby offers the property commonly known as Raber Golf Course, 1417 W. Vistula Street (the "Property"), for the lease and/or sale on the following specified terms and conditions.

A. Description

The improved Property commonly known as 1417 W. Vistula Street described as:

A part of the South Half of Section 28, and the South-west Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana as depicted in Exhibit A of the Resolution Approving Disposition of Real Property for such property.

The Property is subject to the restriction of record that it remains used as a "green belt" only for public park and recreation purposes.

B. Proposal Evaluation Criteria

The RDC reserves the right to reject any and all bids, to waive any non-substantive formalities, and to make the award to the highest and best bidder. Offers may consist of consideration in the form of cash, other property, or a combination of cash and other property. However, with respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value that is satisfactory to the RDC in its sole discretion. All offers received shall be opened at public meetings of the RDC and shall be kept open for public inspection.

The RDC shall take into consideration the following factors:

- 1. The size and character of the improvements proposed to be made by the bidder with preference given to proposals that improve and enhance the existing golf course.
 - (a) If for a purchase, an operating framework and proposed land covenants that provide assurance to the Town that the property will continue to be used as a golf course available to the general public.
 - 2. The bidder's plans and ability to improve the real property with reasonable promptness.
 - (a) A 12-month investment proposal and outline of future investment plans.
 - 3. Whether the real property when improved will be sold or rented.
 - 4. The bidder's proposed sale or rental prices.
- 5. If the bid is submitted by a trust (as defined in Ind. Code § 30-4-1-1(a)), the bid must identify: (A) the Beneficiaries of the Trust; and (B) the Settlor empowered to revoke or modify the trust.
- 6. The experience, financial, and organizational capacity of the bidder in successfully planning and completing development projects of a similar type and scale.
 - 7. The overall quality of the submission.
- 8. Any factors that will assure the RDC that the sale or lease, if made, will further the execution of the redevelopment plan and best serve the interests of the community, from the standpoint of both human and economic welfare, including, but not limited to: (A) the extent to which the proposed

development is consistent with the RDC's redevelopment goals; (B) the market and financial feasibility of the project; and (C) the public incentives requested and the anticipated ability of the project to secure necessary public and/or private funds.

The RDC may contract with a bidder in regard to these factors listed, and the contract may provide for the deposit of surety bonds, the making of good faith deposits, liquidated damages, the right of repurchase, or other rights and remedies if the bidder fails to comply with the purchase or lease contract.

C. Content of Proposal

Proposals should be submitted in the following order:

- 1. A completed, approved Cover Sheet.
- 2. An Executive Summary describing the bidder and the proposed use of the property and executed Proposal Form.
 - 3. Description of the bidder's qualifications.
- 4. Detailed project description, including, but not limited to, projected uses and improvements planned, a twelve-month investment commitment proposal, public infrastructure improvements needed, how the site will be accessed, etc.
- 5. Listing of similar projects, including: (A) nature, types and scopes of project; and (B) name(s), address(es), and telephone number(s) of person(s) who could be contacted as a reference.
 - 6. Proposed timetable for implementation of use of property.
- 7. Proposed financing for use of property, as well as financial information of the bidder in sufficient detail to demonstrate capability to complete the project.
 - 8. Proposals **MUST** be in a sealed envelope, which is clearly marked:

SEALED BID — INVITATION TO BID — RABER GOLF COURSE

NOTICE TO BIDDERS

The Bristol Redevelopment Commission will receive sealed bids from September 19, 2025, beginning at 12:00 p.m. until October 14, 2025, at 12:00 pm at its office at 303 E. Vistula Street, Bristol, Indiana 46507 (the "RDC Offices") for the purchasing or leasing of the real estate hereinafter described:

A part of the South Half of Section 28, and the South-west Quarter of Section 27, Township 38 North, Range 6 East, Washington Township, Elkhart County, Indiana as depicted in Exhibit A of the Resolution Approving Disposition of Real Property for such property (the "Property").

Commonly known as 1417 W. Vistula Street

Parcel ID Numbers 20-03-28-401-011.000-031, 20-03-28-401-018.000-031

The Property is subject to the restriction of record that it remains used as a "green belt" only for park and recreation purposes.

Bids received will be opened and considered on October 14, 2025, at 7:00 pm at the meeting of the Town of Bristol Redevelopment Commission.

This Notice to Bidders is made pursuant to Ind. Code § 36-7-14-22(d). Bids will be subject to the conditions set forth in the statute and as set forth in the Offering Sheet available to bidders at the RDC's Offices. This real estate is to be used for the highest and best use to benefit economic development for the Town of Bristol and Elkhart County, Indiana. No bid will be accepted if not marked received by October 14, 2025, at 12:00 pm. No partial bids will be accepted.

The RDC reserves the right to reject any and all bids, to waive any non-substantive formalities, and to make the award to the highest and best bidder. The RDC shall take into consideration the following factors:

- 1. The size and character of the improvements proposed to be made by the bidder with preference given to proposals that improve and enhance the existing golf course, including an operating framework and proposed land covenants that provide assurance to the Town that the property will continue to be used as a golf course available to the general public.
- 2. The bidder's plans and ability to improve the real property with reasonable promptness, including a 12-month investment proposal and outline of future investment plans.
 - 3. Whether the real property when improved will be sold or rented.
 - 4. The bidder's proposed sale or rental prices.
- 5. If the bid is submitted by a trust (as defined in Ind. Code § 30-4-1-1(a)), the bid must identify: (A) the Beneficiaries of the Trust; and (B) the Settlor empowered to revoke or modify the trust.
- 6. The experience, financial, and organizational capacity of the bidder in successfully planning and completing development projects of a similar type and scale.
 - 7. The overall quality of the submission.
- 8. Any factors that will assure the RDC that the sale or lease, if made, will further the execution of the redevelopment plan and best serve the interests of the community, from the standpoint of both human and economic welfare, including, but not limited to: (A) the extent to which the proposed development is consistent with the RDC's redevelopment goals; (B) the market and financial feasibility of the project; and (C) the public incentives requested and the anticipated ability of the project to secure necessary public and/or private funds.

Upon the execution of a contract providing for the sale of the real estate to the successful bidder, a certified check representing the full payment, made payable to the RDC shall be provided to the RDC for the purpose of securing the sale of the subject real estate, and shall be submitted with the contract. A security deposit may be required for any lease.

Bidders are encouraged to review instructions to bidders available at the RDC Offices. All bids must be submitted at the offices of the Bristol Redevelopment Commission. 303 E. Vistula Street, Bristol, Indiana 46507. For questions, please contact Town Manager Mike Yoder at mikeyoder@bristol.in.gov.

Bristol Redevelopment Commission By: President

INSTRUCTIONS TO BIDDERS

The Bristol Redevelopment Commission (the "RDC") has prepared, and made available as part of this bid, an offering sheet describing the real estate being offered for sale. The offering sheet states that the minimum sales price of the property is: Sale: \$3,544,500; Lease: \$40,000/year for 5-10 year lease term.

All bidders must have demonstrable experience in developing the property for the use intended.

For a purchase, a certified check payable to the RDC shall be submitted upon execution of the purchase contract for the sale of the real estate. Checks for costs associated with recording and other transaction costs must be included with the bid price. The RDC will record the deed upon the receipt of all signatures on the deed.

The RDC reserves the right to reject any or all bids or waive any deviation in the bidding which it deems to be in the best interest of the Town of Bristol, Indiana.

Each bidder must submit a written bid to the RDC, 303 E. Vistula Street, Bristol, Indiana 46507. Each bid must contain those items described in the Offering Sheet, including but not limited to a completed Cover Sheet and Proposal Form as attached hereto. Only bids utilizing the approved cover sheet and proposal form will be accepted. Failure to use the provided cover sheet template and proposal form will disqualify the bidder. All bids are open for public inspection after bid opening. All bids received will be reviewed by the RDC on the date specified in the Notice to Bidders which is October 14, 2025.

COVER SHEET

| Name: | | | | |
|-----------------------|----------------------------|-------------------------------|--|--|
| Principal Office Add | lress and, if different, A | Address of Principal Contact: | | |
| Email Address and l | Phone Number of Princ | cipal Contact: | | |
| RABER GOLF COURSE BID | | | | |
| BID AMOUNT: | If purchase: \$ | | | |
| | If lease: \$ | /year | | |
| | | | | |
| | | | | |
| BIDDER NAME: | | | | |
| SIGNOR: | | | | |
| TITLE: | | | | |

PROPOSAL FORM

TO: Bristol Redevelopment Commission 303 E. Vistula Street Bristol, Indiana 46507

To the Redevelopment Commission:

The undersigned (the "Bidder") has familiarized itself with the present conditions on the subject site for the property more fully described on the Offering Sheet for the Raber Golf Course property issued by the Bristol Redevelopment Commission ("RDC") on September 19, 2025, and with the documents: (1) Notice to Bidders; (2) Instruction to Bidders; (3) Proposal Form; and (4) Offering Sheet.

The Bidder certifies its desire to participate in the development of the said real estate pursuant to the federal, state, and local legislation, ordinances, regulations and usage referred to in the offering documents and hereby offers and proposes to purchase or lease the parcel of land identified in the offering documents (hereinafter referred to as the "Property"). Attached hereto are the documents required by the Offering Sheet to be included in the Bidder's bid.

Acceptance or rejection of this proposal shall be made on record at a regular meeting of the RDC. It is understood that the RDC reserves the right to reject any and all bids, to waive any non-substantive formalities and to make the award to the highest and best bidder, subject to the approval of the RDC.

The Bidder agrees to execute a contract for the purchase or lease of the Property in the form submitted by the RDC and to submit with a purchase contract a Certified Check made payable to the RDC. The Bidder agrees to develop and use the above-identified parcel of land in conformity with any federal and state statutes and County ordinances applicable to the Bidder's improvement plan submitted herewith.

It is understood that the undersigned must pay the balance of its bid to purchase within thirty (30) days after a purchase contract for the Property is executed. **IT IS UNDERSTOOD IN THE EVENT A BIDDER DOES NOT PAY THE FULL BALANCE WITHIN THE DESIGNATED TIME PERIOD, THE EARNEST MONEY, IF ANY, IS FORFEITED BY THE BIDDER.** Upon closing, the Bidder shall accept the Property in "AS IS" condition with no warranties or representations other than warranty of title. The Bidder shall be responsible for the payment of all real property taxes assessed against the Property. The Property may not be sold to a person who is ineligible under Ind. Code § 36-1-11-16.

It is agreed that the good faith deposit of the Bidder may be refunded by the RDC and that the RDC may withdraw from the sale of the Property at any time prior to the conveyance of title and possession of said Property.

| Dated this | day of | , 2025. |
|------------|--------|---------|
| | | BIDDER: |
| | | Name: |
| | | By: |
| | | Title |