



South Bend

# Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

## Agenda

Regular Meeting, January 26, 2017 9:30 a.m.

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**1. Roll Call**

**2. Approval of Minutes**

A. Minutes of the Regular Meeting of Thursday, January 12, 2017

**3. Approval of Claims**

A. Claims Submitted January 26, 2017

**4. Old Business**

**5. New Business**

A. River West Development Area

1. Resolution No. 3374: Disposition Offering Price (701 Portage Avenue)
2. Approval of Bid Specifications (701 Portage Avenue)
3. Request to Advertise (701 Portage Avenue)
4. Development Agreement (LangLab)
5. Budget Request (Edge Adventure Parks, LLC)

**6. Progress Reports**

A. Tax Abatement

B. Common Council

C. Other

**7. Next Commission Meeting:**

Thursday, February 9, 2017, 9:30 a.m.



## 8. Adjournment

### **NOTICE FOR HEARING AND SIGHT IMPAIRED PERSONS**

Auxiliary Aid or Other Services are Available upon Request at No Charge.  
Please Give Reasonable Advance Request when Possible.



South Bend

ITEM: 2A

# Redevelopment Commission

227 West Jefferson Boulevard, Room 1308, South Bend, Indiana

## SOUTH BEND REDEVELOPMENT COMMISSION REGULAR MEETING

January 12, 2017

9:30 a.m.

Presiding: Marcia Jones, President

227 West Jefferson Boulevard

South Bend, Indiana

The meeting was called to order at 9:32 a.m.

### 1. ROLL CALL

Members Present:

Marcia Jones, President  
Dave Varner, Vice President  
Don Inks, Secretary

Members Absent:

Gavin Ferlic, Commissioner  
John Anella, Commissioner

Legal Counsel:

Benjamin Dougherty, Esq.

Redevelopment Staff:

David Relos, Associate  
Mary Brazinsky, Recording Secretary

Others Present:

Brian Pawlowski  
Aaron Kobb  
Debrah Jennings  
Dave Matthews  
Velvet Canada

DCI  
DCI  
DCI  
Commerce Center Development

**2. Election of Officers**

A request was made by Benjamin Dougherty to table this item.

Upon a motion by Secretary Inks, seconded by Vice President Varner the motion carried unanimously, the Commission tabled the Election of Officers on January 12, 2017.

**3. Approval of Minutes**

**A. Approval of Minutes of the Regular Meeting of Thursday, December 29, 2016**

Upon a motion by Secretary Inks, seconded by Vice President Varner, the motion carried unanimously, the Commission approved the minutes of the regular meeting of Thursday, December 29, 2016.

**4. Approval of Claims**

**A. Claims Submitted January 12, 2017**

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims January 12, 2017 for approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
Airmarking Co. Inc.	28,024.37	Fellows and Dubail Neighborhood Improvements
Fuerbringer Landscaping & Design, Inc.	4,621.00	Fellows and Dubail Neighborhood Improvements
Peddinghaus Corp.	68,010.00	Nello Corporation Equipment Purchase
RealAmerica Development Management	22,948.20	The LaSalle Apartments
St. Joseph County Auditor	122,921.25	Certificate of Tax Distribution
Rieth-Riley Construction	124,836.18	One Way to Two Way Street Conversion
Kolata Emprises, LLC	1,012.50	Professional Services
United Consulting	7,899.00	Ph. I & II Coal Line Trail
Wells Fargo Bank	527,000.00	SB Redev Auth Lease Rental Rev Ref Bonds of 2009 Morris
Wells Fargo Bank	3,961,666.72	Erskine
UsBank	786,000.00	1st Mortgage Rev Refunding Bond, Series Police & Fire Station
The Bank of New York Mellon Trust Co.	1,501,236.75	Indiana Bond Bank Special Program Bonds, Series 2011A
Wells Fargo Bank	336,500.00	Tax Lease Rental Rev Refunding Bonds of 2010
UsBank	439,932.50	ED Income Tax Refunding Revenue Bonds of 2006A & 2006B
UsBank	1,236,500.00	SB Redev Auth Lease Rental Rev Ref Bonds 2015 Eddy St.
Jones Petrie Rafinski	8,332.01	Colvelski Utility Relocate Const. & Courtyard by Marriott HOF
HRP Construction	86,634.87	Berlin Place Site Development
Troyer Group	10,551.38	Harrison Cl: City
Christopher B. Burke Engineering, LLC	10,741.15	Chet Waggoner Court Co Services
HRP Construction	218,866.12	Chet Waggoner Court Co Services
<u>430 FUND SOUTH SIDE TIF AREA #1</u>		
Southgate	9 00.00	Reimbursement Brian Hart
Rieth-Riley Construction	124,836.18	One Way to Two Way Street Conversion

Upon a motion by Vice President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the claims as submitted to the regular meeting of Thursday, January 12, 2017.

**5. Old Business**

None

**6. New Business**

**A. Receipt of Bids**

**1. Receipt of Bids: SW Corner US 20 and Bypass**

David Relos noted for the record that the South Bend Tribune did miss the original requested advertisement date, but it was caught in time and the subsequent advertisement dates met State statute. The property has been taken through the disposition process and as of 9 a.m. this morning on January 12, 2017, no bids were received.

**B. Administration**

**1. Resolution No. 3371: Approving A Schedule of Regular Meeting Times for Calendar Year 2017**

David Relos presented Resolution No. 3371: Approving a Schedule of Regular Meeting Times for Calendar Year 2017. Please note that in previous years the regular schedule was to meet on Thanksgiving, however, this year the date has been changed to Monday, November 20, 2017.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3371: Approving a Schedule of Regular Meeting Times for Calendar Year 2017 submitted January 12, 2017.

**2. Resolution No. 3372: Setting Procedures for Contracts for Property Related Services**

David Relos presented Resolution No. 3372: Setting Procedures for Contracts for Property Related Services. This resolution set the dollar amounts for staff on appraisals, surveys, phase I, etc. If the dollar amount is greater than the set amount, it will be brought to the Redevelopment Commission for approval. Dollar amounts remained the same as previous years, staff members have been updated.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3372: Setting Procedures for Contracts for Property Related Services submitted January 12, 2017.

**3. Resolution No. 3373: Appointing Authorized Representatives to Conduct Certain Administrative Acts Relating to Redevelopment Property**

David Relos presented Resolution No. 3373: Appointing Authorized Representatives to Conduct Certain Administrative Acts Relating to Redevelopment Property. This Resolution is for items such as replatting, rezoning, etc. The only update from last year was personnel.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved Resolution No. 3373: Appointing Authorized Representatives to Conduct Certain Administrative Acts Relating to Redevelopment Property submitted January 12, 2017.

**C. River East Development Area**

**1. Development Agreement (Commerce Center Development, LLC)**

Brian Pawlowski presented the Development Agreement (Commerce Center Development, LLC). Resolutions 17-02 and 17-04 were passed at Common Council on January 9<sup>th</sup> with a vote of 7 to 1 endorsing the Commerce Center Development LLC. This project was originally proposed at 12 stories. The Common Council requested a compromise be worked out between the City and the developer on the projects massing. A new agreement was reached, with the project number being 9 stories, containing a Martin's grocery, 144 residential units, parking garage, and a larger green space along the East Race. The City will provide a modified tax abatement and TIF investment.

Mr. Pawlowski asked for Commission approval of \$2.5M for the years 2018 and 2019 (a total of \$5M), for infrastructure, site improvements, etc. The next step for approval of the project will be requesting the Area Board of Zoning Appeals for a height variance, scheduled for February 1st. The Common Council's Resolution of support and the Commission's approval today will be presented to show the citywide support of the project.

Dave Matthews, Commerce Center Development, LLC introduced himself to the Commission and asked if they had questions or concerns with the project.

Vice President Varner stated that when future opportunities arise like this, that he would like to see the city move more efficiently on the project. A building like this will help to put South Bend back on the map for so many reasons.

Mr. Pawlowski added that the city and developer spent a lot of time in redesigning this project, and both were receptive to people's views on height and the impact of the neighborhood. The city is supportive of a plan that would make it easier for residents to navigate the process.

President Jones commented she participated in the design of the East Bank Village when it was originally designed. She believes we should look at the current plan and perhaps update it, with community input, in light of the new projects in the area. She stated she is satisfied with this compromise plan and is happy with Martin's going in. President Jones feels that the time was taken and the effort was made to listen to both sides, which was important when there are differing opinions. She feels that we took the feedback into consideration to reach today's agreement. President Jones would like to see the feel of the East Bank Village continued or perhaps change the name of the area.

Upon a motion by Secretary Inks, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the Development Agreement (Commerce Center Development, LLC) submitted January 12, 2017.

#### **D. River East Development Area**

##### **1. Redevelopment Supervisory Services Agreement**

Brian Pawlowski presented the Redevelopment Supervisory Services Agreement. This agreement is to pay from TIF a portion of the DCI Assistant Executive Director and Director II Economic Development Team's salary. This is for the supervisory services they provide for the work they do on Redevelopment projects.

Upon a motion by Secretary Inks, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the Redevelopment Supervisory Services Agreement submitted January 12, 2017.

##### **2. License Agreement (HOF-DTSB Ambassadors)**

David Relos presented a License Agreement for use of the Hall of Fame by DTSB for their Ambassadors Appreciation Program, from 12:00 p.m. to 6:00 p.m. on Thursday, January 12, 2017.

Upon a motion by Vice-President Varner, seconded by Secretary Inks, the motion carried unanimously, the Commission approved the License Agreement (HOF-DTSB Ambassadors) submitted January 12, 2017.

##### **3. Redevelopment Legal Services Agreement**

Brian Pawlowski presented the Redevelopment Legal Services Agreement. This agreement is to pay from TIF Redevelopment's assigned City Attorney. Mr. Pawlowski stated his respect and reliance on Mr. Ben Dougherty, whose diligence is unmatched to anyone he has ever worked with, and that Ben is very thorough and we are lucky to have him.

Upon a motion by Secretary Inks, seconded by Vice-President Varner, the motion carried unanimously, the Commission approved the Redevelopment Legal Services Agreement submitted January 12, 2017.

**7. Progress Reports**

- A. Tax Abatement
  - 1. Spec II Ameriplex: \$8M to \$10M investment
  - 2. Commerce Center: \$35M investment
- B. Common Council
- C. Other

**8. Next Commission Meeting:**

Thursday, January 26, 2017, 9:30 a.m.

**9. Adjournment**

Thursday, January 12, 2017, 10:05 a.m.



\_\_\_\_\_  
Aaron Kobb, Director of Economic Resources

\_\_\_\_\_  
Marcia I. Jones, President



# ITEM: 3A

	Claims submitted	Explanation of Project
REDEVELOPMENT COMMISSION		
Redevelopment Commission Claims January 26, 2017 to be ratified and approval		
<u>324 RIVER WEST DEVELOPMENT AREA</u>		
SB Comm School Corp	92,716.00	Project Lead
Hull & Associates	6,760.60	Assessment and Remedy Ignition Pk/General Consulting
City of SB	18,474.75	Legal Service
Hebard & Hebard Architects, Inc.	1,656.75	North Stair Tower JMS Building
At&t	500.00	Relocation AT&T Facilities
Donohue	2,907.38	Fellow & Dubail Neighborhood Improvements
South Bend Tribune	320.58	Notice to Bidders
Tri County News	186.12	Notice to Bidders
Plews Shalvey Racher & Braun LLP	49.00	Environmental - Development Related
United Consulting	1,905.00	Coal Line Trail Ph II
Fuerbringer Landscaping & Design, Inc.	46,210.00	Fellows and Dubail Neighborhood Improvements
Weaver Consultants Group	3,290.42	Ivy Tower
IDEM	412.50	Oliver Plow
<u>429 FUND RIVER EAST DEVELOPMENT TIF</u>		
Tri County News	107.16	Notice to Bidders
SmithGroup JJR	26,980.00	So. Bend Riverfront Parks and Trails Master Plan
South Bend Tribune	56.70	Notice to Bidders
Total	202,532.96	



Department of  
**Community Investment**

**Memorandum**

January 26, 2017

TO: South Bend Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Resolution No. 3374  
701 Portage Avenue Disposition Offering Price

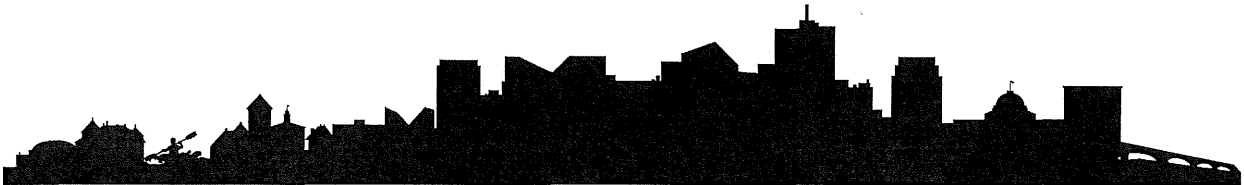
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Attached is Resolution No. 3374, which sets the disposition offering price for 701 Portage Avenue.

The proposed fair market value of the property, as derived by two independent appraisals, is found in "Exhibit A" in the attached resolution.

Staff requests approval of Resolution No. 3374.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_  
Total Amount new in budget: \_\_-0-\_\_\_\_\_; broken down by:  
Acct # \_\_none\_\_\_\_\_  
Going to BPW for Contracting? No Is this item ready to encumber now? No  
Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



**RESOLUTION NO. 3374**

**RESOLUTION OF THE SOUTH BEND REDEVELOPMENT  
COMMISSION ESTABLISHING THE OFFERING PRICE OF  
PROPERTY NEAR THE RIVER WEST DEVELOPMENT AREA**

WHEREAS, the South Bend Redevelopment Commission (the "Commission"), the governing body of the City of South Bend, Department of Redevelopment, exists and operates pursuant to I.C. 36-7-14 (the "Act"); and

WHEREAS, the Commission may dispose of real property in accordance with Section 22 of the Act; and

WHEREAS, the real property identified at Exhibit A attached hereto and incorporated herein has been appraised by two qualified, independent, professional real estate appraisers and a written and signed copy of their appraisals is contained in the Commission's files; and

WHEREAS, each such appraisal has been reviewed by a qualified Redevelopment staff person, and no corrections, revisions, or additions were requested by such reviewer.

NOW, THEREFORE, BE IT RESOLVED by the Commission, pursuant to Section 22 of the Act, that based upon such appraisals, the offering price of the property described at Exhibit A is hereby established as stated therein, which amount is not less than the average of the two appraisals, and all documentation related to such determination is contained in the Commission's files.

ADOPTED at a meeting of the South Bend Redevelopment Commission held on January 26, 2017, at 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601.

**SOUTH BEND REDEVELOPMENT  
COMMISSION**

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

**EXHIBIT A  
TO RESOLUTION NO. 3374**

<b>Property</b>	<b>Size</b>	<b>Minimum Offering Price</b>	<b>Proposed Use</b>
701 Portage Avenue  Parcel Number: 018-1057-2411	.32 acres +/-	\$47,000	Commercial projects that are permitted within the Mixed Use zoning designation.  Strong emphasis will be placed during the review process on compatibility with the goals and objectives of the River West Development Area and the surrounding neighborhood.



Department of  
**Community Investment**

**ITEM: 5A2**

**Memorandum**

January 26, 2017

TO: Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Approval of Bid Specifications and Design Considerations  
701 Portage Avenue

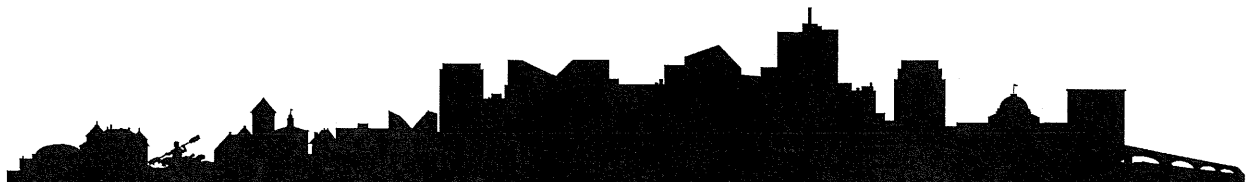
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Attached are the Bid Specifications and Design Considerations for the disposition of 701 Portage Avenue.

The Bid Specifications outline the uses and development requirements that will be considered for this site.

Staff requests approval of the Bid Specifications and Design Considerations for the eventual disposition of this property.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_  
Total Amount new in budget: \_\_-0-\_\_\_\_\_; broken down by:  
Acct # \_\_none\_\_\_\_\_  
Going to BPW for Contracting? No Is this item ready to encumber now? No  
Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



## **Bid Specifications & Design Considerations**

**Sale of Redevelopment Owned Property  
701 Portage Avenue  
Near the River West Development Area**

1. All of the provisions of I.C. 36-7-14-22 will apply to the bidding process.
2. All offers must meet the minimum price listed on the Offering Sheet.
3. Proposals for redevelopment are required to be for projects that are permitted within the Mixed Use zoning designation. All proposals must conform to the existing zoning provisions as outlined in the South Bend Zoning Ordinance Title 21 of the City of South Bend Municipal Code.
4. Proposals for the reuse of the property must include a basic reuse plan for the site and a project timeline detailing aspects of the site redevelopment and site improvements. During the review process, emphasis will be placed on compatibility with the goals and objectives of the surrounding neighborhood; and the Development Plan for the River West Development Area.
5. Bidders are prohibited from the use of the property for speculation or land-holding purposes.
6. All other provisions of the River West Development Area Development Plan must be met.



Department of  
**Community Investment**

**Memorandum**

January 26, 2017

TO: South Bend Redevelopment Commission  
FROM: David Relos, Economic Resources *DR*  
SUBJECT: Request to Advertise  
701 Portage Avenue Disposition

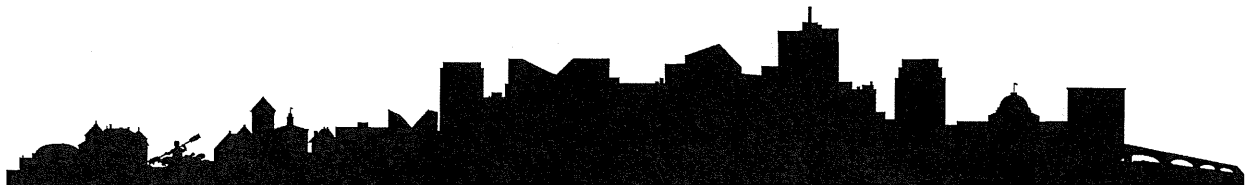
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Attached is the Notice of Intended Disposition of Property (Notice) for 701 Portage Avenue, near the River West Development Area.

This Notice will be advertised in both the South Bend Tribune and the Tri-County News on February 3 and February 10, 2017.

Staff requests approval of this Notice and the Request to Advertise, for the eventual disposition of this property.

INTERNAL USE ONLY: Project Code: \_\_\_\_\_  
Total Amount new in budget: \_\_-0-\_\_\_\_\_; broken down by:  
Acct # 408-1050-460-39.89  
Going to BPW for Contracting? No Is this item ready to encumber now? No  
Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_



## Notice of Intended Disposition of Property

701 Portage Avenue  
South Bend, Indiana

Notice is hereby given that the Redevelopment Commission of the City of South Bend, Indiana, will receive sealed offers for the purchase of certain property situated near the River West Development Area until 9:00 a.m. (local time) on the 23rd day of February 2017 in the Office of the Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana, 46601. All offers will be publicly opened and read aloud at 9:30 a.m. (local time) on the 23rd day of February 2017 at the Regular Meeting of the Redevelopment Commission to be held that date and time in Room 1308 County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601, or in the event of cancellation or rescheduling, at the Redevelopment Commission's subsequent regular meeting or rescheduled regular meeting held at a time and place given by public notice. Bid proposals for the purchase of the property offered will be considered.

The property being offered is located at 701 Portage Avenue, near the River West Development Area, South Bend, Indiana. Any proposal submitted must be for the entire site. The required re-use of the property is for projects that are permitted within the Mixed Use zoning designation. Strong emphasis will be placed during the review process on compatibility with the River West Development Area and the surrounding neighborhood.

A packet containing bid forms, the Offering Sheet and other pertinent information may be picked up at the Department of Community Investment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, IN 46601.

The Commission reserves the right to reject any and all bids, and to make the award to the highest and best bidder. In determining the best bid, the Commission will take into consideration the following:

1. The use of the improvements proposed to be made by each bidder on the property, and their compatibility with the proposed re-use as described in the Offering Sheet
2. Each bidder's ability to improve the property with reasonable promptness
3. Each bidder's proposed purchase price
4. Any factors which will assure the Commission that the sale, if made, will further the carrying out of the Development Plan for the River West Development Area and will best serve the interest of the community from the standpoint of human and economic welfare
5. The ability of each bidder to finance the proposed improvements to the property with reasonable promptness

The Commission further reserves the right to waive any formalities in bidding which are not mandatory requirements.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each:

- (A) beneficiary of the trust; and
- (B) settlor empowered to revoke or modify the trust.

To secure the execution of the disposition agreement, the purchase of the property and the redevelopment thereof in accordance with the agreement, the bidder must submit with the proposal a faithful performance guaranty, in the sum of ten percent (10%) of the amount offered for the purchase of the property. The guaranty sum may be in the form of a certified check, a cashier's check, surety bond, letter of credit from a bank or trust company as approved by the Redevelopment Commission, or by other sufficient security, but the form, substance and terms of the performance guaranty must be approved as satisfactory by the Redevelopment Commission. The performance guaranty, if by certified check, shall be deposited in any account of the Department of Redevelopment, City of South Bend, in a bank or trust company selected by the Redevelopment Commission.

CITY OF SOUTH BEND, INDIANA  
DEPARTMENT OF COMMUNITY INVESTMENT  
Brian Pawlowski, Interim Executive Director  
Publish Dates: February 3 and February 10, 2017



**DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is effective as of January 26, 2017 (the “Effective Date”), by and between the City of South Bend, Department of Redevelopment, acting by and through its governing body, the South Bend Redevelopment Commission (the “Commission”), and LangLab LLC, an Indiana limited liability company with its principal place of business at 1302 High Street, South Bend, Indiana 46601 (the “Developer”) (each, a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, the Commission exists and operates under the provisions of the Redevelopment of Cities and Towns Act of 1953, as amended (I.C. 36-7-14 *et seq.*, the “Act”); and

WHEREAS, the Act provides that the clearance, replanning, and redevelopment of redevelopment areas are public uses and purposes for which public money may be spent; and

WHEREAS, the Developer owns certain real property described in **Exhibit A**, together with all improvements thereon and all easements, rights, licenses, and other interests appurtenant thereto (collectively, the “Developer Property”); and

WHEREAS, the Developer desires to construct, renovate, or otherwise rehabilitate certain elements of the Developer Property (the “Project”) in accordance with the project plan (the “Project Plan”) attached hereto as **Exhibit B**; and

WHEREAS, the Developer Property is located within the corporate boundaries of the City of South Bend, Indiana (the “City”), within the River West Development Area (the “Area”); and

WHEREAS, the Commission has adopted (and subsequently amended, from time to time) a development plan, which contemplates development of the Area consistent with the Project; and

WHEREAS, the Commission believes that accomplishing the Project as described herein is in the best interests of the health, safety, and welfare of the City and its residents; and

WHEREAS, the Commission desires to facilitate and assist the Project by undertaking the local public improvements stated in **Exhibit C** (the “Local Public Improvements”) and the financing thereof, subject to the terms and conditions of this Agreement and in accordance with the Act.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this Agreement, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1. DEFINITIONS.**

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the following meanings:

1.1 Assessed Value. “Assessed Value” means the market value-in-use of a property, used for property tax assessment purposes as determined by the St. Joseph County Assessor.

1.2 Board of Works. “Board of Works” means the Board of Public Works of the City, a public body granted the power to award contracts for public works pursuant to I.C. 36-1-12.

1.3 Funding Amount. “Funding Amount” means an amount not to exceed Fifty Thousand Dollars (\$50,000.00) of tax increment finance revenues to be used for paying the costs associated with the construction, equipping, inspection, and delivery of the Local Public Improvements.

1.4 Private Investment. “Private Investment” means an amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00) to be expended by the Developer for the costs associated with constructing the improvements set forth in the Project Plan, including architectural, engineering, and any other costs directly related to completion of the Project that are expected to contribute to increases in the Assessed Value of the Developer Property.

## **SECTION 2. INTERPRETATION, TERMS, AND RECITALS.**

### **2.1 Interpretation.**

(a) The terms “herein,” “hereto,” “hereunder,” and all terms of similar import shall be deemed to refer to this Agreement as a whole rather than to any Article of, Section of, or Exhibit to this Agreement.

(b) Unless otherwise specified, references in this Agreement to (i) “Section” or “Article” shall be deemed to refer to the Section or Article of this Agreement bearing the number so specified, (ii) “Exhibit” shall be deemed to refer to the Exhibit of this Agreement bearing the letter or number so specified, and (iii) references to this “Agreement” shall mean this Agreement and any exhibits and attachments hereto.

(c) Captions used for or in Sections, Articles, and Exhibits of this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(d) The terms “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to.”

2.2 Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement for all purposes.

## **SECTION 3. ACCESS.**

3.1 Grant of Easement. The Developer will grant to the Commission a temporary, non-exclusive easement on, in, over, under and across any part(s) of the Developer Property (the “Easement”) in the form attached hereto as **Exhibit D**, to permit the Commission to fulfill its obligations under this Agreement, including the construction, equipping, inspection, and delivery of the Local Public Improvements. The Easement shall (a) inure to the benefit of the Commission

and the Board of Works or any contractors acting on behalf of the Commission in connection with the construction, equipping, inspection, and delivery of the Local Public Improvements; (b) shall bind the Developer and its grantees, successors, and assigns; and (c) shall terminate no later than upon completion of the Local Public Improvements, as determined by the Board of Works.

#### **SECTION 4. DEVELOPER'S OBLIGATIONS.**

4.1 Generally. The Parties acknowledge and agree that the Commission's agreements to perform and abide by the covenants and obligations set forth in this Agreement are material consideration for the Developer's commitment to perform and abide by the covenants and obligations of the Developer contained in this Agreement.

##### 4.2 The Project.

(a) The Developer will perform all necessary work to complete the improvements set forth in the Project Plan attached hereto as Exhibit B and the plans and specifications to be submitted to the Commission pursuant to Section 4.8 of this Agreement, which improvements shall comply with all zoning and land use laws and ordinances.

(b) The Developer will expend the Private Investment to complete the Project in accordance with the Project Plan attached hereto as Exhibit B and the plans and specifications to be submitted to the Commission pursuant to Section 4.8 of this Agreement.

4.3 Cooperation. The Developer agrees to endorse and support the Commission's efforts to expedite the Local Public Improvements through any required planning, design, public bidding, construction, inspection, waiver, permitting, and related regulatory processes.

4.4 Obtain Necessary Easements. The Developer agrees to obtain any and all easements from any governmental entity and/or any other third parties that the Developer or the Commission deems necessary or advisable in order to complete the Local Public Improvements, and the obtaining of such easements is a condition precedent to the Commission's obligations under this Agreement.

4.5 Timeframe for Completion. The Developer hereby agrees to complete the Project and any other obligations the Developer may have under this Agreement by the date that is thirty-six (36) months after the Effective Date of this Agreement (the "Mandatory Project Completion Date"). Notwithstanding any provision of this Agreement to the contrary, the Developer's failure to complete the Project or any other obligations the Developer may have under this Agreement by the Mandatory Project Completion Date will constitute a default under this Agreement without any requirement of notice of or an opportunity to cure such failure.

4.6 Reserved.

#### 4.7 Reporting Obligations.

(a) Upon the letting of contracts for substantial portions of the Project and again upon substantial completion of the Project, the Developer hereby agrees to report to the Commission the number of local contractors and local laborers involved in the Project, the amount of bid awards for each contract related to the Project, and information regarding which contractor is awarded each contract with respect to the Project.

(b) On or before June 30 and December 31 of each year until substantial completion of the Project, the Developer shall submit to the Commission a report demonstrating the Developer's good-faith compliance with the terms of this Agreement. The report shall include the following information and documents: (i) a status report of the construction completed to date, (ii) an update on the project schedule, (iii) an itemized accounting generally identifying the Private Investment to date, and (iv) a status report of the number of jobs created for employment at the Developer Property.

(c) On or before April 15 of the year that is one year after substantial completion of the Project and on each April 15 thereafter until April 15 of the year which is five (5) years after substantial completion of the Project, the Developer shall submit to the Commission a report with the following information: (i) the number of jobs created as a result of the Project and wage and benefit information for the jobs created; and (ii) a detailed description of the of the job and wage details for the number of people employed by the Developer in connection with the Project.

4.8 Submission of Plans and Specifications for Project. Promptly upon completion of all plans and specifications for the Project, or changes thereto, the Developer shall deliver a complete set thereof to the Commission.

4.9 Costs and Expenses of Construction of Project. The Developer hereby agrees to pay, or cause to be paid, all costs and expenses of construction for the Project (including legal fees, architectural and engineering fees), exclusive of the Local Public Improvements, which shall be paid for by the Commission by and through the Funding Amount subject to the terms of this Agreement.

4.10 Specifications for Local Public Improvements. The Developer will be responsible for the preparation of all bid specifications related to the Local Public Improvements, and the Developer will pay all costs and expenses of such preparation, provided, however, that if the Commission pays any costs or expenses of such preparation, then the amount paid by the Commission will be deducted from the Funding Amount. The Developer will submit all bid specifications related to the Local Public Improvements to the Director of Redevelopment Engineering. The Director of Redevelopment Engineering may approve or disapprove said bid specifications for the Project in his reasonable discretion and may request revisions or amendments to be made to the same.

4.11 Non-Interference. Developer hereby agrees to use commercially reasonable efforts to minimize disruption for those living and working near the Developer Property during construction of the Project.

4.12 Insurance. The Developer shall purchase and maintain comprehensive insurance coverage as is appropriate for the work being performed with respect to the Project. The Developer shall provide proof of such adequate insurance to the Commission and shall notify the Commission and the City of any change in or termination of such insurance. During the period of construction or provision of services regarding any Local Public Improvements, the Developer shall maintain insurance in the kinds and for at least the minimum amounts as described in Exhibit E attached hereto and the Commission and the City shall be named as additional insureds on such policies (but not on any worker's compensation policies).

4.13 Information. The Developer agrees to provide any and all due diligence items with respect to the Project reasonably requested by the Commission.

## **SECTION 5. COMMISSION'S OBLIGATIONS.**

5.1 Generally. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations set forth in this Agreement is material consideration for the Commission's commitment to perform and abide by the covenants and obligations of the Commission contained in this Agreement.

### 5.2 Completion of Local Public Improvements.

(a) The Commission hereby agrees to complete (or cause to be completed) the Local Public Improvements described in Exhibit C attached hereto on a schedule to be reasonably determined and agreed to by the Commission and the Developer, as may be modified due to unforeseen circumstances and delays.

(b) Before any work on the Local Public Improvements will commence, (a) the Commission will have received satisfactory plans and specifications for the Project in accordance with Section 4.8 of this Agreement, and (b) the Director of Redevelopment Engineering will have received satisfactory bid specifications for the Local Public Improvements and approved the same in accordance with Section 4.10 of this Agreement.

(c) The Local Public Improvements will be completed in accordance with all applicable public bidding and contracting laws and will be subject to inspection by the Director of Redevelopment Engineering or his designee.

(d) Notwithstanding anything contained herein to the contrary, in the event the costs associated with the Local Public Improvements are in excess of the Funding Amount, Developer, at its sole option, may determine to pay to the Commission the amount of the excess costs to permit timely completion of the Local Public Improvements by the Commission, or an agent of the Commission, which amounts shall be applied for such purpose. If Developer chooses not to pay any such excess costs of the Local Public Improvements (above the Funding Amount), the Commission may reduce the scope of the Local Public Improvements to the amount which may be funded with the Funding Amount. In no event will the Commission be required to spend more than the Funding Amount in connection with the Local Public Improvements.

5.3 Cooperation. The Commission agrees to endorse and support the Developer's efforts to expedite the Project through any required planning, design, permitting, waiver, and related regulatory processes, provided, however, that the Commission will not be required to expend any money in connection therewith.

5.4 Public Announcements, Press Releases, and Marketing Materials. The Commission hereby agrees to coordinate all public announcements and press releases relating to the Project with the Developer.

## **SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGE.**

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each Party shall select its own legal counsel and retain such counsel at its own expense, and in no event shall the Commission be required to bear the fees and costs of the Developer's attorneys nor shall the Developer be required to bear the fees and costs of the Commission's attorneys. The Parties agree that if any other provision of this Agreement, or this Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this Section 6.1, which shall survive such invalidation, nullification, or setting aside.

## **SECTION 7. DEFAULT.**

7.1 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. Upon the occurrence of a default under this Agreement, the non-defaulting Party may (a) terminate this Agreement, or (b) institute legal proceedings at law or in equity (including any action to compel specific performance) seeking remedies for such default. If the default is cured within thirty (30) days after the notice described in this Section 7.1, then no default shall exist and the noticing Party shall take no further action.

7.2 Reimbursement Obligation. In the event that the Developer fails (a) to complete the Project by the Mandatory Project Completion Date, or (b) to expend the full amount of the Private Investment by the Mandatory Project Completion Date, then upon the written demand of the Commission, the Developer will repay the Commission One Hundred Fifty Percent (150%) of the portion of the Funding Amount expended by the Commission in furtherance of the Local Public Improvements as of the date of the Commission's demand.

7.3 Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, none of the Parties shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of terrorism, restrictions imposed or mandated by governmental entities, enactment of conflicting state or

federal laws or regulations, new or supplemental environments regulations, contract defaults by third parties, or similar basis for excused performance which is not within the reasonable control of the Party to be excused (each, an event of “Force Majeure”). Upon the request of any of the Parties, a reasonable extension of any date or deadline set forth in this Agreement due to such cause will be granted in writing for a period necessitated by the event of Force Majeure, or longer as may be mutually agreed upon by all the Parties.

**SECTION 8. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP; CONFLICT OF INTEREST; INDEMNITY.**

8.1 No Agency, Joint Venture or Partnership. The Parties acknowledge and agree that:

(a) The Project is a private development;

(b) None of the Commission, the Board of Works, or the Developer has any interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the Commission, the Board of Works, and/or the Developer expressly accepts the same; and

(c) The Parties hereby renounce the existence of any form of agency relationship, joint venture or partnership between the Commission, the Board of Works, and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Commission, the Board of Works, and the Developer.

8.2 Conflict of Interest; Commission Representatives Not Individually Liable. No member, official, or employee of the Commission or the City may have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the Commission or the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Commission or for any amount which may become due to the Developer, or its successors and assigns, or on any obligations under the terms of this Agreement. No partner, member, employee, or agent of the Developer or successors of them shall be personally liable to the Commission under this Agreement.

8.3 Indemnity. The Developer agrees to indemnify, defend, and hold harmless the Commission and the City from and against any third-party claims suffered by the Commission or the City resulting from or incurred in connection with the Local Public Improvements or the Project.

**SECTION 9. MISCELLANEOUS.**

9.1 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions

of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

9.2 Other Necessary Acts. Each Party shall execute and deliver to the other Parties all such other further instruments and documents as may be reasonably necessary to accomplish the Project and the Local Public Improvements contemplated by this Agreement and to provide and secure to the other Parties the full and complete enjoyment of its rights and privileges hereunder. Notwithstanding the foregoing, the Parties understand and agree that certain actions contemplated by this Agreement may be required to be undertaken by persons, agencies, or entities that are not a party to this Agreement, including, but not limited to certain permits, consents, and/or approvals (to the extent they have not yet been obtained and completed), and that any action by such third parties shall require independent approval by the respective person, agency, entity, or governing body thereof.

9.3 Dispute Resolution; Waiver of Jury Trial. Any action to enforce the terms or conditions of this Agreement or otherwise concerning a dispute under this Agreement will be commenced in the courts of St. Joseph County, Indiana, unless the Parties mutually agree to an alternative method of dispute resolution. The Parties acknowledge that disputes arising under this Agreement are likely to be complex and they desire to streamline and minimize the cost of resolving such disputes. In any legal proceeding, each Party irrevocably waives the right to trial by jury in any action, counterclaim, dispute, or proceeding based upon, or related to, the subject matter of this Agreement. This waiver applies to all claims against all parties to such actions and proceedings. This waiver is knowingly, intentionally, and voluntarily made by both Parties.

9.4 Attorneys' Fees. In the event of any litigation, mediation, or arbitration between the Parties regarding an alleged breach of this Agreement, none of the Parties shall be entitled to any award of attorney's fees.

9.5 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

(b) The Developer will state, in all solicitations or advertisements for employees placed by or on behalf of the Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

9.6 Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

9.7 Notices and Demands. Any notice, demand, or other communication required or permitted under the terms of this Agreement may be delivered (a) by hand-delivery (which will be deemed delivered at the time of receipt), (b) by registered or certified mail, return receipt requested



(which will be deemed delivered three (3) days after mailing), or (c) by overnight courier service (which will be deemed delivered on the next business day) to each Party's respective addresses and representatives stated below.

Developer: LangLab LLC  
1302 High Street  
South Bend, Indiana 46601  
Attn: Stephanie Rizk, Registered Agent

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Commission: South Bend Redevelopment Commission  
1400 S. County-City Building  
227 W. Jefferson Blvd.  
South Bend, IN 46601  
Attn: Brian Pawlowski, Acting Executive Director,  
South Bend Department of Community Investment

With a copy to: South Bend Legal Department  
1200 S. County-City Building  
227 W. Jefferson Blvd.  
South Bend, IN 46601  
Attn: Corporation Counsel

9.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Indiana.

9.9 Authority. Each undersigned person executing and delivering this Agreement on behalf of a Party represents and certifies that he or she is the duly authorized officer or representative of such Party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such Party, and that all necessary action to execute and deliver this Agreement has been taken by such Party.

9.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties herein.

9.11 Assignment. The Developer's rights under this Agreement shall be personal to the Developer and shall not run with the land. The Developer may not assign its rights or obligations under this Agreement to any third party without obtaining the Commission's prior written consent to such assignment, which the Commission may give or withhold in its sole discretion. In the

event the Developer seeks the Commission's consent to any such assignment, the Developer shall provide to the Commission all relevant information concerning the identities of the persons or entities proposed to be involved in and an explanation of the purposes for the proposed assignment(s).

9.12 Further Assurances. The Parties agree that they will each undertake in good faith, as permitted by law, any action and execute and deliver any document reasonably required to carry out the intents and purposes of this Agreement.

9.13 Exhibits. All exhibits described herein and attached hereto are incorporated into this Agreement by reference.

9.14 Entire Agreement. No representation, promise, or inducement not included in this Agreement will be binding upon the Parties hereto. This Agreement cannot be modified except by mutual agreement of the Parties set forth in a written instrument signed by the Parties' authorized representatives.

9.15 Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
Marcia I. Jones, President

ATTEST:

\_\_\_\_\_  
Donald E. Inks, Secretary

LANGLAB LLC, an Indiana limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

4000.0000093 49095081.004

**EXHIBIT A**

**Description of Developer Property**

Real property situated in St. Joseph County, Indiana, commonly known as 1302 High Street, South Bend, Indiana 46601. [Parcel Key No. 018-7017-0726]

## **EXHIBIT B**

### **Project Plan**

The Developer will complete the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

The Developer will make improvements to the Developer Property and any adjacent property acquired by the Developer, including internal and external building improvements, to facilitate the expansion of the Developer's small business promotion activities.

## **EXHIBIT C**

### **Description of Local Public Improvements**

The Commission will complete, or cause to be completed, the following work in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations:

- A. Resurfacing of and improvements to parking lot situated on the Developer Property.
- B. Exterior building improvements, to be specified by the Developer as soon as reasonably practicable.
- C. Interior building improvements, to be specified by the Developer as soon as reasonably practicable.

**EXHIBIT D**

**Form of Easement**

## **GRANT OF TEMPORARY EASEMENT**

THIS INDENTURE, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between LangLab LLC, an Indiana limited liability company with its principal place of business at 1302 High Street, South Bend, Indiana 46601 (the “Grantor”), and the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, 1400 S. County-City Building, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (the “Grantee”).

### WITNESSETH:

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which Grantor hereby acknowledges, Grantor hereby grants, conveys, and warrants to Grantee a temporary, non-exclusive easement (the “Easement”) on, in, over, under and across the real property described in attached Exhibit 1 (the “Property”) for the construction, equipping, and delivery of certain improvements on the Property (the “Local Public Improvements”), together with the right of ingress to and egress from the Easement for said purposes, all pursuant to a certain Development Agreement by and between Grantor and Grantee, dated January 26, 2017 (the “Development Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

The Easement granted herein shall pertain to the air, surface, and subsurface rights and interests of Grantor, for the use and benefit of Grantee, and its successors and assigns, to the extent necessary to accomplish and carry out the construction, equipping, and delivery of the Local Improvements on the Property. The Easement hereby granted includes the right and privilege for Grantee at reasonable times to clean and remove from said Easement any debris or obstructions interfering with said Easement.

The Easement granted herein, and its associated benefits and obligations, shall inure to the benefit of Grantee and Grantee’s contractors acting on Grantee’s behalf in connection with the Local Public Improvements.

Notwithstanding anything contained herein to the contrary, unless extended in writing by Grantor, the Easement shall terminate and be of no further force and effect on the date (hereinafter, the “Construction Termination Date”) of the earliest of the following: (a) completion of the Local Public Improvements; (b) expiration or earlier termination of the Development Agreement; or (c) such earlier date as Grantor and Grantee may agree to in writing.

IN WITNESS WHEREOF, Grantor has executed this Grant of Temporary Easement on the date shown in the acknowledgment set forth below to be effective as of the Effective Date.

GRANTOR:

LangLab LLC, an Indiana limited liability company

\_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

Before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Grantor in the above Grant of Temporary Easement, and acknowledged the execution of the same as the Grantor's free and voluntary act and deed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

\_\_\_\_\_, Notary Public  
Residing in \_\_\_\_\_ County, IN

My Commission Expires: \_\_\_\_\_

This instrument was prepared by Benjamin J. Dougherty, Assistant City Attorney, 1200 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Benjamin J. Dougherty.



EXHIBIT 1

Description of Property

Real property situated in St. Joseph County, Indiana, commonly known as 1302 High Street, South Bend, Indiana 46601. [Parcel Key No. 018-7017-0726]

## EXHIBIT E

### Minimum Insurance Amounts

- |    |                                    |                      |  |
|----|------------------------------------|----------------------|--|
| A. | Worker's Compensation              |                      |  |
|    | 1.                                 | State                | Statutory  |
|    | 2.                                 | Applicable Federal   | Statutory  |
|    | 3.                                 | Employer's Liability | \$100,000.00   |
|    |                                    |                      |  |
| B. | Comprehensive General Liability    |                      |  |
|    | 1.                                 | Bodily Injury        |  |
|    |                                    | a. \$5,000,000.00    | Each Occurrence                                      |
|    |                                    | b. \$5,000,000.00    | Annual Aggregate Products<br>and Completed Operation |
|    | 2.                                 | Property Damage      |  |
|    |                                    | a. \$5,000,000.00    | Each Occurrence                                      |
|    |                                    | b. \$5,000,000.00    | Annual Aggregate                                     |
|    |                                    |                      |  |
| C. | Comprehensive Automobile Liability |                      |  |
|    | 1.                                 | Bodily Injury        |  |
|    |                                    | a. \$500,000.00      | Each Person  |
|    |                                    | b. \$500,000.00      | Each Accident  |
|    | 2.                                 | Property Damage      |  |
|    |                                    | a. \$500,000.00      | Each Occurrence                                      |



Department of  
**Community Investment**

**Redevelopment Commission Agenda Item**

DATE: January 26, 2017  
FROM: Aaron Kobb  
SUBJECT: Budget Request (Edge Adventure Parks, LLC)

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PURPOSE OF REQUEST:  
Redevelopment opportunity for adventure facilities associated with Riverfront Redevelopment.

INTERNAL USE ONLY: Project Code: TBD  
Total Amount **new**/change (inc/dec) in budget: \$46,500; broken down by:  
Acct # 324-1050-460-3106 Amt: \$46,500; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
Acct # \_\_\_\_\_ Amt: \_\_\_\_\_; Acct # \_\_\_\_\_ Amt: \_\_\_\_\_;  
Going to BPW for Contracting? Y/N Is this item ready to encumber now? No  
Existing PO# \_\_\_\_\_ Inc/Dec \$ \_\_\_\_\_

