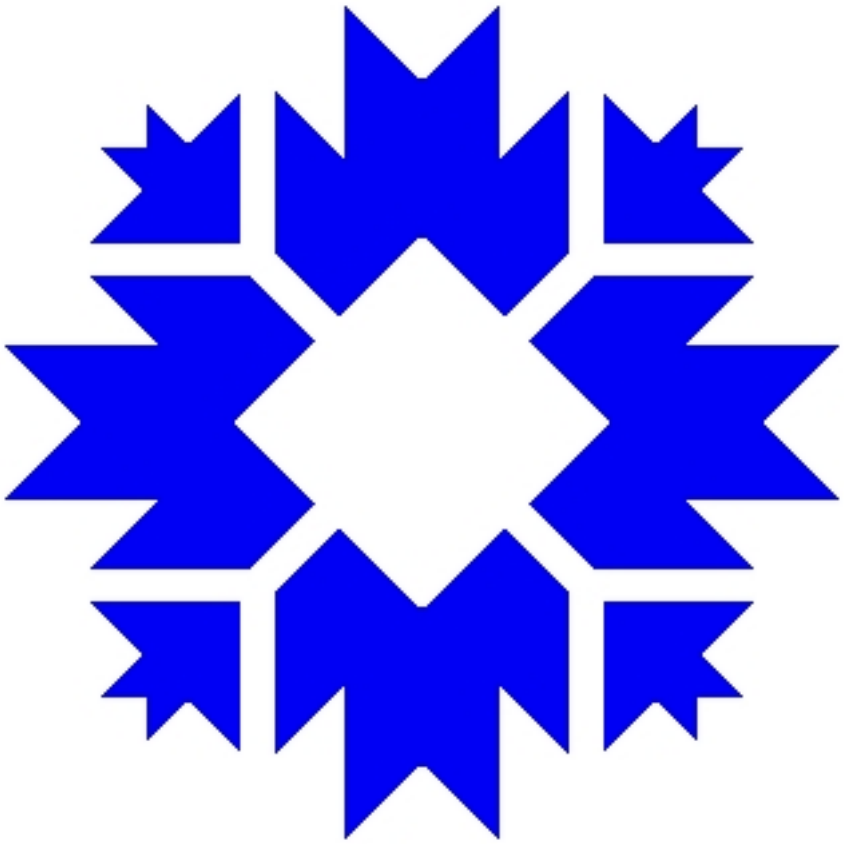
Board of Public Works Meeting

May 7, 2013



AGENDA
BOARD OF PUBLIC WORKS
(This Meeting May be Televised)

A Regular Meeting of the Board of Public Work to be Held Tuesday, May 7, 2013 at 5:30 p.m., in the City Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. APPROVAL OF MINUTES – April 23, 2013

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

V. HEARINGS FOR NOISE APPEAL

1. **209 E. 12th Street**

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **Resolution 2013-33: Agreement to Allow Lemonade Stands on Public Sidewalks for Bloomington Lemonade Day (Saturday, 5/18)**
2. **Plat Approval for Landmark Business Center Phase VII and Patterson Pointe, Final Plat Expansion and Amendments**
3. **Request to Abate Property at 2504 ½ S. Milton Drive**
4. **Resolution 2013-15: Use of Public Streets for Flavors of 4th Street (Saturday, 8/24)**
5. **Resolution 2013-29: Request to Encroach into Public Right of Way with Sign by Whitehall Investments LP, LLC at 500 S. Liberty Drive**
6. **Resolution 2013-32: Use of Public Streets for Bloomington Housing Authority Family Day (Wednesday, 5/29)**
7. **Resolution 2013-34: Use of Public Streets for Taste of Bloomington (Saturday, 6/22)**
8. **Resolution 2013-35: Allow Itinerant Merchant to Operate in Public Right of Way (Samuel Sveen-Uel Works LLC)**
9. **Request for Noise Permit for Recovery Fest (Sunday, 6/23)**
10. **Award of Landscape Contract for South Walnut Streetscape Project**
11. **Resolution 2013-36: Authorize the Execution and Delivery of an Equipment Lease/Purchase Agreement, and Related Instruments, for the Acquisition of Equipment**
12. **Authorize the Agreement to Purchase Parking Meter Equipment and Related Services**

VIII. STAFF REPORTS & OTHER BUSINESS

IX. APPROVAL OF CLAIMS

X. ADJOURNMENT

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, April 23, 2013 at 5:30 p.m. in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana with Charlotte Zietlow presiding.

ROLL CALL

Present: Charlotte Zietlow
James McNamara

City Staff: Susie Johnson - Public Works Director
Adrian Reid – City Engineer
Jackie Moore – City Legal
Chris Smith – Public Works
Laurel Archer – Public Works

MESSAGES FROM BOARD MEMBERS

No messages

APPROVAL OF MINUTES

James McNamara made a motion to approve the minutes from April 9, 2013. Zietlow seconded the motion. Minutes were approved as submitted.

PETITIONS & REMONSTRANCES

None

TITLE VI ENFORCEMENT

None

HEARINGS FOR NOISE APPEALS

1232 E. Tylers Turn

Jackie Moore stated this citation was issued to Patrick Navara at 1232 E Tylers Turn on April 6, 2013 at 10:49 p.m. City Dispatch received a complaint from a neighbor from 1230 E. Tylers Turn. Officer Harper, who was present, responded to the call and arrived about 11:03 p.m. Jackie Moore gave the officer's account of what transpired that evening. Moore stated Mr. Navara has appealed the noise violation in a timely manner. His appeal is based upon the officers citing Little 500, but this was not Little 500 weekend. Mr. Navara felt he should have been given a warning, rather than the violation citation. Moore explained the officers do have discretion to issue the warning, which would also means there was a violation. In this case, the officer explained that they regularly enforce and patrol leading up to Little 500 weekend. Moore stated the City would ask that the appeal be denied and find that there was a violation of the noise ordinance and the citation was written in accordance with the law.

Patrick Navara introduced himself as one of three residents at 1232 E. Tylers Turn. He provided a visual of the location of his residence. Navara stated he did have people over and it was after 10 p.m. Witnesses stated they saw the police car go up and turn around in the small parking lot located behind his house. They parked and then immediately exited their vehicle. They were not there more than 15 minutes and didn't say when they showed up, or when the dispatch was. Navara expected the offices to tell him to turn the music down and shut down the party. Mr. Navara didn't feel they were being rowdy. Navara tried to ask the officer why he was not being given a warning instead of a citation. Navara stated at that point the officer became "a little aggressive." Navara didn't think he should have received that type of behavior from the other officer present. He understands it is the officer's discretion, but he felt a simple warning

would have sufficed.

Officer Harper introduced herself and stated she was one of the responding officers. She stated there was loud music coming from the house where Mr. Narvar's mother and another male were inside the residence speaking very loudly over the music. It took several knocks to get their attention. Mr. Navara then approached from the circled area in the back and stated this was his residence and was having a get-together with a few friends. At that time the citation was issued.

Zietlow asked Officer Harper to explain on what basis they issue a citation. Harper stated the procedure is to roll down the windows, usually when they arrive about a block away from the complaint call, to listen to the actual sound going on around, and orientating themselves. The radio is turned down. She stated in this instance when they rolled down the windows and started listening they could hear the noise, and slowed down, continued on, turned around and came back to the area of the noise, parked the vehicle, got out and again listened. Music could clearly be heard from the street. They saw individuals were in the back talking and drinking, and they heard the music and the two individuals yelling at each other over the music inside.

McNamara stated he heard no one say there was not a violation. McNamara added he has been pulled over for traffic violations and sometimes received a warning, but it would never occur to him to say it should be a warning. He felt the citation was issued in compliance with the Bloomington Municipal Code. Zietlow stated the issue of Little 500 had nothing to do with it.

McNamara made a motion that the appeal of the citation for noise at 1232 E. Tylers Turn be denied. Zietlow seconded the motion. Motion passed. Noise Appeal was denied.

707 E. 8th Street

Jackie stated dispatch received an anonymous complaint and summarized the officer's report. The Appellant, Michael J. Claps, was not present.

Officer Siniard was present but had nothing to add.

McNamara made a motion that the appeal for the citation of noise violation at 707 E 8th Street be denied. Zietlow seconded the motion. The motion passed. Noise violation appeal denied.

OLD BUSINESS

Memo Regarding Bid Procedure

Jackie Moore stated she submitted to the Board a brief memorandum at their request following last week's meeting.

Zietlow did ask Ms. Moore to explain. Moore explained that at the last meeting there were two asphalt bids, one from Dave O'Mara and Milestone. The Milestone bid had sited a location for a plant that did not yet exist. There was conversation with City employees after the bid had been received and opened. That conversation was treated as a condition or provision outside of the bid process which can lead to that bid being non-responsive, which is what the City did. Per State Code, bids are suppose to be accepted without alteration or correction, talking to city employees was something done in addition to the bid. Under the instructions to bidders that was also included with the bid packet, Instruction #6, states "the bidder certifies to the City that he/she possesses, or can provide the equipment, facilities, and personnel to fulfill the terms at the time of submission, contract

award, and all times thereafter." Moore stated because this facility was not built at the time of submission or award they could not have complied with providing the asphalt. The purchasing agency is prohibited from permitting changes in the bid prices, and for that reason, because there was not a facility to provide asphalt, and that information came after the fact, that bid was treated as non responsive and the award was given to O'Mara.

Zietlow stated the potential of the plant opening was not part of the bid. Moore stated the bid simply stated the address on Dillman Road, and there was no plant, at the time of the bid opening, at that site.

Zietlow asked if they had put this in the bid if would that have been acceptable. Moore stated they could have included in the bid the both locations, his current location, and the new location, and stated at what point the new facility would be opened. There were any number of ways this could have been explained. There was no explanation, and the only address provided was for a plant that didn't exist.

NEW BUSINESS

Resolution 2013-28: Use of Public Streets for the Jill Behrman 5K Walk (Saturday, 10/12)

Johnson stated the Indiana University Recreational Sports is sponsoring the 14th Annual Jill Behrman 5K Color the Campus Run on October 12 from 10:30 to Noon. The funds raised support the Jill Behrman Emerging Leader Scholarship and are used to fund assault awareness and self-defense workshops. The run begins at the SRSC and traverses the following public streets which comprise three "color zones"; N. Fee Lane, E 7th Street, Indiana Avenue, N. Union Street, and E. 10th Street. Security for the race will be provided by IUPD. A Parade Permit has been issued by the Bloomington Police Department, pending approval by Board of Public Works. Staff recommended approval.

Elizabeth Wethouse introduced herself. She stated she is a marketing major and has been a part of the Jill Behrman 5K for two years and is currently the promotions director. The Jill Berhrman 5K has been a Bloomington tradition for 14 years. The event raises awareness about personal safety, and helps fund the Jill Behrman Emerging Leader scholarships. Last year there were 2000 participants. The route has recently been changed to include City streets. IUPD will provide traffic control and security for the race.

McNamara stated kudos for coming to the Board in April for an October event. Zietlow concurred.

McNamara made a motion to approve Resolution 2013-28, Use of Public Street for the Jill Behrman 5K Walk on Saturday, October 12, 2013. Zietlow seconded the motion. The motion passed. Resolution 2013-28 approved.

Request for Noise Permit for Ivy Tech Take Back the Night (Wednesday, 4/24)

Johnson stated Ivy Tech's Bloomington Campus is hosting a Take Back the Night event on Wednesday, April 24th from 6:00 p.m. until 9:00 p.m. on the Monroe County Courthouse lawn. The event will consist of rally type activities that include amplified remarks. Take Back the Night is a conscience raising event that began in the USA in the 1970's. The events' goals are twofold, to raise awareness about sexual violence against women, and to encourage women to literally take back the night as opposed to remaining in the private sphere for fear of being attacked. Staff recommended approval.

Zietlow wondered if there were several Take Back the Night events. McNamara wondered as well. Johnson stated that when she worked

for HAND there was an event at the Housing Authority

McNamara asked if there are several Take Back the Night Events. Johnson stated when she worked for HAND they would help with an event at the Housing Authority. Johnson stated this is one Ivy Tech wants to sponsor near Downtown and the Waldron.

McNamara made a motion to approve the Noise Permit for the Ivy Tech Take Back the Night on Wednesday, April 24, 2013. Zietlow seconded the motion. The motion passed. Noise permit approved.

Request for Noise Permit for Acoustic Roots Festival (Saturday, 5/11)

Johnson stated WFHB is holding the 6th annual, Acoustic Roots Music Festival at the Upland Brewing Company on Saturday, May 11th from 3:00 to 11 p.m. This is a fundraiser for the radio station WFHB that will focus on the rich heritage of American acoustic roots music The event will be on Saturday, May 11th. There will be several artists who appear. Johnson pointed out it is typical of this Board to waive the noise ordinance until 10:00 p.m.; however, historically this Board has given special dispensation to this particular event and allowed the noise until 11:00 p.m. The City has not received any complaints about this event in the past. They do good community outreach with their neighbors. Staff does support the noise waiver beyond the normal 10 p.m.

Jim Manion from WFHB introduced himself. He stated this is the 6th year for this festival and it is growing. Last year was a record year, and hope to break the record again this year. He stated the key word with regard to noise is that this music is acoustic, even though it is amplified, it is not heavy bass drums, amplified guitars, etc. Things are developing nicely at the Upland and they have built a permanent stage. Manion appreciated the exception to go to 11 p.m. vs 10 p.m.

Zietlow states there is housing being built in the area now, and wondered if that would affect the event in the future. Manion stated he has looked at the site a few times, and the parking garage is on the westside, and not apartments. Manion did admit we was worried about future festivals with either people complaining or people watching the music free from patios, but it is a parking garage on that side of the building.

McNamara stated the 11 p.m. is venue specific to him and staff will let us know if there are any issues there.

McNamara made a motion to approve the Noise Permit for the Acoustic Roots Festival on Saturday, May 11, 2013 from 3 to 11 p.m. Zietlow seconded the motion. The motion passed. Noise permit approved.

Approval of Change Order #1 for Burgess & Niple Bloomington Bloomington Bikeway Design Contract

Reid stated staff is about 90 percent through design for the Greenways Implementation Plan projects for this year. There were a few items encountered along the way which needed additional funding. Some of the changes included additional design work for the intersection of Longview and Pete Ellis, and corrections to the Allen Street Corridor that reflects work completed in 2012. This supplement has been developed to re-align the original contract to the current scope of work with a final cost of $6,470.00.

McNamara asked the funding source. Reid stated Cum Cap Development Fund.
McNamara moved to approve Change Order #1 for Bergess & Niple Bloomington Bikeway Design Contract in the amount of $6,470.00. Zietlow seconded the motion. The motion passed. Change order #1

approved.

Authorization to Advertise for Bids for 2013 Bloomington Bikeway Project

Reid stated the City is getting ready to implement the Greenways project over the summer break. Those project included in the agreement are:

Allen Street/Covenanter Drive Bicycle Boulevard (Patterson Drive to College Mall Road)
7th Street Bicycle Boulevard (Adams Street to 45/46 Bypass)
3rd Street Bicycle Lanes (High Street to Dunn Street)
3rd/5th/Adams Bicycle Lanes (Landmark Avenue to 7th Street)
Highland Avenue/Hawthorne Avenue Bicycle Boulevard
Clifton/Rose/Union Bicycle Improvements

Reid stated this request is to advertise for bid to build the design.

McNamara made a motion that staff be authorized to advertise for bids for 2013 Bloomington Bikeway Project. Zietlow seconded the motion. The motion passed.

Request from City of Bloomington Utilities Department to Close a Portion of N. Dunn Street for Construction of the Griffy Dam Project.

Reid stated City of Bloomington Utilities (CBU) has a pretty significant project to rehabilitate the dam at Griffy Lake. CBU is requesting closure of Dunn Street for an extended period of time while they make these improvements to the Griffy Dam.

Phil Peden with City of Bloomington Utilities stated Dave O'Mara has been contracted to rehabilitate the Griffy Lake Dam. The project will involve a lot of construction activity on Dunn Street. The staging area for materials and equipment will be at the bottom of the hill where the parking lot was. Most of the construction will be taking place on the lakeside, as well as some work on the back side. The intake tower will be removed and much of the concrete will be replaced on the inboard slope. There will be a lot of truck and excavation equipment. There will be better public safety if the road is closed. Peden stated, that this closing will also be for the safety of pedestrians, as they will not be able to enter the project site.

Zietlow asked what section would be closed. Peden stated it will be closed from Lakewood to Old State Road 37.

McNamara asked what will happen to what used to be known as the dog park, if it will be returned to green space. Peden stated it will be grass, but did not thing there would be a perimeter fence anymore. There is a new park down the road to the north where there is a new dog park.

McNamara asked for clarification that anyone in Blue Ridge or along this corridor that wanted to north needs to go out to Walnut as opposed to going out on Dunn.

Zietlow asked what the long term fate of Griffy will be. Peden stated the Parks Department does have a Griffy Lake Master Plan. The Parks Department wants to keep the lake and that park pristine and here for a very long time because it is a jewel to the community. That is the goal and the point of this project, to try and increase the lifespan of the dam and keep it safe for the folks below the dam and recreational activities for the citizens of Bloomington.

McNamara stated he agreed the Griffy is a jewel of this community, and his hope is that this jewel is not stained with the blood of deer. Zietlow asked how long will the project last. Peden stated starting April 24th through October 1st, 2013. McNamara and Zietlow both thanked Mr. Peden for coming to the meeting.

McNamara asked if there would be signage to let commuters know of the change. Peden stated signs had been out for while stating the road would be closed on or after April 10th.

McNamara and Zietlow both thanked Mr. Peden for coming to the meeting.

McNamara made a motion to approve the request from the City of Bloomington Utilities Department to close a portion of North Dunn Street for construction of the Griffy Dam Project. Zietlow seconded the motion. The motion passed. Road closure approved.

STAFF REPORTS & OTHER BUSINESS

Johnson stated she had hoped to have the parking meter contract for the Board to consider at this meeting; however, the new Controller is working on a financing plan for these meters and has yet to complete the negotiations. Staff wants to make sure that is in place before the contract comes before the Board for meter purchase. Johnson hopes to bring the item forward at the next meeting.

Chris Smith read into the minutes the Outdoor Seating and Merchandising Permits the Board will be asked to sign:

FARM Bloomington, 108 E. Kirkwood Avenue, Permit #13-003
Z & C Teriyaki & Sushi, 430 East Kirkwood Avenue, Permit #13-004
The Village Deli, 409 E. Kirkwood Avenue, Bloomington, IN 47408, Permit #13-005

APPROVAL OF CLAIMS

McNamara moved to approve claims. Zietlow seconded the motion. The motion carried. Claim approved.

ADJOURNMENT

McNamara made a motion to adjourn. Zietlow seconded the motion. Meeting adjourned at 6:08 p.m.

Accepted by:

_____
Charlotte Zietlow, President

_____
James McNamara, Vice President

_____
Dr. Frank N. Hrisomalos, Secretary

Date: Attest to:

Appeal of Noise Citation
to the City of Bloomington's Board of Public Works

Please complete this form in its entirety. Use black or blue ink and print legibly. A copy of the noise citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven days** after the noise citation was issued. The Board of Public Works ("Board") will primarily consider the written materials submitted, including this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court within seven (7) days from the date of the Board's decision.

Name: Joelle Tucker

Local Address: 209 East 12th Street Bloomington, IN 47408

Permanent Address: 15450 Laurel Valley Dr. N. Harrison, IN 47060

Phone Number: (513) 515-4584

Noise Citation Number (located in the top right hand corner of the citation): 32031 and 32608

Date on Noise Citation: 4/19/13 Today's Date: 4/23/13

Reason for Appeal: Tickets were issued only 1 minute apart from each other, not giving me enough time to get people out of my house and stop the noise.

(you may continue on another page if necessary)

On this day, I submitted my completed appeal of noise citation and received the date of May 7, 2013 5:30 p.m when the Board of Public Works will consider my appeal.

Joelle Tucker 4/23/13

Signature Date

For use by Public Works:
Date Appeal Received: 4-23-13 By: Stroker
Date Appeal Forwarded to Legal Department: 4-23-13

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 32031

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week	Day	Month	Year	Time
FRI	19	Apr	2013	11:40 P.M

Last Name	First	MI
Tucker	Joelle	M

Street Address	D.O.B.
209 E. 12th	7-14-92

City	State	Zip Code
Bloomington	IN	

Sex	Race	SSN/OLN
F	W	3800-03-3297

DID COMMIT THE FOLLOWING OFFENSE:

Excessive Noise

[X] Excessive Loud Noise
[ ] _____ Residence [ ] _____ Vehicle

Contrary to the BMC § 14.09.030

at _____, Bloomington, IN.

Officer's Signature [signature] I.D. No. 1561

City of Bloomington, Indiana
Date 4-19-13

I promise to appear in the City of Bloomington Legal Department, City Hall, Showers Building, Suite 220, 401 North Morton Street, Bloomington, Indiana, on the 14 day of May, 2013, at 8:30 a.m.

Signature [signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 32608

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week	Day	Month	Year	Time
Friday	19	April	13	2331

Last Name	First	MI
Tucker	Joelle	M

Street Address	D.O.B.
209 E 12th St	7/14/92

City	State	Zip Code
Bloomington	IN	47401

Sex	Race	SSN/OLN
F	W	3800-03-3297

DID COMMIT THE FOLLOWING OFFENSE:

[X] Excessive Loud Noise
[ ] _____ Residence [ ] _____ Vehicle

Contrary to the BMC § 14.09.030

at 209 E 12th, Bloomington, IN.

Officer's Signature [signature] I.D. No. 1556

City of Bloomington, Indiana
Date 4/19/2013

I promise to appear in the City of Bloomington Legal Department, City Hall, Showers Building, Suite 220, 401 North Morton Street, Bloomington, Indiana, on the 14 day of May, 2013, at 8:30 a.m.

Signature [signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

Board of Public Works
Staff Report

Project/Event: **Lemonade Day**

Petitioner/Representative: **Boys and Girls Club of Bloomington**

Staff Representative: **Jason**

Meeting Date: **May 7, 2013**

The Boys and Girls Club of Bloomington is working with the City of Bloomington, Ivy Tech - Bloomington, corporate sponsors, and community businesses to promote entrepreneurism among youth. Participants in Lemonade Day will construct lemonade stands and place them at business, homes and parks around the community.

The group is requesting permission to locate lemonade stands in the public right of way. The stands will be located throughout Bloomington. All Lemonade Day participants have received permission from adjacent property owners to make sure that they have no objections.

Installation and tear down would take place May 18, 2013. Stands will be in operation from 10am to 5pm. Participants and businesses are working very closely with our Economic and Sustainable Development Department staff.

Jason Carnes, the City's Assistant Director of Economic and Sustainable Development, Small Business Relations, has been involved and supports this request.

Recommend X Approval ☐ Denial by Jason Carnes

RESOLUTION 2013-033
LEMONADE DAY

WHEREAS, The Boys and Girls Club of Bloomington, a not- for- profit organization, is providing a program named Lemonade Day, to promote entrepreneurship among youth; and

WHEREAS, through a collaboration with the City of Bloomington, Ivy Tech - Bloomington, corporate sponsors, and various community businesses, participants, will be temporarily installing lemonade stands throughout the community on the 18th of May, 2013 to be operated between 10am and 5pm, as part of Lemonade Day and is requesting to place these stands in the public right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including sidewalks; and

WHEREAS, the Board of Public Works appreciates that this project is designed to educate youth about entrepreneurship through the operation of a lemonade stands in the community and is willing to allow participants in Lemonade Day to encroach on public sidewalks; and

WHEREAS, the Boys and Girls Club of Bloomington, agrees to hold the City harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to provide the City with a certificate of insurance which names the City as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works agrees to allow the Boys and Girls Club of Bloomington., hereinafter "Sponsor" to temporarily encroach with lemonade stands on public sidewalks around Bloomington under the following conditions:

1. Exact placement of the stands will be determined by Lemonade Day participants and local businesses in conjunction with Economic and Sustainable Development Department staff and shall not block access to the sidewalk for pedestrians.

2. Sponsor agrees to maintain stands in a safe and attractive manner and understands that the City of Bloomington will not be responsible for any damages or vandalism to the stands.

4. If at any time it is determined that any of the stands becomes unsafe or a nuisance to the general public, then the sponsor will move said stand upon notification by City, without compensation by City.

5. The stands may encroach between 10 a.m. and 5 p.m. on May 18, 2013.

6. _____ by signing this agreement, represents that they have been fully empowered by proper action of the entity to enter into the agreement and has authority to do

so.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

Date:_____

Boys and Girls Club of Bloomington

_____
Signature

_____
Printed Name

_____
Position

Date:_____

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the undersigned, the Boys and Girls Club of Bloomington., hereinafter referred to as "Releasor," is sponsoring Lemonade Day to promote entrepreneurship among youth.

WHEREAS, in connection with the displays, the Releasor seeks to use the public property of the City of Bloomington, on the date of May 18, 2013 from 10 am to 5 pm, specifically, right of way on City sidewalks, with the exact locations to be determined by City of Bloomington Economic and Sustainable Development Department staff; and

WHEREAS, the Releasor seeks permission by the City of Bloomington Board of Public Works to use the described property, and in partial consideration of such permission, agrees to execute this Release, Hold Harmless and Indemnification Agreement; and

NOW THEREFORE, in consideration of permission from the City of Bloomington Board of Public Works for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

RELEASOR

_____
Executive Director
Boys and Girls Club of Bloomington

_____
Date

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

_____
President

_____
Date

Events

Check our website or Facebook page for the latest updates!

- Jan. 31: Lemonade Day Kickoff!
- February - Date TBA: Visit our Lemonade Stand at YMCA's Family Fun Night
- Feb. 7-10: Check out the Lemonade Day stand at the Monroe County Building Association Home Show at the Convention Center
- Feb. 16: Stop by our stand at the Kids Expo at Fairview School
- Feb. 23: Information Session, Boys & Girls Club, 10 a.m.
- Feb. 27: Information Session, Boys & Girls Club, 7 p.m.
- March 23: Backpack Pickup, 11 a.m.-1 p.m., Boys & Girls Club
- March 30: Business Workshop and Backpack Pickup, Boys & Girls Club, 10 a.m.-Noon address
- April 20: Stand-building Workshop, 10 a.m.-Noon, Ellettsville Fire Department
- May 18: Lemonade Day!
- June 6: Celebration and Awards

Thanks to our Local Sponsors and Community Partners!

Lemonade Day! Bloomington Presented by COOK MEDICAL

Thank you to our local sponsors

COMMUNITY FOUNDATION BLOOMINGTON + MONROE COUNTY

Southern Indiana Physicians

KELLEY SCHOOL OF BUSINESS

IU Credit Union

bedc

OLD NATIONAL BANK

Duke Energy

Bloomingfoods MARKET AND DELI

METROPOLITAN PRINTING SERVICE

McArdle & Co., Inc. Builders

BioConvergence

MSP

HILLIARD LYONS

HOOSIERENERGY

ATΩ

girls inc.

BOYS & GIRLS CLUBS

Monroe County

ELLETTSVILLE CHAMBER OF COMMERCE

GAYLE & BILL COOK CENTER FOR ENTREPRENEURSHIP

the Y

Build a Stand, Spark a Dream!

Lemonade Bloomington Day!™

www.bloomington.lemonadeday.org

What is Lemonade Day?

- Lemonade Day is a free, fun, hands-on program that teaches youth how to start, own and operate a business — a lemonade stand.
- Lemonade Day teaches 14 lessons in entrepreneurship, including creating budgets, setting profit-making goals, serving customers, repaying investors, and giving back to the community.
- Lemonade Day helps kids solve problems and gain self-esteem for future success. Our young entrepreneurs keep all the money they make and are encouraged to spend some, save some and share some.
- Lemonade Day was started in Houston, Texas, in 2007 by Indiana native Michael Holthouse. By 2012, it had grown to more than 150,000 kids in 36 cities across America and Canada!

Kids! Be an Entrepreneur!

- Create a business plan
- Develop your product
- Build and decorate your stand
- Earn money to spend, save and share
- Help charities in our community
- Network with other young entrepreneurs
- Win prizes!

Support Lemonade Day!

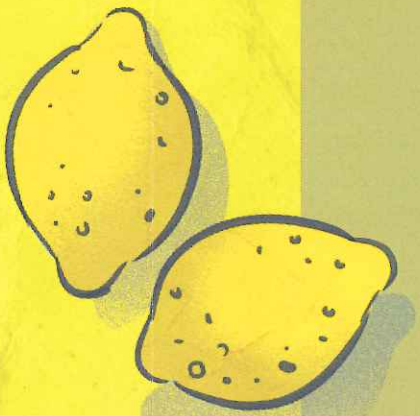
Be a Mentor! Whether you mentor your own child or someone else's, Lemonade Day would not work without our wonderful caring adults.

Involve your Business!

- Host a stand in front of your business on Lemonade Day
- Join our local sponsors in supporting this innovative program
- Share the Lemonade Day program with your employees

Buy Lemonade!

On May 18, support our kids by buying a delicious glass of lemonade (or two!) from lemonade stands in Bloomington and Ellettsville.



Register online at

www.bloomington.lemonadeday.org

or at any Lemonade Day event!

Connect With Us!

Facebook.com/lemonadedaybloomington

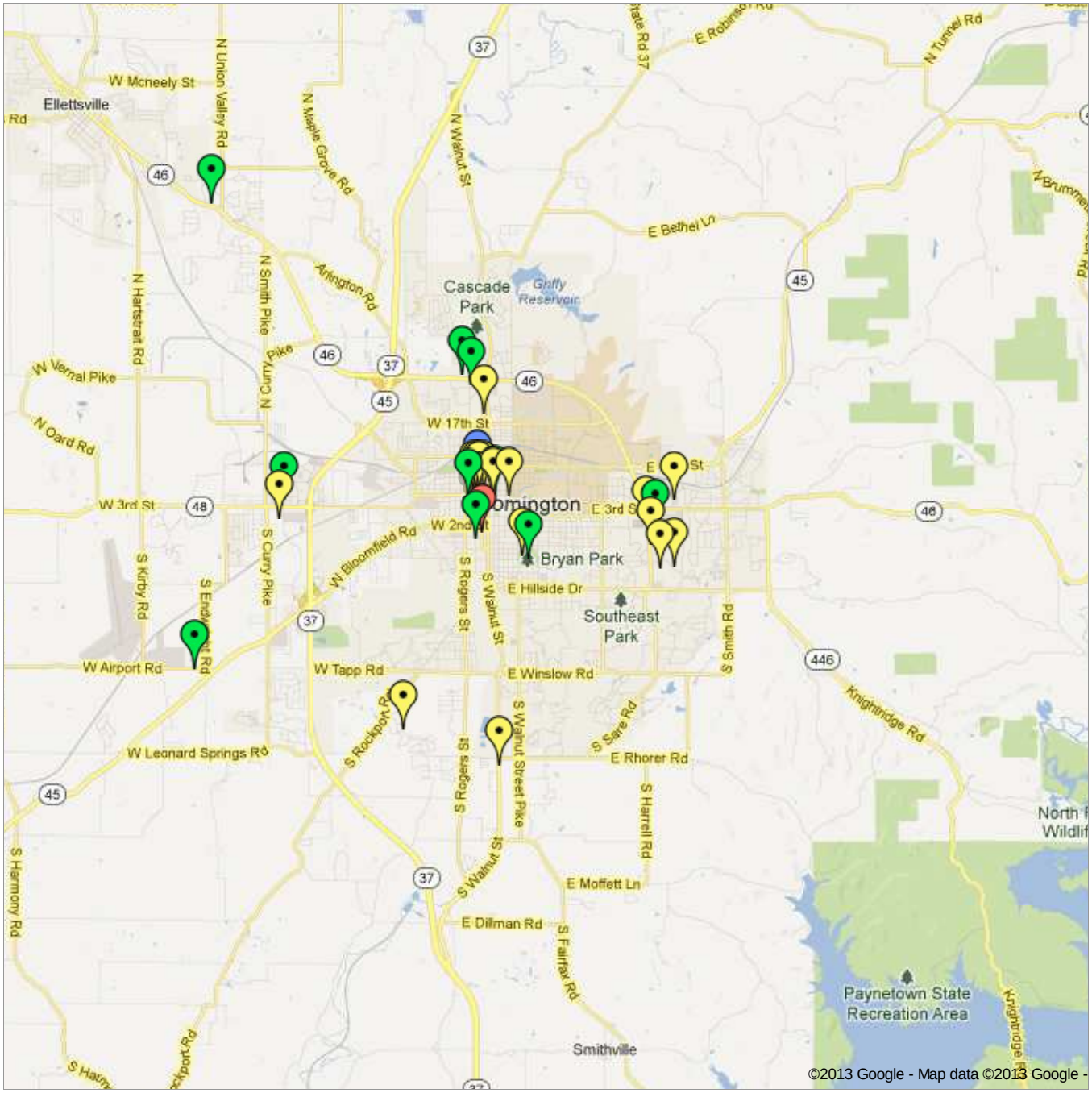
Twitter: @LemonadeDayBL

YouTube: LemonadeDayBtown

Pinterest: LemonadeDayBL

Google

Get Google Maps on your phone
Text the word "GMAPS" to 466453



Bloomington Lemonade Day 2013

Want to find a location for a stand on Lemonade Day Bloomington, May 18th, 2013?

Young entrepreneurs, you must get permission from property owners and store managers in advance.

Mentors, feel free to let your young entrepreneur call our business partners. This is a great learning experience for everyone.

Visit www.bloomington.lemonadeday.org/stands to submit your location registration and for more information. We will email you to confirm your location.

GREEN pins are available for Lemonade Day.
YELLOW pins already reserved for May 18th.
RED pins and areas are not available or open to any Lemonade Day stands!

NOTE: Use this map as a starting point only. This map is updated daily and for general information purposes only.

Unlisted · Open Collaboration · 2,872 views
Created on Apr 2 · By · Updated 5 minutes ago

City of Bloomington

Off-Limits - Farmer's Market area
The Bloomington Farmer's Market, Showers Plaza, surrounding B-Line trail and locations are off-limits to Lemonade Day stands.

Which Wich Superior Sandwiches - 422 E Kirkwood Ave
The Boys and Girls Clubs of Bloomington will host their official Lemonade Day headquarters and stand here.

Which Wich Superior Sandwiches
4 reviews
422 East Kirkwood Avenue
Bloomington, IN 47408
(812) 332-9424
whichwich.com

Buskirk-Chumley Theater - 114 E Kirkwood Ave
Reserved by Megan Wichlacz

Metropolitan Printing Services, INC. - 720 S Morton St

BLU Boy Chocolate - 112 E Kirkwood Ave
Reserved for Emma Auer

Kroger - 528 S College Ave
Due to ongoing construction, no stands will be allowed at the downtown Kroger in 2013.

Kroger - Highland Village
This stand will be hosted by Amanda from 8am - 1pm

Kroger Bakery
1 review
500 Liberty Drive
Bloomington, IN 47403
(812) 349-1385
kroger.com

Kroger - 1175 S College Mall Rd
Reserved by Theo Dove

Contact Jeanette Selby at the store 333-5766 to reserve a spot and then fill out our confirmation form at www.bloomington.lemonadeday.org/stands

Marsh #54 - 123 Kingston Dr S
Reserved for Toney Beal

Availability for all central Indiana Marsh locations is online, first-come, first-serve:
https://lemonadedaystandlocations.eventbrite.com/#
You must also submit your Marsh location on our website: www.bloomington.lemonadeday.org/stands

Kroger - 4025 South Old State Road 37
Reserved for Rebecca and Noah Owen

Kroger will host 1 stand. Contact Toni at the store 824-5200 to reserve your spot and then fill out our confirmation form at www.bloomington.lemonadeday.org/stands

Kroger
3 reviews
4025 South Old State Road 37
Bloomington, IN 47401
(812) 824-5200
kroger.com

Marsh Store #3 1825 Kinser Pike
Availability for all central Indiana Marsh locations is online, first-come, first-serve:
https://lemonadedaystandlocations.eventbrite.com/#
You must also submit your Marsh location on our website: www.bloomington.lemonadeday.org/stands

Marsh Supermarket
3 reviews
1825 North Kinser Pike
Bloomington, IN 47404
(812) 335-6760
marsh.net

Marsh Store #55 3600 W. Third
Availability for all central Indiana Marsh locations is online, first-come, first-serve:
https://lemonadedaystandlocations.eventbrite.com/#
You must also submit your Marsh location on our website: www.bloomington.lemonadeday.org/stands

Bloomingfoods Downtown - 316 W 6th St
Hosting two stands, both are reserved

Holiday Inn Bloomington
Holiday Inn will host 1 stand. Contact General Manager Jeremy Brown to reserve the space and then will out our confirmation form at www.bloomington.lemonadeday.org/stands

Holiday Inn Bloomington
6 reviews
1710 North Kinser Pike
Bloomington, Indiana 47404
(812) 334-3252
holidayinn.com/bloomingtonin

Old National Bank - the Business Center
This is the only Old National Bank location available in 2013. Contact Kathy Madison 812.330.2662 to reserve the spot and then fill out our confirmation form at www.bloomington.lemonadeday.org/stands

Karst Farm Park
Fill out our form online at www.bloomington.lemonadeday.org/stands and we will confirm this location with you.

Karst Farm Park

3 reviews
5200 West Airport Road
Bloomington, IN 47403
(812) 825-9753
karstfarmpark.com

College Mall
College Mall will allow a few stands on May 18. Contact Nathan Elrod at 812.339.9370 to reserve a spot and then fill out our confirmation form at www.bloomington.lemonadeday.org/stands

College Mall
19 reviews
2894 East 3rd Street
Bloomington, IN 47401
(812) 339-3054
simon.com

IGA - 4681 W Richland Plaza
Contact IGA manager Tony at 812.876.4217 to secure your spot and then fill out our confirmation at www.bloomington.lemonadeday.org

Bobby's Colorado Steak House
Bobby's Colorado Steak House will be hosting a stand.

Bobby's Colorado Steak House
1635 North College Avenue
Bloomington, IN 47404
(812) 332-7552
bobbyscoloradosteakhouse.com

Regions Bank - East - 965 S College Mall Rd
Reserved for Talynn Kernsn

Contact Cindy Kinnarney at 812-337-2139 to reserve.

Regions Bank - Downtown - 417 W Kirkwood Ave
Contact Cindy Kinnarney at 812-337-2139 to reserve.

Bryan Park
Bryan Park is open to hosting stands. Please send us your specific location at the park via our website www.bloomington.lemonadeday.org/stands

- Inga Paegle - Reserved space by the parking lot near the older kids playground off of S. Henderson St.

-

Bryan Park
3 reviews
Bloomington, IN 47401

Bryan Park playground
The stand will be located by the parking lot near the older kids playground off of S. Henderson St.
9am-1pm

Bryan Park playground
Bloomington, IN 47401

Lemonade at Highlands Neighborhood Community
Garage Sale
Come and buy lemonade during the Highlands Neighborhood Community Garage Sale!
3641 S. Wickens Street

Java Shop - 3297 E Covenanter Dr
Reserved by Aisha Akhras

Business location at (Java Stop) 11am to 3 pm

Luna's Lemonade
Corner of N. Morton & W. 6th Ave at Janko's Little Zagreb 9:00 am - 3:00 pm

Janko's Little Zagreb
48 reviews
223 West 6th Street
Bloomington, IN 47404
(812) 332-0694
littlezagreb.com

NE Side of the B-Line at 6th Street
10:00 a.m.-4 p.m.

Argentum Jewelry - 205 N College Ave
Reserved by Dexter Griffin

O'Malia's - 512 S College Mall Rd
Reserved for Julie Dennis and her son Ryan

Availability for all central Indiana Marsh locations is online, first-come, first-serve:
https://lemonadedaystandlocations.eventbrite.com/#
You must also submit your Marsh location on our website: www.bloomington.lemonadeday.org/stands

Board of Public Works
Staff Report

Project/Event: Plat approvals: Landmark Business Center Phase VII and Patterson Pointe, Final Plat Expansion & Amendment 2

Lots 2 & 4 Amendment 3

Staff Representative: Rick Alexander

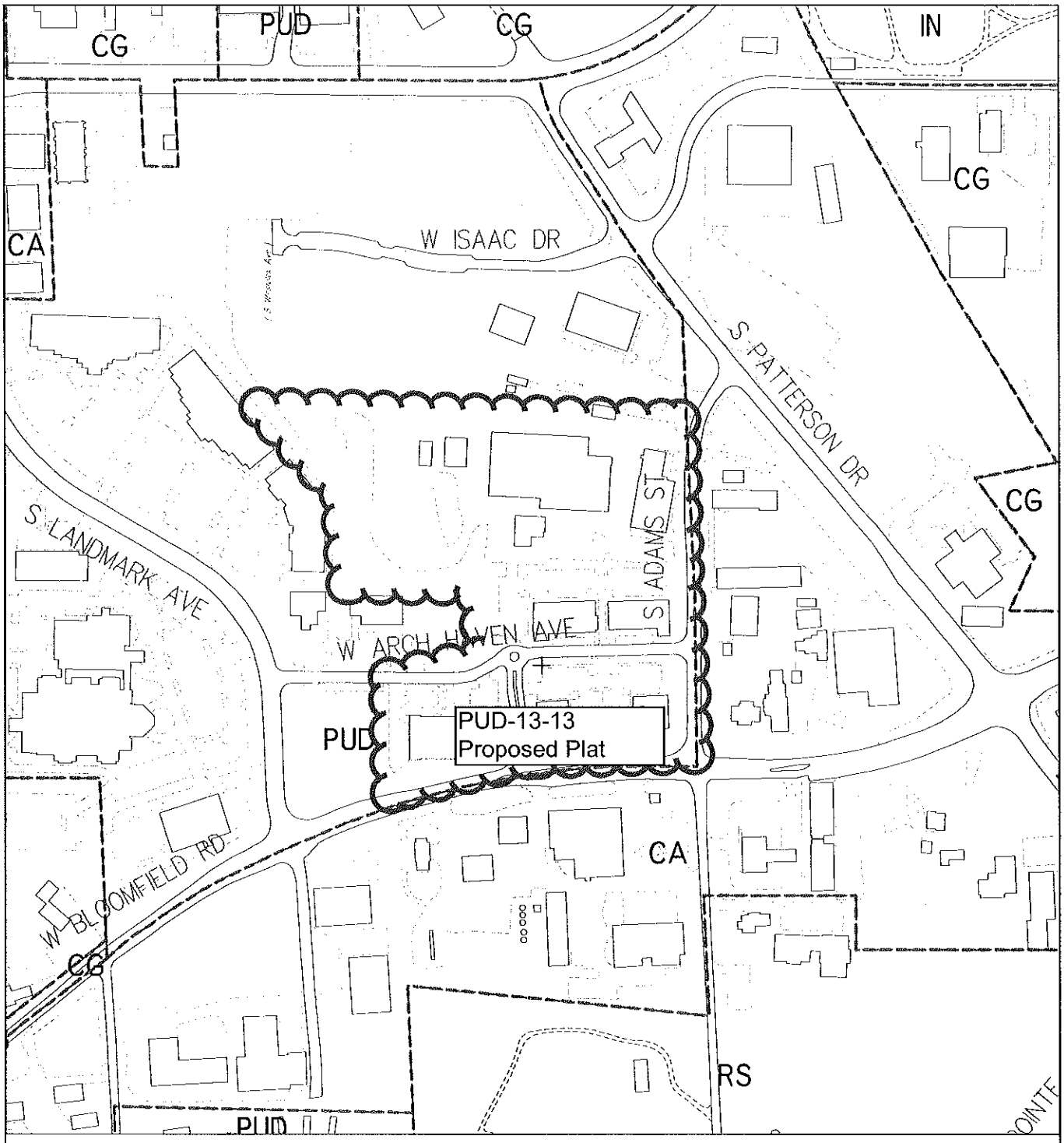
Petitioner/Representative: Trinitas/Bynum Fanyo and Associates

Date: April 24, 2013

Report: The property is located within 2 Planned Unit Developments, Patterson Pointe and Landmark II. All lots being amended were originally parts of various phases of the Landmark Business Center subdivision. Lot 1 was part of the Landmark II PUD but became part of the Patterson Pointe PUD in 2010 (PUD-29-09). The changes to the Landmark Business Center are as follows: Lot 1 – Landmark lot dedicates ROW for the new road Milieu Drive and a utility easement added. Lot 2 – Patterson Point PUD lot also dedicates ROW for Milieu and adds utility easements. Lot 3 – size increases. Contains existing detention pond and adds easements. Lots 14, 15 have no changes. Lots 16, 17 add private utility easements. The private street, South Dolimah Avenue, is also shown on the plat and will be built to city standards and may be dedicated to the city in the future should it ever be extended to the south. An easement is being provided at the south end of Westplex should it ever be extended to Landmark. The plat also transfers land from Lot 1 to Lot 3 so that soil required to be remediated will no be on Lot 1 allowing financing of Lot 1 to be more feasible.

Recommendation and Supporting Justification: These two plats are linked together and will need to be recorded simultaneously. All right of way for Adams, Patterson and 2nd/Bloomfield Rd was dedicated with previous plats. Right of way for Milieu is being dedicated with both plats. Future right of way is set aside for later dedications of both Dolimah and Westplex should their development become realistic possibilities. Bonding for West Milieu Drive has been established at $283,000.(attached) The developers are also required to post a bond for a future signal which would potentially be at the intersection of Patterson and Isaac/Old W 3rd in the amount of $218,350. (attached). The City Engineer has reviewed and approved the bond amounts. Staff recommends approval of the plats.

Recommend ☒ **Approval** ☐ **Denial by** Richard Alexander



PUD-13-13
Location Map

City of Bloomington
Planning

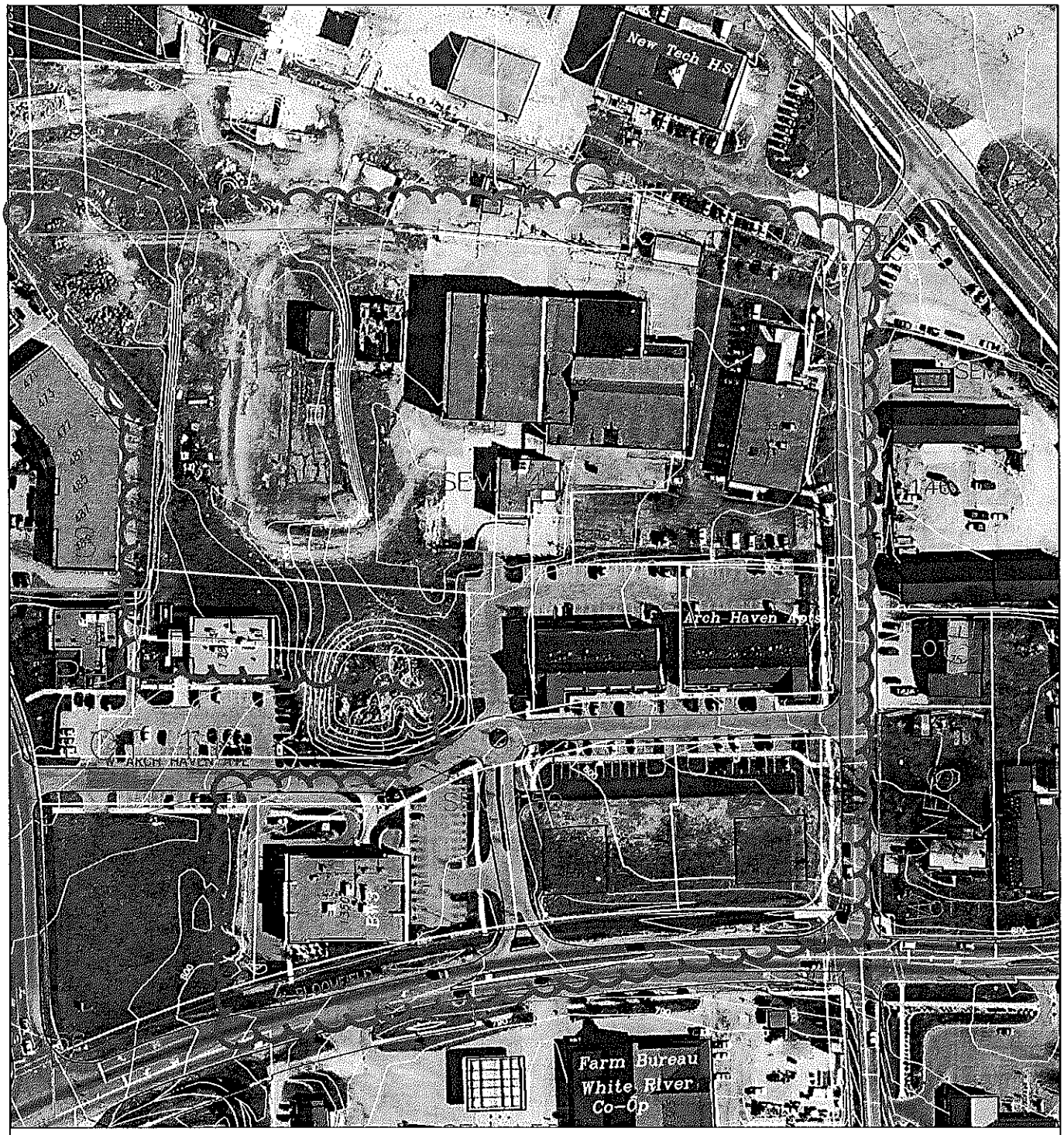
By: roachja
5 Apr 13

300 0 300 600 900

N

Scale: 1" = 300'

For reference only; map information NOT warranted.



PUD-13-13
2011 Aerial Photo

By: roachja
5 Apr 13

150 0 150 300 450

N

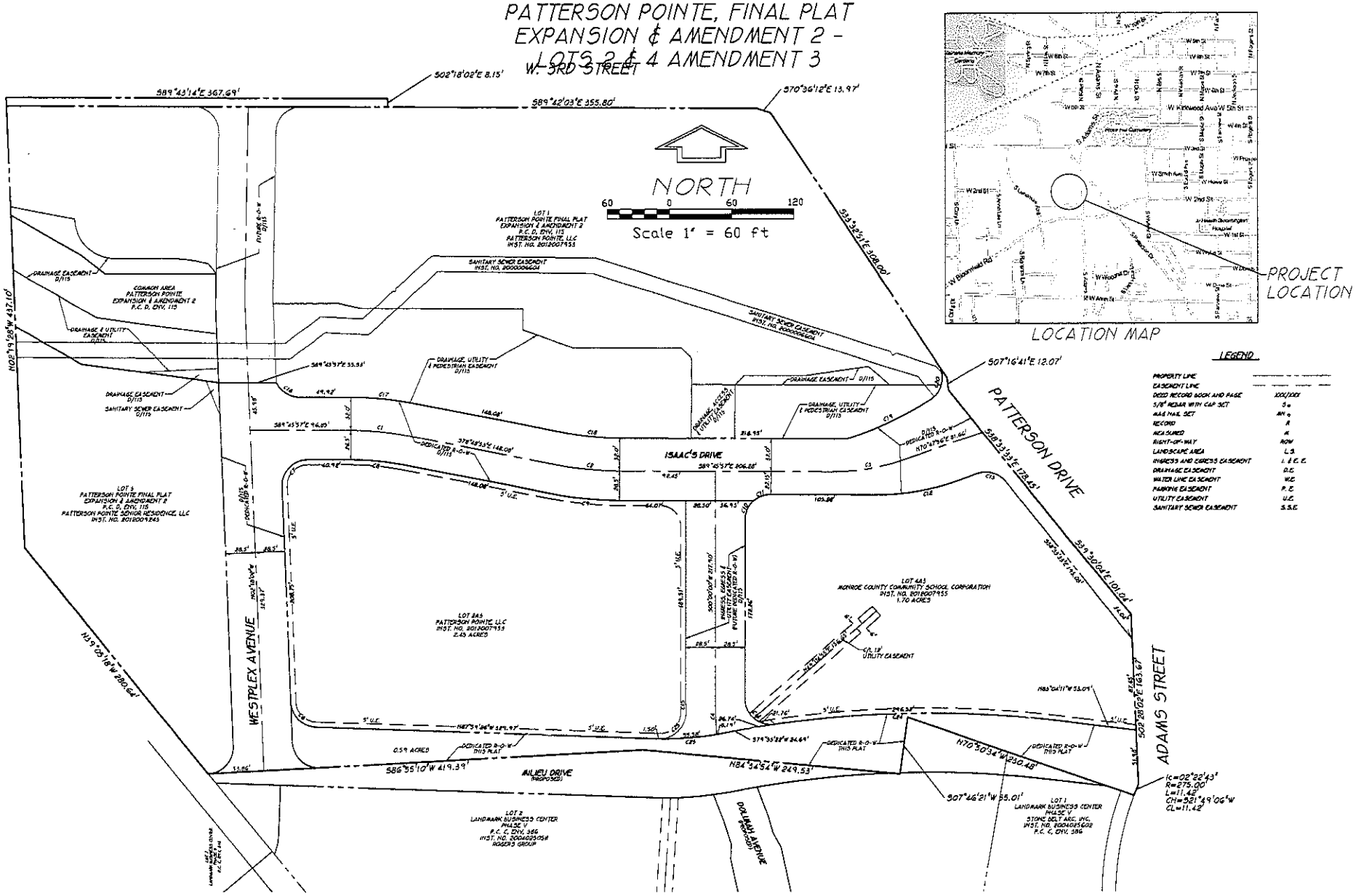
City of Bloomington
Planning

Scale: 1" = 150'

For reference only; map information NOT warranted.

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

PATTERSON POINTE, FINAL PLAT EXPANSION & AMENDMENT 2 - LOTS 2 & 4 AMENDMENT 3



I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Douglas R. Curry

This instrument prepared by Douglas R. Curry.

FLOOD NOTE:

According to the Flood Insurance Rate Map (FIRM) having Number 18105C0141D and an Effective Date of December 17, 2010, subject Property is not in a special flood hazard area.

Source: FEMA

PATTERSON POINTE, FINAL PLAT, EXPANSION AMENDMENT 2 - LOTS 2 & 4 AMENDMENT 3
JOB NO. 401216
MARCH 1, 2013
SHEET 1 OF 2

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

PATTERSON POINTE, FINAL PLAT EXPANSION & AMENDMENT 2 - LOTS 2 & 4 AMENDMENT 3

SOURCE OF TITLE: Instrument Number 2012007955 & 2012007953

OWNERS: Monroe County School Corporation. - Lot 4, Patterson Pointe, LLC - Lot 2

ZONING: PUD

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

Monroe County Community School Corporation & Patterson Pointe, LLC, the owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as PATTERSON POINTE, FINAL PLAT, EXPANSION AMENDMENT 2 - LOTS 2 & 4 AMENDMENT 3, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

Front and side yard building setback lines are established as shown on the plat, between which lines and the property lines of the adjacent streets no building or other structure shall be erected or maintained.

The strips of ground that are shown on the plat and marked "easement" are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. Buildings or other structures shall not be erected or maintained on these strips.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number _____ in the Office of the Recorder of Monroe County, Indiana.

Monroe County Community School Corporation

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

Patterson Pointe, LLC

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

Legal Description

Lots 2 & 4 of Patterson Pointe, Final Plat, Expansion & Amendment 2 as recorded in Plat Cabinet D, Envelope 115 as Instrument number 2012007822 in the Office of the Recorder, Monroe County, Indiana

CERTIFICATE OF APPROVAL OF COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority of Chapter 174 -Acts of 1947- enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington, as follows:

Approved by the City Plan Commission at a meeting held _____, 2013.

_____
(Tom Micuda)

_____
(Jack Baker) President Bloomington Plan Commission

Approved by the Board of Public Works at a meeting held _____, 2013

_____ _____
(Chairperson) (Member)

_____
(Member)

EASEMENT DEFINITIONS

Easement: A non-possessory interest in land granted by a property owner to the City, the general public, a corporation, or other persons for specific purposes including but not limited to the construction of utilities, drainage ways, and streets, or for the protection of natural features.

Easement, Drainage: An easement that permits the unobstructed flow of upstream storm water runoff. A drainage easement may include detention or retention ponds, swales, wetlands or underground pipes, and which allows the City Utilities Department access for installation, maintenance, repair or removal of drainage facilities.

Easement, Pedestrian: An easement that permits the general public the right to access the easement for purposes of walking, running, bicycling, skating, or utilizing certain classes of non-motorized vehicles, and grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area.

Easement, Sanitary Sewer: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.

Easement, Utility: An easement that allows both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

Easement, Water line: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	10°57'04"	292.00	55.81	S84°17'25"E	55.73
C2	10°57'04"	308.00	58.87	S84°17'25"E	58.78
C3	19°26'07"	200.00	67.84	N80°30'59"E	67.52
C4	04°08'19"	500.00	36.12	S02°04'10"E	36.11
C5	89°12'43"	25.60	39.86	N42°32'20"E	35.95
C6	85°41'24"	25.00	37.39	N45°08'44"W	34.00
C7	92°38'45"	25.00	40.38	N43°58'20"E	36.13
C8	10°57'04"	263.50	50.36	S84°17'25"E	50.29
C9	10°57'04"	336.50	64.32	S84°17'25"E	64.22
C10	48°28'20"	25.00	21.15	N24°14'10"E	20.52
C11	41°45'43"	25.00	18.22	N69°21'11"E	17.82
C12	23°37'23"	230.00	96.17	N78°15'21"E	95.47
C13	75°09'47"	25.00	32.80	S76°08'27"E	30.49
C14	96°16'00"	25.00	42.88	N43°08'00"W	37.81
C15	01°34'00"	528.50	14.45	N00°47'00"W	14.45
C16	62°41'04"	25.00	27.35	S57°21'59"E	26.01
C17	10°57'04"	324.00	61.93	S84°17'25"E	61.83
C18	10°57'04"	276.00	52.75	S84°17'25"E	52.67
C19	15°52'20"	328.61	89.12	N65°05'01"E	88.85
C20	90°51'42"	25.00	39.65	N11°53'00"E	35.62
C21	89°17'02"	25.00	38.96	N45°39'26"E	35.13
C22	90°42'58"	25.00	39.58	N44°20'34"W	35.58
C23	13°08'28"	271.50	62.27	S85°26'20"W	62.13
C24	18°00'30"	1028.50	323.26	S89°14'53"W	321.94
C25	93°15'34"	25.00	40.69	S45°03'47"W	36.35

CERTIFICATE OF SURVEYOR

I, Douglas R. Curry, hereby certify that I am a professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly representrs a survey completed by me on _____, 2013; that all the monuments shown thereon actually exist; and that their location, size, type, and material are accurately shown.

_____
Douglas R. Curry Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
(812) 332-8030

DOUGLAS R. CURRY No. 890006 STATE OF INDIANA LAND SURVEYOR

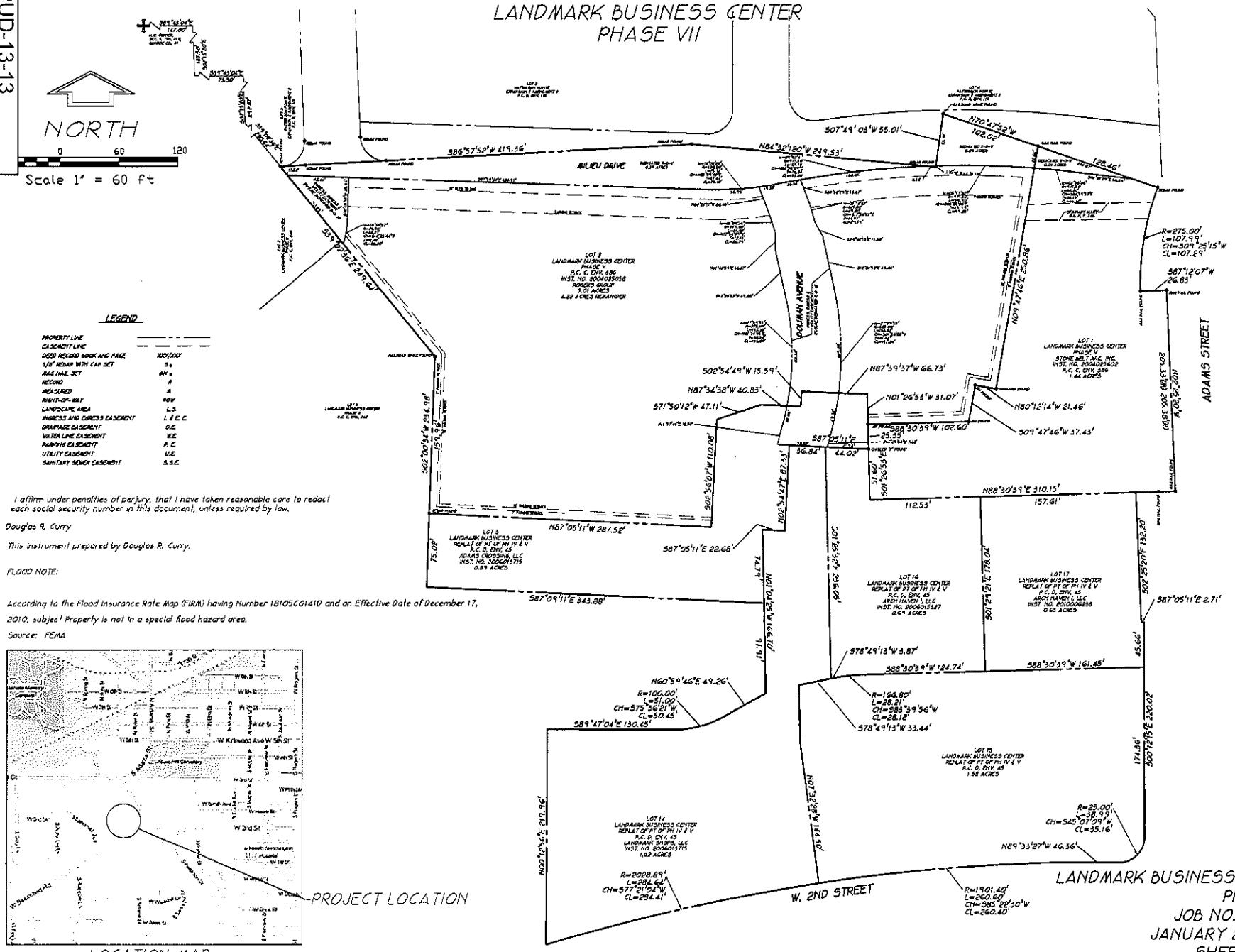
PATTERSON POINTE, FINAL PLAT, EXPANSION AMENDMENT 2 - LOTS 2 & 4 AMENDMENT 3
JOB NO. 401216
MARCH 1, 2013
SHEET 2 OF 2

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

PUD-13-13
Proposed Plat

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

LANDMARK BUSINESS CENTER
PHASE VII



LEGEND

PROPERTY LINE	
EASEMENT LINE	
DEED RECORD BOOK AND PAGE	XXX/XXX
5/8" REBAR WITH CAP SET	S
MAG NAIL SET	AN
RECORD	R
MEASURED	A
RIGHT-OF-WAY	ROW
LANDSCAPE AREA	L.S.
INGRESS AND EGRESS EASEMENT	I. & E. E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.E.
PARKING EASEMENT	P.E.
UTILITY EASEMENT	U.E.
SANITARY SEWER EASEMENT	S.S.E.

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Douglas R. Curry

This instrument prepared by Douglas R. Curry.

FLOOD NOTE:

According to the Flood Insurance Rate Map (FIRM) having Number 18105C0141D and an Effective Date of December 17, 2010, subject Property is not in a special flood hazard area.

Source: FEMA

PROJECT LOCATION

LOCATION MAP

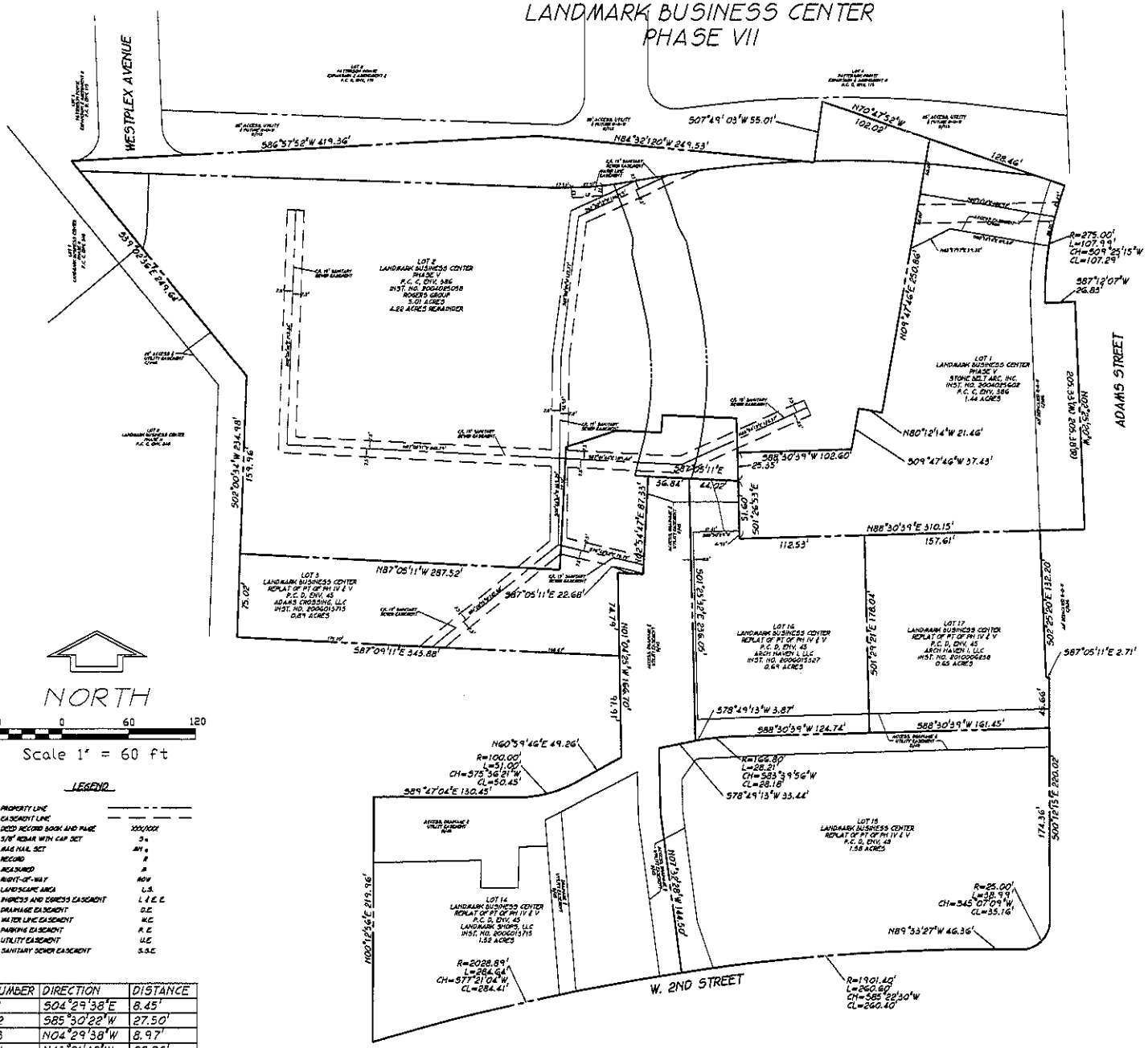
LANDMARK BUSINESS CENTER
PHASE VII
JOB NO. 401216
JANUARY 24, 2013
SHEET 1 OF 5

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

PUD-13-13
Proposed Plat

LANDMARK BUSINESS CENTER
PHASE VII



NORTH

60 0 60 120

Scale 1" = 60 ft

LEGEND

PROPERTY LINE	
EASEMENT LINE	
DEED RECORD BOOK AND PAGE	XXX/XXX
5/8" REBAR WITH CAP SET	5/8
MAG NAIL SET	MAG
RECORD	R
MEASURED	M
RIGHT-OF-WAY	ROW
LANDSCAPE AREA	L.S.
INGRESS AND EGRESS EASEMENT	I.E.E.E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.E.
PARKING EASEMENT	P.E.
UTILITY EASEMENT	U.E.
SANITARY SEWER EASEMENT	S.S.E.

NUMBER	DIRECTION	DISTANCE
L1	S04°29'38"E	8.45'
L2	S85°30'22"W	27.50'
L3	N04°29'38"W	8.97'
L4	N43°21'42"W	22.86'

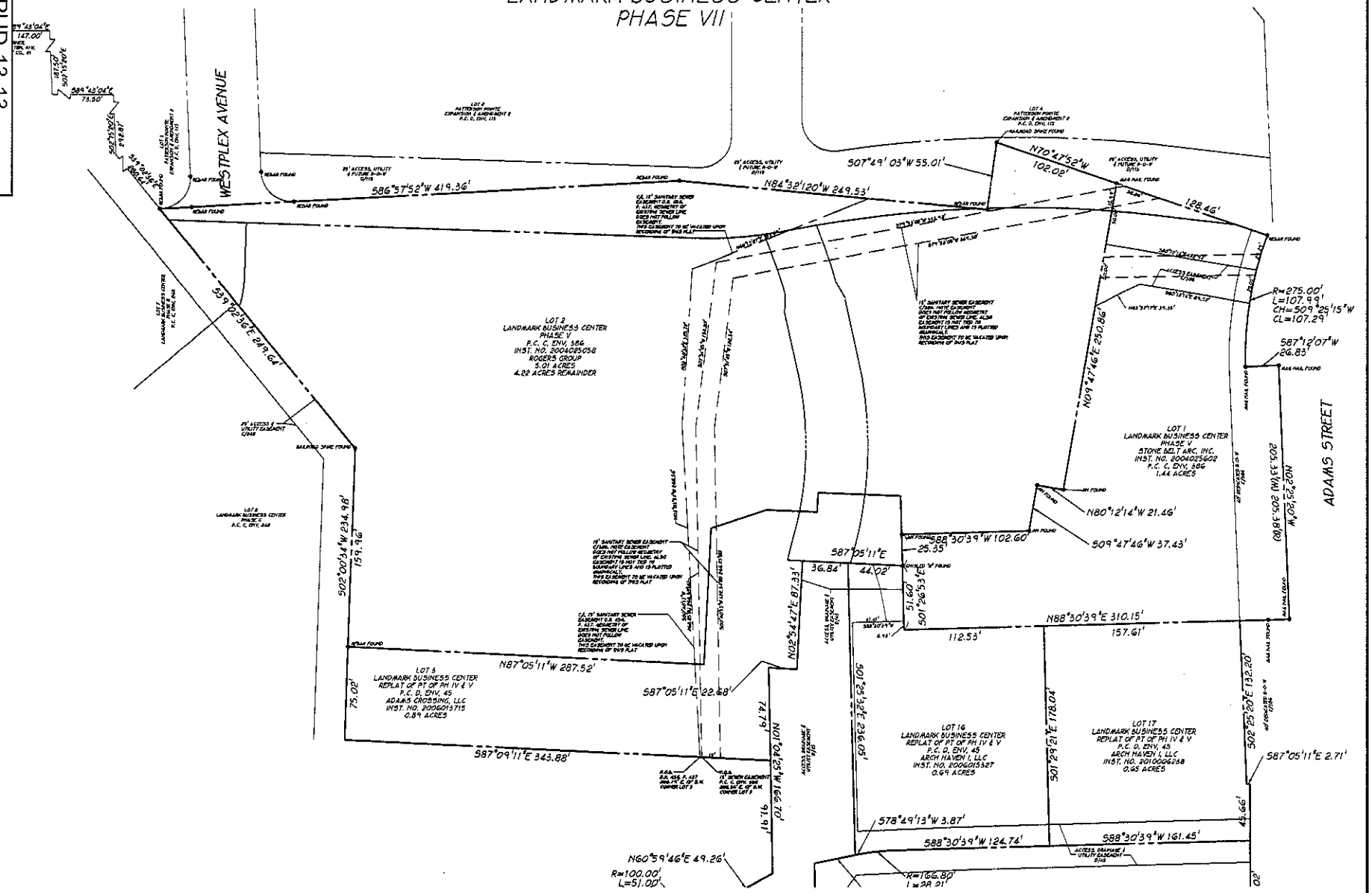
LANDMARK BUSINESS CENTER
PHASE VII
JOB NO. 40121G
JANUARY 24, 2013
SHEET 2 OF 5

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

PUD-13-13
Proposed Plat

LANDMARK BUSINESS CENTER
PHASE VII



LANDMARK BUSINESS CENTER
PHASE VII
JOB NO. 5013002
JANUARY 24, 2013
SHEET 4 OF 5

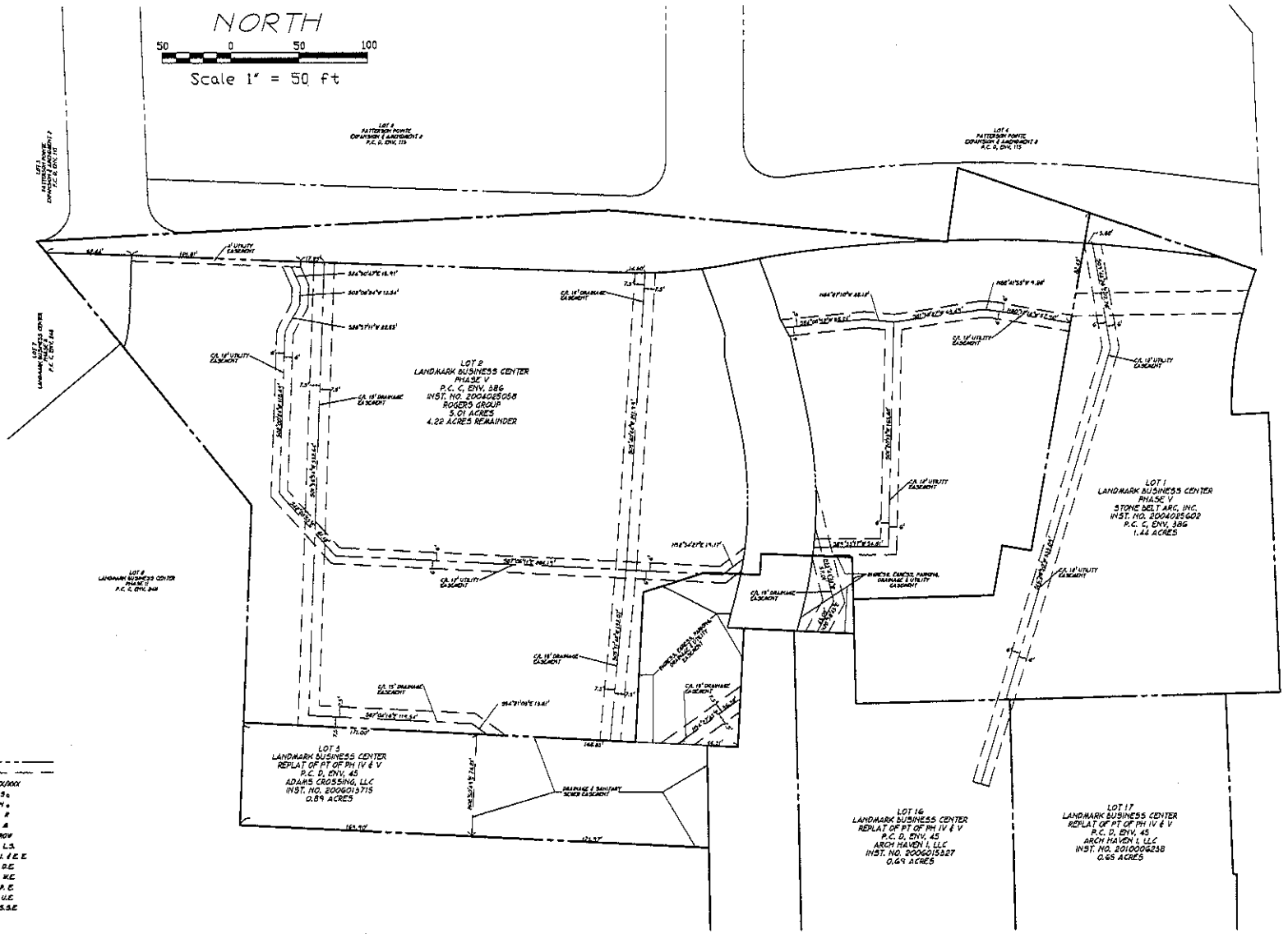
PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

22

PUD-13-13
Proposed Plat

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

LANDMARK BUSINESS CENTER
PHASE VII



LEGEND

PROPERTY LINE	
EASEMENT LINE	
DEED RECORD BOOK AND PAGE	XXX/XXX
5/8" REBAR WITH CAP SET	⊙
RAIL NAIL SET	AN ●
RECORD	R
MEASURED	M
RIGHT-OF-WAY	ROW
LANDSCAPE AREA	L.S.
INGRESS AND EGRESS EASEMENT	I. & E. E.
DRAINAGE EASEMENT	D.E.
WATER LINE EASEMENT	W.E.
PARKING EASEMENT	P. E.
UTILITY EASEMENT	U.E.
SANITARY SEWER EASEMENT	S.S.E.

LANDMARK BUSINESS CENTER
PHASE VII
JOB NO. 401216
JANUARY 24, 2013
SHEET 3 OF 5

PREPARED BY BYNUM FANYO & ASSOCIATES INC. 528 N. WALNUT ST. BLOOMINGTON, IN. 47404

23

PUD-13-13
Proposed Plat

LANDMARK BUSINESS CENTER
PHASE VII

RSE OF TITLE: Instrument Number 2004025058, 2006013715 & 2004025602, 2006015327 & 20100006238

ER: Stone Belt Arc, Inc. - Lot 1, Rogers Group, Inc. - Lot 2 & Adams Crossing, LLC - Lot 3 ch Haven I, LLC - Lots 16 & 17

NG: PUD

undersigned, as owners of the real estate described on this plat, for and in sideration of the City of Bloomington, Indiana, granting to the undersigned the right p into and connect to the sewer system of the City of Bloomington for the ose of providing sewer service to the described real estate, now release the right e undersigned as owners of the platted real estate and their successors in title monstrate against any pending or future annexation by the City of Bloomington, na, of such platted real estate.

e Belt Arc, Inc., Rogers Group, Inc. & Adams Crossing, LLC & Arch Haven I, LLC wners of the real estate shown and described herein, does hereby layoff, plat and vide said real estate in accordance with the within plat.

This subdivision shall be known and designated as LANDMARK BUSINESS CENTER, PHASE VII, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

Front and side yard building setback lines are established as shown on the plat, between which lines and the property lines of the adjacent streets no building or other structure shall be erected or maintained.

The strips of ground that are shown on the plat and marked 'easement' are owned by the owners of the lots that they respectively affect, subject to the rights of public utilities for the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires. Buildings or other structures shall not be erected or maintained on these strips.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number _____ in the Office of the Recorder of Monroe County, Indiana.

Stone Belt Arc, Inc.

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

Rogers Group, Inc.

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

Adams Crossing, LLC

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

Legal Description

Lots 1 & 2 of Landmark Business Center, Phase V, as recorded in Plat Cabinnet C, Envelope 386 as Instrument number 2004025058 and Lot 3 of Landmark Business Center Replat of Part of Phase IV and V, as recorded in Plat Cabinet D, Envelope 45 as Instrument number 2006013715, both being in the Office of the Recorder, Monroe County, Indiana

CERTIFICATE OF SURVEYOR

I, Douglas R. Curry, hereby certify that I am a professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly representrs a survey completed by me on _____, 2013; that all the monuments shown thereon actually exist; and that their location, size, type, and material are accurately shown.

_____
Douglas R. Curry Indiana L.S. No. 890006
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404
(812) 332-8030

EASEMENT DEFINITIONS

Easement: A non-possessory interest in land granted by a property owner to the City, the general public, a corporation, or other persons for specific purposes including but not limited to the construction of utilities, drainage ways, and streets, or for the protection of natural features.

Easement, Drainage: An easement that permits the unobstructed flow of upstream storm water runoff. A drainage easement may include detention or retention ponds, swales, wetlands or underground pipes, and which allows the City Utilities Department access for installation, maintenance, repair or removal of drainage facilities.

Easement, Pedestrian: An easement that permits the general public the right to access the easement for purposes of walking, running, bicycling, skating, or utilizing certain classes of non-motorized vehicles, and grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area.

Easement, Sanitary Sewer: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.

Easement, Utility: An easement that allows both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.

Easement, Waterline: An easement that allows the City Utilities Department exclusive access for installation, maintenance, repair, or removal of potable water facilities.

Arch Haven I, LLC

Signed and Sealed _____, 2013.

_____
Signature

_____ _____
Name Printed Office

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared _____, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this _____ day of _____, 2013.

_____ _____
County of Residence Commission Expiration

_____ _____
Notary Public, Written Notary Public, Printed

CERTIFICATE OF APPROVAL
OF COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority of Chapter 174 -Acts of 1947- enacted by the General Assembly of the State of Indiana and Ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington, as follows:

Approved by the City Plan Commission at a meeting held _____, 2013.

_____
(Tom Micuda)

_____
(Jack Baker) President Bloomington Plan Commission

Approved by the Board of Public Works at a meeting held _____, 2013

_____ _____
(Chairperson) (Member)

_____
(Member)

LANDMARK BUSINESS CENTER
PHASE VII
JOB NO. 5013002
JANUARY 24, 2013
SHEET 5 OF 5

24

Patterson Point and Patterson Park

Estimate for proposed TIF funding

Prepared by Smith Neubecker and Associates and Bynum Fanyo Associates

30-Jan-13

Traffic Signal at Patterson and Adams Street

#	item description	unit	quantity	price	extension
1	Traffic Signal	ls	1	$150,000.00	$150,000.00
2	Signal Design and Construc	ls	1	$35,000.00	$35,000.00
3	Pavement markings etc	ls	1	$3,500.00	$3,500.00
4	Add Pedestrian signals to 3	ls	1	$10,000.00	$10,000.00
	subtotal				$198,500.00
	contingency			10%	$19,850.00
	~~sub~~total				$218,350.00

PATTERSON POINTE MILIEU DRIVE PUBLIC RIGHT-OF-WAY IMPROVEMENT QUANTITIES/ESTIMATE

April 11, 2013

	Unit	Quantity	Unit Price	Total Price
ROAD PAVEMENT BITUMINOUS SURFACE (1.5")	247	TON	$70.00	$17,290.00
ROAD PAVEMENT BITUMINOUS BINDER (3")	288	TON	$55.00	$15,840.00
ROAD PAVEMENT BITUMINOUS BASE (3")	397	TON	$60.00	$23,820.00
ROAD COMPACTED AGGREGATE SIZE NO. 53 (7")	948	TON	$16.00	$15,168.00
24" CURB & GUTTER	1,417	LFT	$17.00	$24,089.00
CONCRETE SIDEWALK (4")	682	SYD	$33.00	$22,506.00
CONCRETE SIDEWALK COMPACTED AGGREGATE SIZE NO. 53 BASE (4")	153	TON	$16.00	$2,448.00
5' WIDE ADA ACCESSIBLE CURB RAMP W/ DETECTABLE WARNINGS	6	EA	$1,500.00	$9,000.00
5' WIDE ADA ACCESSIBLE CURB RAMP	2	EA	$200.00	$400.00
STORM SEWER - 15" DUAL WALL HDPE PIPE	98	LFT	$31.00	$3,038.00
STORM SEWER - 12" DUAL WALL HDPE PIPE	361	LFT	$27.50	$9,927.50
STORM SEWER - INDOT CURB INLET TYPE 'J'	8	EA	$2,200.00	$17,600.00
STORM SEWER - INDOT CURB INLET TYPE 'C'	2	EA	$2,700.00	$5,400.00
STORM SEWER - MANHOLE	2	EA	$2,800.00	$5,600.00
STORM SEWER - 6" PERFORATED ROAD UNDERDRAIN WITH SOCK AND #8 STONE	862	LT	$21.00	$18,102.00
WATER MAIN - 6" DIP AND FITTINGS	22	LFT	$30.00	$660.00
WATER MAIN - 8" DIP AND FITTINGS	945	LFT	$38.00	$35,910.00
WATER MAIN - 8" TAPPING SLEEVE	1	EA	$800.00	$800.00
WATER MAIN - 8"x8"x8" TEE	2	EA	$500.00	$1,000.00
WATER MAIN - FIRE HYDRANT & ACCESSORIES	1	EA	$2,750.00	$2,750.00
WATER MAIN - GATE VALVE AND ACCESSORIES	8	EA	$1,750.00	$14,000.00
WATER MAIN - TESTING & DISINFECTION	1	LS	$2,500.00	$2,500.00
SANITARY SEWER MAIN - 48" DIA. MANHOLE CASTING ADJUSTMENT AND CUSTOM BARREL SECTION	1	EA	$1,500.00	$1,500.00
12" WIDE PAINT PARKING STRIPING - CROSS HATCH	84	LFT	$2.25	$189.00
4" WIDE PAINT PARKING STRIPING	466	LFT	$1.25	$582.50
LANDSCAPING - STREET TREE PLANTING	37	EA	$165.00	$6,105.00
SPEED LIMIT SIGN	4	EA	$350.00	$1,400.00
			SUB-TOTAL=	$257,625.00

MILIEU DRIVE PUBLIC IMPROVEMENTS TOTAL

SUB-TOTAL=	$257,625.00
10% CONTINGENCY=	$25,762.50
TOTAL=	$283,387.50
ESTIMATED COSTS=	$283,000.00

City of Bloomington
Housing and Neighborhood Development

City of Bloomington
H.A.N.D.

Board of Public Works

Meeting Date: 07 May 2013

Petition Type: Permission to Abate property

Address: 015-12 865-00 Broadview Lot 72; commonly known as 2504 ½ S. Milton Dr.

Petitioner: Housing and Neighborhood Development

Inspector: Michael Arnold

Staff Report:

23 August 2012	Investigated complaint of unsafe structure
20 August 2012	Sent Order to Remove Unsafe Structure
10 October 2012	Sent letter on procedure to request additional time to comply
22 October 2012	Sent new Order to Remove with new deadline for completion.
31 January 2013	Deadline for removal
05 February 2013	Sent and posted past due notice
04 March 2013	Letter from Legal Department
01 April 2013	Message received from Owner's daughter
24 April 2013	Request to Abate

HAND received a complaint regarding an unsafe structure at 2504½ S. Milton Dr. During a drive by inspection it was noted that a large tree had fallen on the mobile home on the back portion of this lot. This Order to Remove is for the mobile home known as 2504½ S. Milton Dr. only. BPW grant an extension of time to 31 January 2013. HND sent a past due notice in February and Legal sent a past due letter in March. Received a message from the owner's daughter regarding progress. Have tried three times to contact daughter but unable to get through or leave a message.

Deadline: None

Attachments: Photos, Order, BPW Notice

Corporation Counsel
Margie Rice

City Attorney
Vickie Renfrow

City of Bloomington
Legal Department

Assistant City Attorneys
Susan Failey
Barbara E. McKinney
Jacquelyn F. Moore
Patricia M. Mulvihill
Michael M. Rouker

March 4, 2013

Penny Elaine
2504 South Milton Drive
Bloomington, Indiana 47403

Re: Property located at 2504 ½ South Milton Street

Dear Ms. Elaine:

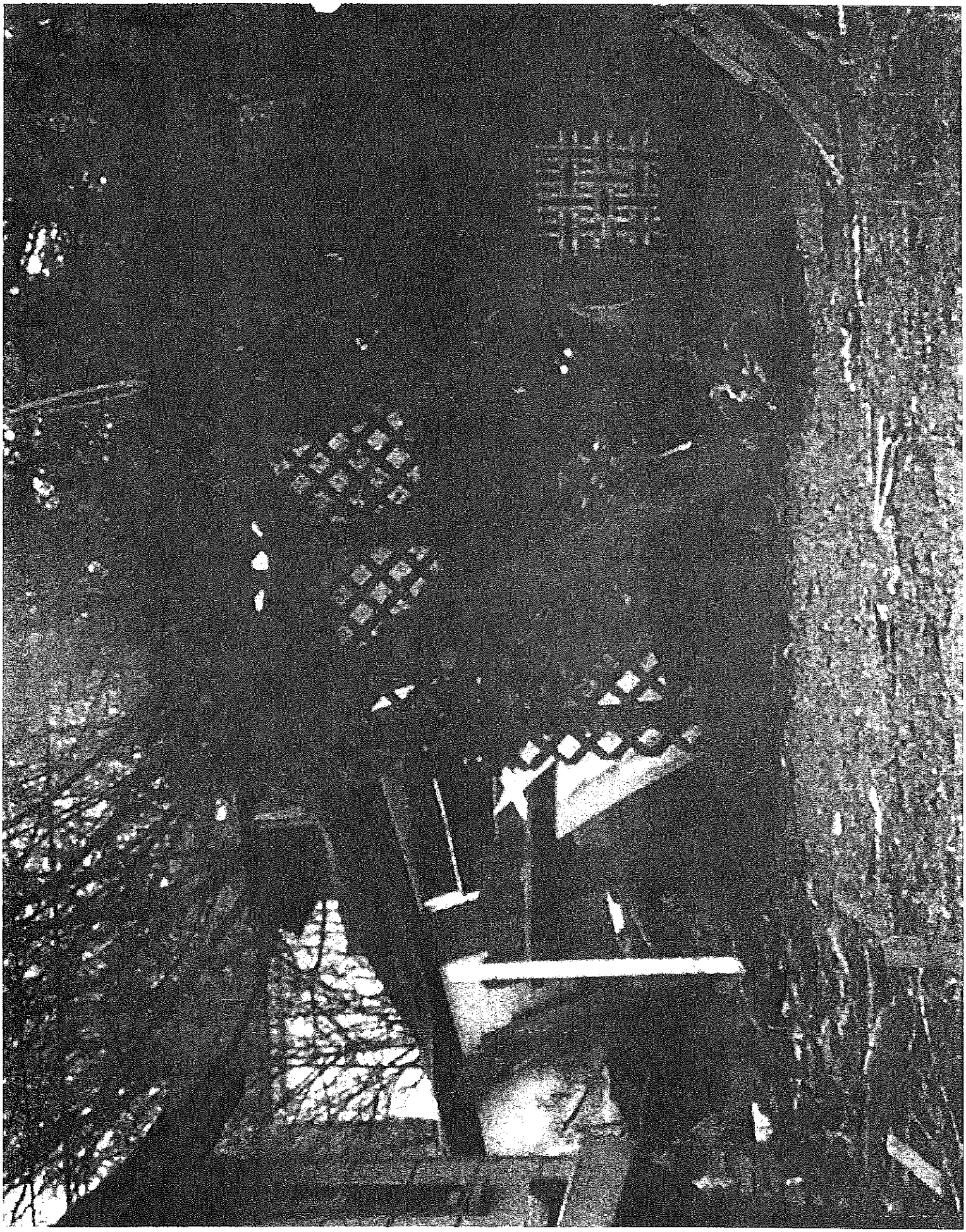
On November 20, 2012, the City of Bloomington Board of Public Works granted you an extension of time to remove the unsafe structure, and corresponding debris, from the above-referenced property. Your new compliance date was January 31, 2013. To date, the property remains in an unsafe condition.

If the structure and the relevant debris are not removed in compliance with the Order to Remove issued by the Board of Public Works on or before April 5, 2013, the City will seek permission to bring the property into compliance itself. Should the City have to remedy the violation itself any costs associated with said endeavor will be reduced to a lien against your property.

Please contact Mike Arnold at the City's Housing and Neighborhood Development Department at (812) 349-3401 to discuss this matter.

Sincerely,

Patricia M. Mulvihill
Assistant City Attorney



2504 1/2 S MILTON DR OMAR13

City of Bloomington
Housing and Neighborhood Development

05 February 2013

Penny Elaine
2504 S. Milton Dr.
Bloomington IN 47403

Re: 015-12865-00 Broadview Park Lot 72; commonly known as 2504½ S. Milton St.

Dear Ms. Elaine:

On 20 November 2012, the Board of Public Work (BPW) granted an extension of time until 31 January 2013 to remove the unsafe structure located at 2504½ S. Milton St. St. To date, the structure has not been removed.

If the structure is not removed and in compliance with the Orders to Remove as approved by BPW by 01 March 2013, then an extension of time request, to be heard by BPW, shall be submitted that outlines the time frame in which the work is to be completed. If you have questions regarding this issue, please contact me at 349-3504.

Sincerely,

Michael Arnold
Neighborhood Compliance Officer
City of Bloomington

City of Bloomington
Public Works Department

Notice of Board Action

21 November 2012

Penny Elaine
2504 S. Milton Dr.
Bloomington IN 47403

Re: Order to remove structure at 015-12865-00 Broadview Park Lot 72; commonly known as 2504½ S. Milton Dr.

Dear Penny Elaine

The Board of Public Works upheld the Order to Remove the unsafe structure at. 015-12865-00 Broadview Park Lot 72; commonly known as 2504½ S. Milton Dr., at the 20 November 2012 meeting. **The deadline for removal is 31 January 2013.**

All permits required for said repair shall be obtained by the owners of this property prior to repair. The permits can be obtained from the Monroe County Building Department in the Monroe County Courthouse.

All inquiries concerning this matter can be addressed to Michael Arnold, Neighborhood Compliance Officer of Housing and Neighborhood Development 812-349-3420.

Sincerely,

Susie Johnson,
Director of Public Works

401 N. Morton Street • Bloomington, IN 47404 City Hall Phone: (812) 349-3410 • Fax: (812) 349-3520
www.bloomington.in.gov
e-mail: public.works@bloomington.in.gov

City of Bloomington
Housing and Neighborhood Development

ORDER TO REMOVE

22 October 2012

Penny Elaine
2504 S. Milton St.
Bloomington IN 47403

Re: 015-112865-00 Broadview Park Lot 72, commonly known as 2504½ S. Milton St.

Dear Penny Elaine,

The City of Bloomington's Housing and Neighborhood Development Department ("HAND"), under Indiana Code section 36-7-9-5 issues this Order to Remove. When it issues such an order, HAND is required to give all substantial property interest holders in the above-referenced property notice of this Order to Remove.

You have until 31 January 2013 to remove the debris and structure known as 2504½ S. Milton St. from the property it shares with 2504 S. Milton St., Bloomington Indiana.

A hearing will be held on this matter on 20 November 2012 at 5:30 pm in the Council Chambers of City Hall, located in the Showers Building at 401 North Morton Street, Bloomington, Indiana. You have the right to appear at this hearing and represent yourself, or you can appear with an attorney on your behalf. It is your right to present evidence, cross-examine opposing witnesses and present your own arguments and witnesses at this hearing.

If you fail to remove what is required in accordance with this order, the following may occur:

1. HAND may have to hire a contractor to fulfill the obligations of the Order to Remove.
2. HAND may fulfill the obligations of the Order to Remove itself.
3. If HAND has to hire a contractor to fulfill the obligations of the Order to Remove, or must fulfill the obligations of the Order to Remove itself, each person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises from the date of this Order to Remove to the time that the work is completed, is jointly and severally responsible for certain costs; including the actual cost of the work performed and reasonable processing expenses.

4. If any assessed costs remain unpaid, HAND shall seek a judgment in the Monroe Circuit Court against any and all of the aforementioned parties. The judgment is then a debt and lien on all real and personal property of each named individual.

After you have been issued and received notice of this Order and you have not complied, you are required under Indiana Code § 36-7-9-27, to supply full information regarding this Order to a person who takes or agrees to take a substantial property interest in the unsafe property before transferring or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe property, you are required to provide to HAND written copies of the full name, address, and telephone number of the person taking a substantial property interest in the property, and written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished.

If you have any questions concerning this Order to Remove, please, do not hesitate to contact me at (812) 349-3420.

I hereby affirm, to the best of my knowledge, under the penalties of perjury, that the foregoing representation is true.

Lisa Abbott
Director
Housing and Neighborhood Development
401 North Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401

State of Indiana)
)SS:
County of Monroe)

Subscribed and sworn to before me a Notary Public this 17th day of August 2012.

Janet E Roberts
Name of Notary Public

Janet E Roberts
Signature of Notary Public

Monroe
Notary Public's County of Residence

4/22/15
Notary's Commission Expires

CITY OF BLOOMINGTON
NOTICE OF ORDINANCE VIOLATION

Date NOV issued:	**22 October 2012**
Person(s) NOV issued to:	**Penny Elaine**
Date violation discovered:	**23 August 2012**
Location/address of violation:	**015-12865-00 Broadview Park Lot 72, commonly known as 2504½ S. Milton St.**

Nature of violation/code provision violated: **Bloomington Municipal Code (BMC) § 17.16**

Inspector's Report

A complaint was received regarding damage or unsafe conditions at this address. The following is required to bring the structure into compliance:

1. The Monroe County Building Department shall be contacted to determine if any permits are required for the work necessary to bring this property and structure into compliance with this Order.
2. The structure known as 2504½ S Milton shall be removed as well as all debris and the tree that caused the damage.
3. HAND shall be notified when work is completed at this location

Relevant Code Citations

BMC § 17.16.020 adopts Indiana Code §§ 36-7-9-1—36-7-9-28 by reference. Indiana Code § 36-7-9-4, Unsafe building and unsafe premises described, states in section (a) "For purposes of this chapter, a building or structure, or any part of a building or structure, that is:

(1) In an impaired structural condition that makes it unsafe to a person or property;
(2) A fire hazard;
(3) A hazard to the public health;
(4) A public nuisance;
(5) Dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
(6) Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;

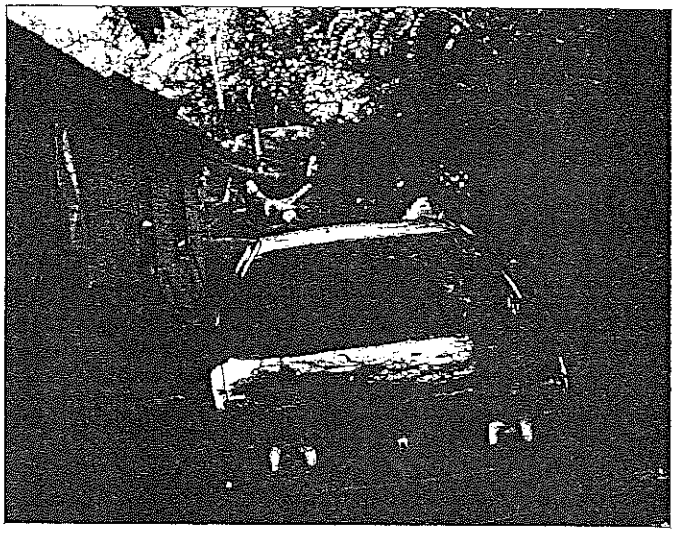
is considered an unsafe building.

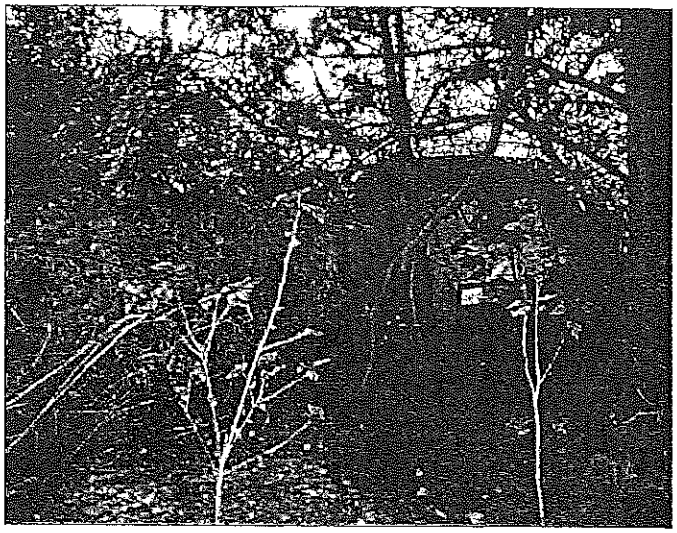
BMC § 17.16.040 (f) states, in part, "Unsafe building or structure means any building or structure or part of building or structure that is … in any of the conditions or possesses any of the defects described below, provided that such conditions or defects exist to the extent that life, health, property, or safety of the public or its occupants are endangered:

(ll) Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure, provided by the building regulations of this city, or of any law or ordinance of this state or city relating to the condition, location, or structure of buildings;

(nn) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangements, inadequate light, air or sanitation facilities, or otherwise, is determined by the enforcement authority to be unsanitary, unfit for human habitation, or in such condition that it is likely to cause sickness or disease.

2504½ S. Milton St.





Board of Public Works
Staff Report

Project/Event: The Flavors of 4th Street

Petitioner/Representative: Bloomington Independent Restaurant Association (BIRA) and the Indiana University Alumni Association (IUAA)

Staff Representative: Miah Michaelsen

Meeting Date: May 7, 2013

BIRA and the IUAA are hosting an international food festival "The Flavors of 4th Street" involving the most of the restaurants in the Restaurant Row area on Saturday, August 24th from 4:00 p.m. – 11:00 p.m. Admission would be $5 for students/ $10 for non-students and children under 12 free. Admission wristbands would allow guests to sample a variety of $1 food offerings within each restaurant.

The event will also feature international entertainment and a fenced beer/wine garden. Event organizers are requesting the closure of 4th Street between Dunn Street to Grant Street on Saturday, August 24th from 1:00 p.m. to midnight. to accommodate setup and tear down of the event as well as a noise permit to allow for live music. Certificates of liability insurance, liquor liability insurance and permits from all vendors, BIRA and the IUAA will be submitted to the City prior to the event. Security personnel will be provided. Adequate volunteer staffing will be provided by BIRA, the IUAA, two IU Cultural Centers, the restaurants and the local chapter of the IUAA.

Event organizers have support from the Economic & Sustainable Development Department and BEAD, Visit Bloomington, event sponsors, IU, BIRA and the IUAA.

Staff supports the request.

Recommend **X Approval** ☐ **Denial by** Miah Michaelsen

RESOLUTION 2013-15
FLAVORS OF 4th STREET

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, the City has committed itself to promoting the uniqueness of 4th Street's Restaurant Row; and

WHEREAS, the Bloomington Independent Restaurant Association (BIRA) and Indiana University Alumni Association (IUAA) are desirous of using portions of 4th Street between Grant Street and Dunn Street to host an event Flavors of 4th Street; and

WHEREAS, BIRA and IUAA have requested that the Board close certain streets in downtown Bloomington to traffic and parking from 1:00 p.m. to midnight. on Saturday, the 24th day of August, so that BIRA and IUAA can have control over the streets for the purposes of providing an international food festival of high quality that is mutually beneficial to the restaurants and the community; and

WHEREAS, BIRA and IUAA, have agreed to indemnify and to hold harmless the City of Bloomington, City of Bloomington Board of Public Works or any of their agents or employees for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, has agreed to provide the City with a Certificate of Insurance, and has agreed to develop, have in place, and submit to City of Bloomington staff an Emergency Action Plan for the Flavors of 4th Street at least thirty (30) days prior to the beginning of the Flavors of 4th Street;

NOW, THEREFORE, BE IT RESOLVED:
1. That the City of Bloomington Board of Public Works declares that 4th Street, between Grant Street and Dunn Street will be temporarily closed to traffic and parking from 1:00 p.m. to midnight on Saturday, the 24th day of August.

2. That the street closures outlined above are for the purposes of allowing BIRA and IUAA, to provide an international food festival of high quality that is mutually beneficial to the restaurants and the community on Saturday, August 24.

3. That artists and vendors who have not received explicit authorization from the Committee, or their representatives or agents, to participate in Flavors of 4th Street will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.

4. That by approval of this Resolution, the city noise ordinance is waived for performers and artists who have received explicit authority from BIRA and IUAA to participate in the Flavors of 4th Street.

5. That by approval of this Resolution, the President of the Board of Public Works is authorized to sign the attached Release, Hold Harmless and Indemnification Agreement.

6. That the City reserves the right to charge a reasonable fee for the aforementioned street closures and public parking lots affected by those street closures.

7. That in addition to agreeing to the above restrictions, BIRA and IUAA have agreed to the following, as evidenced by the signature of their representative below:

A. BIRA and IUAA agree to clean up the streets both before and after the event. The clean-up shall include, but not be limited to, removal of temporary "no parking" signs, picking up litter, sweeping any broken glass and the placing, emptying and removal of trash cans and removal of drink, food and grease residue from street and sidewalk surfaces. Clean-up after the event shall be completed by midnights Saturday, the 24th day of August, 2012.

B. BIRA and IUAA must provide barricades in order to indicate that the street is closed. The Committee shall be responsible for placement and removal of these barricades. The Committee is responsible for contacting the City of Bloomington Engineering Department for instructions on the type of and placement of said barricades.

C. BIRA and IUAA shall be responsible for notifying the press, affected businesses, public safety and transit agencies in advance of the street closing, along with posting “no parking” signs as required by City Ordinance.

D. BIRA and IUAA agree to submit a layout plan for booths as part of an Emergency Action Plan.

ADOPTED THIS _____ DAY OF _____, 2013.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN RESOLUTION 2013-15 ARE AGREED TO AND ARE ACCEPTABLE:

_____
BIRA

_____
IUAA

RELEASE, HOLD HARMLESS
AND
INDEMNIFICATION AGREEMENT

WHEREAS, Bloomington Independent Restaurant Association, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically 4th Street between Grant Street and Dunn Street and said facilities or public property is owned and is operated, supervised and maintained by the RELEASEE'S Board of Public Works, for the purpose of sponsoring the Flavors of 4th Street, on RELEASEE'S property with set up beginning at 1:00 p.m. on Saturday, August 24, 2013, and with tear down and clean up ending by midnight, and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such activities to be conducted upon its property;

WHEREAS, RELEASOR hereby agrees to accept the legal responsibility and to acquire related and professionally determined insurance coverage as to the described use of the facilities and public property and therefore hold RELEASEE defended, harmless, and indemnified regarding the RELEASOR'S and the public's use of the facilities and premises and any claims arising from and regarding RELEASOR'S alleged acts or omissions creating a legal liability for damages as to RELEASOR or as to RELEASEE.

THEREFORE, in consideration for the permission hereby granted use of the property of RELEASEE for said Flavors of 4th Street, and the above recitals incorporated as terms of this agreement, the RELEASOR by its undersigned agent, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume responsibility for bodily and personal injuries and expenses, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of RELEASOR'S negligent act or acts or failure to act or that of RELEASOR'S employees or agents is using RELEASEE'S property as described above, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a direct result of the RELEASOR'S negligence in using RELEASEE'S property for the Flavors of 4th Street, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

This agreement shall be liberally applied and construed to fulfill its purposes herein expressed to thereby include and provide insurance coverage for any tort claim liability of RELEASEE allegedly caused by the acts of omission of RELEASOR in sponsoring said festival.

THE PARTIES, INTENDING TO BE BOUND HEREBY, have executed this

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on the dates indicated below.

RELEASOR

_____

Co-Sponsor
Executive Director
Bloomington Independent Restaurant Association

_____
Date

_____

Co-Sponsor
Indiana University Alumni Association

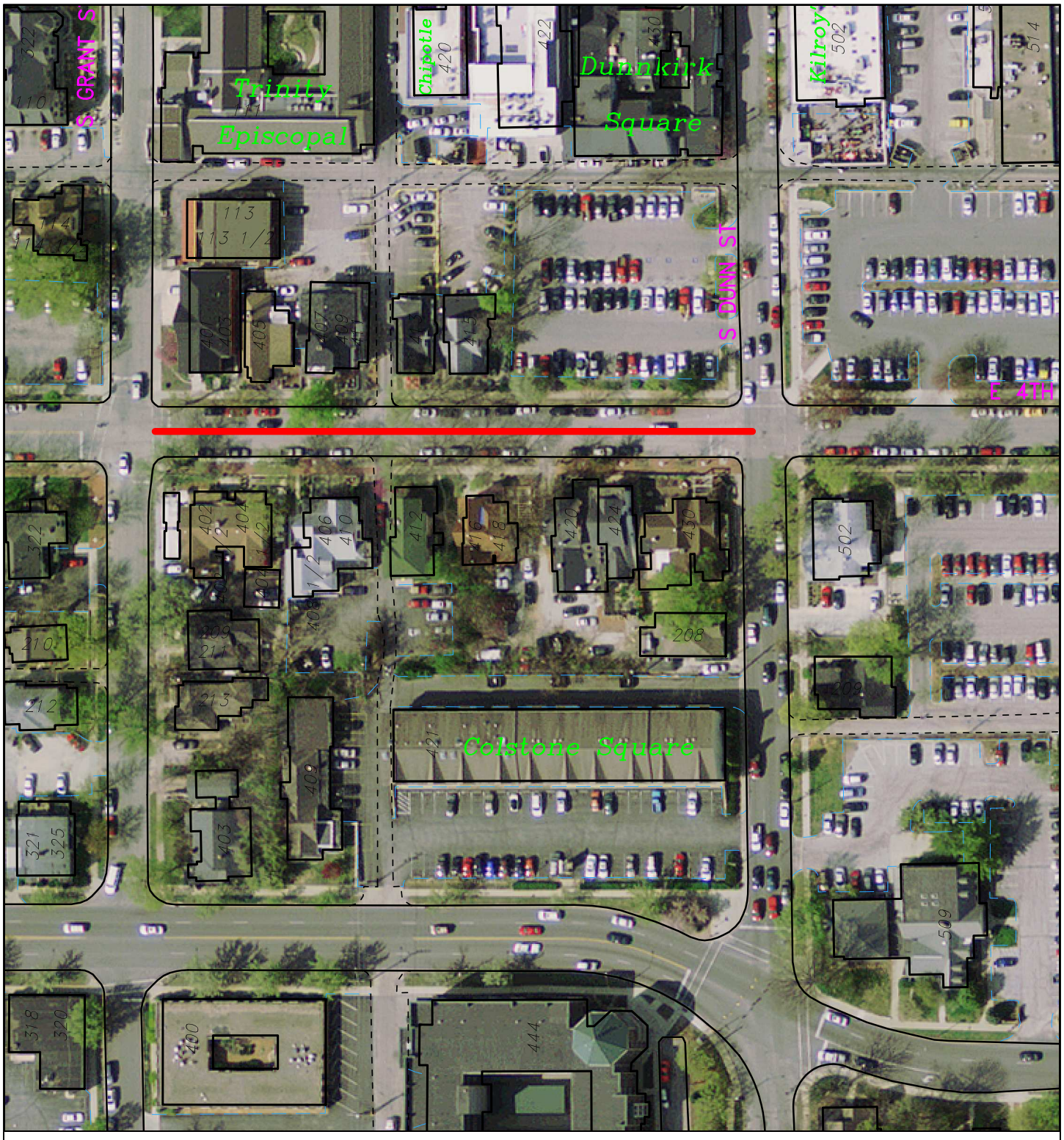
_____
Date

RELEASEE

_____

President, Board of Public Works

_____
Date



Flavors of 4th Street

E 4th Street between S Grant Street and S Dunn Street

By: smithc

1 May 13

100 0 100 200 300

N

City of Bloomington
Public Works

Scale: 1" = 100'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Request to Encroach with New Pylon Sign for Whitehall Plaza

Petitioner/Representative: Jeff Reasner, Whitehall Investments LP, LLC.

Staff Representative: Justin Wykoff

Meeting Date: May 7, 2013

The City of Bloomington Engineering Division (Public Works) has been working with the property owner/city legal to facilitate the placement of an off premise sign on property outside the public right of way however still owned by the City of Bloomington.

Several years ago the City of Bloomington obtained the corner property at West Third Street (Whitehall Pike) and Liberty Drive. The western portion of this property serves as a detention and confluence point for storm water in the area.

The petitioner would like permission to place a pylon sign on this property (see located map. This sign would serve several of the business locations in Whitehall Plaza and a depiction of the proposes sign is included with this report.

Recommend ☑ Approval by Justin Wykoff

BOARD OF PUBLIC WORKS
RESOLUTION 2013-29
Sign Encroachment for the Whitehall Plaza Kroger Center
at West Third Street and Liberty Drive

WHEREAS, the Whitehall Plaza Kroger is located at 500 South Liberty Drive; and

WHEREAS, Whitehall Investments LP, LLC, is the owner of the Whitehall Plaza property located at 3175 West Third Street; and

WHEREAS, pursuant to IC 36-9-6-3, the Board of Public Works has custody of all of the real property of the City; and

WHEREAS, Whitehall Investments LP, LLC, has requested permission to encroach on public property by placing a new off premises pylon sign for the Whitehall Plaza Kroger Center near the right of way of West Third Street and South Liberty Drive; and

WHEREAS, the Board of Public Works does not object to the described sign encroachment.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington agrees not to initiate any legal action against Owner regarding the placement of the sign on City property, provided that:

1. Placement of the sign will be made in the location near the right of way of West Third Street and South Liberty Drive as indicated on the drawing attached hereto and incorporated herein as Exhibit A.

2. This placement is calculated from the center of the sign and shall be approximately thirty-five (35) to forty-five (45) feet south of the southern curb line of West Third Street and approximately twenty-five (25) feet west of the western curb line of South Liberty Drive.

3. The sign shall not deviate from the design attached hereto and incorporated herein as Exhibit B without the Owner resubmitting the design to the Board of Public Works.

4. Owner agrees to maintain the sign and to keep it in an attractive and good condition.

5. This resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

6. The City retains the right for the City and all public utilities to enter onto this right of way when, in its opinion, such entry is necessitated in order to maintain said right of way, or to perform other duties or functions for which entry on said right of way is, in the opinion of the City, needed.

7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and the sign needs to be removed to facilitate City or utility, it will be at the expense of Owner and that the City will not be responsible for any damage which may occur to the sign by City's workers, contractors hired by the City, or by those of a public utility.

8. If at any time it is determined that the street should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching sign interferes with the planned public improvements, then the Owner shall move said encroachment upon notification by the City, without compensation by the City.

9. The terms of this agreement shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

10. John B. Urbahns agrees by signing this agreement that he has full power by proper action to enter into this agreement on behalf of Whitehall Investments LP, LLC, and has authority to do so.

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

_____
Date

WHITEHALL INVESTMENTS LP, LLC

_____
John B. Urbahns, Partner

_____
Date

State of Indiana)
) SS:
County of _____)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared John B. Urbahns, Partner of Whitehall Investments LP, LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2013.

Witness my hand and official seal

_____
Notary Public Signature

My Commission expires: _____

_____
Printed Name

County of Residence: _____

State of Indiana)
) SS:
County of Monroe)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Charlotte Zietlow, Dr. Frank N. Hrisomalos, and James McNamara, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2013.

Witness my hand and official seal

_____
Notary Public Signature

My Commission expires: _____

_____
Printed Name

County of Residence: _____

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, Whitehall Investments LP, LLC, which owns the Whitehall Plaza property located at 3175 West Third Street, in Bloomington, IN, (hereinafter referred to as "RELEASOR") desires to use the facilities or public property of the CITY OF BLOOMINGTON (hereinafter referred to as "RELEASEE"), and specifically the public property near West Third Street and South Liberty Drive, which is owned, supervised and maintained by the RELEASEE'S Board of Public Works, to install an off premises pylon sign upon RELEASEE'S property; and

WHEREAS, the RELEASEE wishes to cooperate in said endeavor by allowing such encroachments to be placed upon its property;

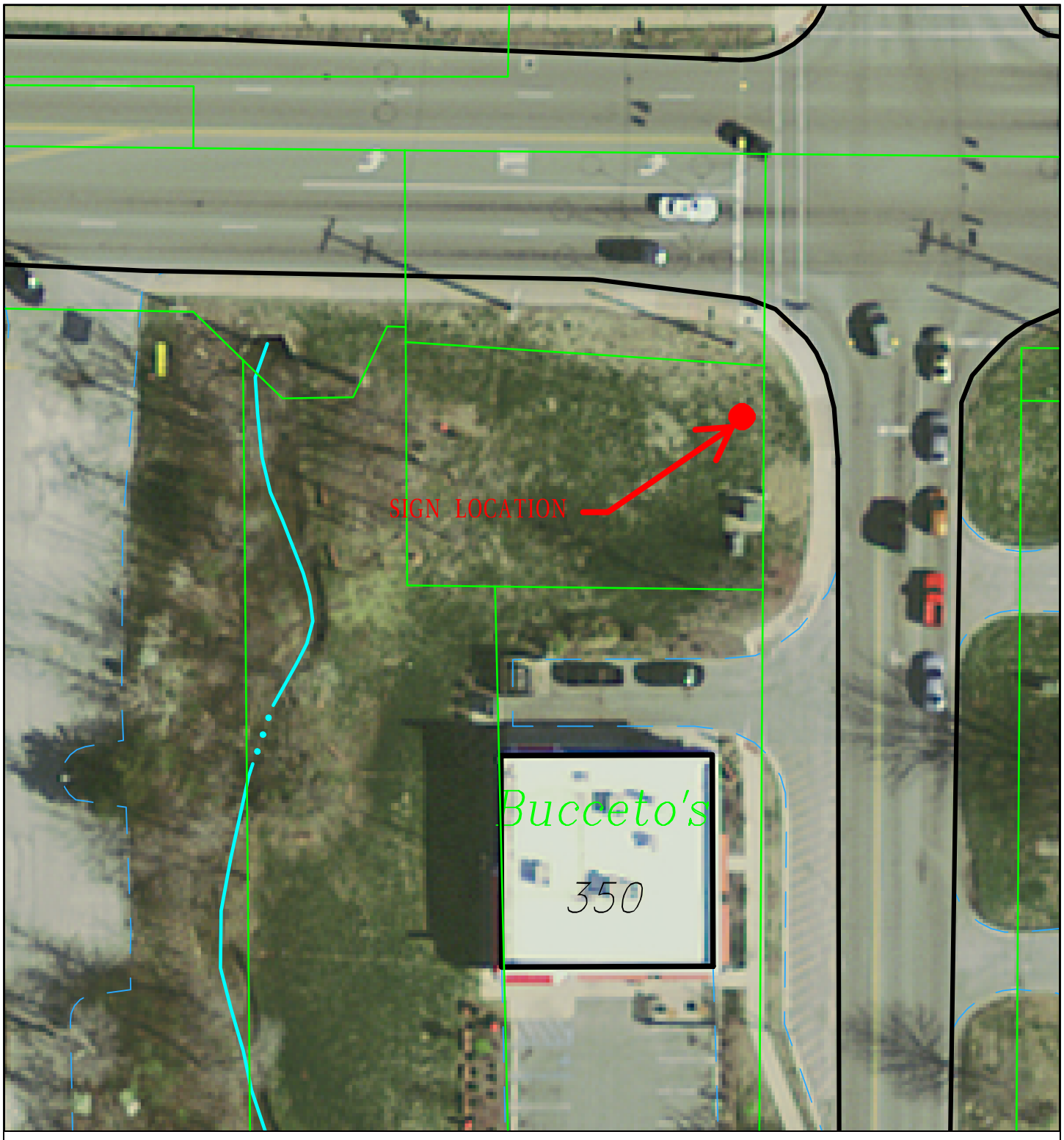
NOW, THEREFORE, in consideration for the use of the property of RELEASEE for said purposes, the RELEASOR, for RELEASOR and its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the RELEASEE, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the RELEASEE, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

RELEASOR expressly agrees that the foregoing RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is intended to be as broad as permitted by law and if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

John B. Urbahns, as Partner of Whitehall Investments LP, LLC, represents and certifies that he has been fully empowered to execute this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT on behalf of RELEASOR.

THE PARTIES, INTENDING TO BE BOUND, have executed this RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

"RELEASOR"	"RELEASEE"
_____	_____
John B. Urbahns, Partner Whitehall Investments LP, LLC	City of Bloomington



Approximate Sign Location Map

40 Feet South of West Third Street Curb

25 Feet West of South Liberty Drive Curb

By: wykoffj

13 Mar 13

40 0 40 80 120

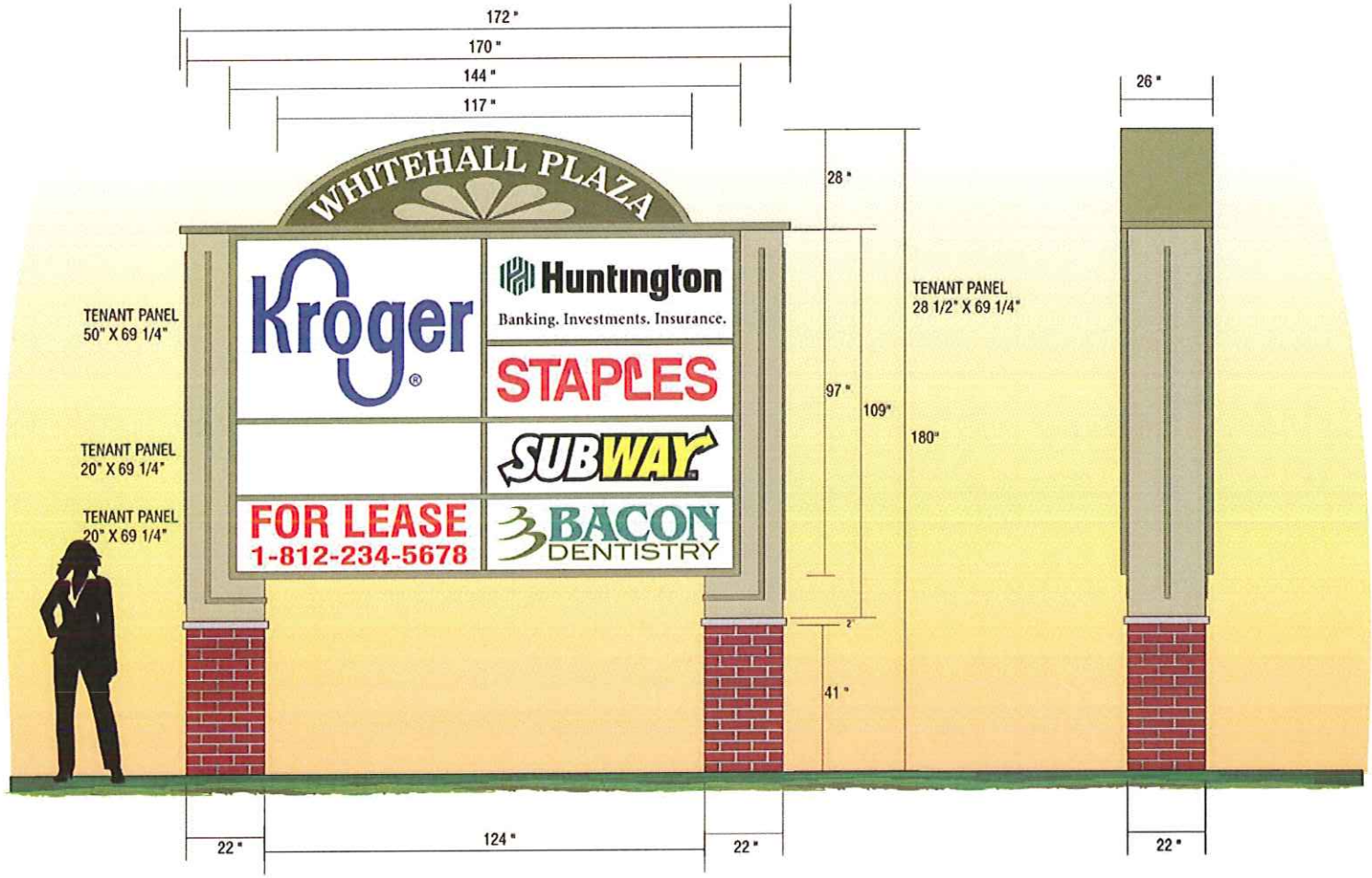
N

City of Bloomington
Engineering

Scale: 1" = 40'

For reference only; map information NOT warranted.

THIS ARTWORK IS THE PROPERTY OF SIGNCRAFT INDUSTRIES INC. PROTECTED BY COPYRIGHT LAWS



FABRICATE AND INSTALL INTERNALLY ILLUMINATED D/F MONUMENT SIGN

- CONSTRUCTED OUT OF ALUMINUM ANGLE AND SKINNED IN ALUMINUM.
- PAINTED IN A OLIVE PALETTE ACTUAL COLORS TBD.
- BASE OF COLUMNS WILL BE PAINTED IN FAUX BRICK.
- FACE OF HEADER WILL HAVE ROUTED COPY, BACKED UP WITH WHITE POLYCARB.
- ALL OTHER DECORATIONS ARE CUT OUT PVC.
- CABINET HAS 2" RETAINERS AND 1 ½" DIVIDERS, WITH POLYCARB FACES AND VINYL GRAPHICS.

WILL BE WIRED TO 120 VOLT UNLESS OTHERWISE SPECIFIED

INSTALL IN ACCORDANCE WITH THE NEC AND LOCAL ELECTRICAL CODES

NOTE: THERE WILL BE COLOR VARIATIONS FROM THIS PRINTED DRAWING TO THE FINAL PRODUCT, COLORS SPECIFIED WILL ALWAYS BE MATCHED AS CLOSE AS POSSIBLE.

Sign Craft
IMAGE SOLUTIONS

www.signcraftind.com
8816 CORPORATION DR.
INDIANAPOLIS, IN 46256
Office 317.842.8664
Fax 317.842.3015

PREPARED FOR
URBAHNS

BLOOMINGTON, INDIANA

SKETCH NAME
PYLON SIGN

SCALE
3/8"= 1'-0"

DATE
OCT 25, 2011

S. C. REPRESENTATIVE
JOSH KELLY

INDEX NUMBER
0612-0042

DESIGNER
SLM

REVISIONS
1-6/13/12 5-
2- 6-
3- 7-
4- 8-

COLOR SPECS
(A)
(B)
(C)
(D)
(E)
(F)

COLOR APPROVAL

DRAWING APPROVAL

PRODUCTION NO.

City of Bloomington
Public Works Department

BOARD OF PUBLIC WORKS
STAFF REPORT

Meeting Date: May 7, 2013

Subject: The Bloomington Housing Authority Family Day

Report: The Bloomington Housing Authority would like to close Summit Street between Monroe and 13th Streets on May 29, 2013 from 3:00 p.m. to 7:00 p.m. to host a Family Day for the Crestmont neighborhood. The Boys & Girls Club will have games, and there will also be raffles and a DJ. They are anticipating up to 400 residents attending based on the attendance at the Fall Fair/Haunted House event. Organizers are also requesting a Noise Permit for the event.

Recommendation: Staff recommends approval.

RESOLUTION 2013-32
BLOOMINGTON HOUSING AUTHORITY FAMILY DAY

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise city streets; and

WHEREAS, the Bloomington Housing Authority, hereinafter "Sponsor", is sponsoring a gathering that will be open and free to the general public to be known as Bloomington Housing Authority Family Day, and

WHEREAS, the Sponsor is requesting that they be allowed to close a section of Summit Street during the event so children may safely cross the street while participating in the events;

WHEREAS, the Board of Public Works supports community events which allow children to have a safe and supervised celebration; and

WHEREAS, the sponsor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works and any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, and to proved the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

NOW, THEREFORE, BE IT RESOLVED, that the City of Bloomington Board of Public Works declares that Summit Street between 13th and Monroe Streets, shall be temporarily closed to motor vehicles from 3:00 p.m. until 7:00 p.m. on Wednesday, May 29, 2013, for the purpose of staging Bloomington Housing Authority Family Day under the following provisions:.

1. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music and announcements may be played during the hours of the event.

2. The sponsor in conjunction with this event agrees to the following:

   A. To clean up the street both before and after the event. The clean-up shall include but not be limited to picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after the event shall be completed by 8 p.m. on the day of the event.

   B. To be responsible for placing barricades to close the street, not before 3:00 p.m. and to be removed by 7:00 p.m. on Wednesday, May 29, 2013. Barricades are not provided by Public Works, but must be approved by the City of Bloomington Engineering Department for type and placement.

   C. To be responsible for obtaining any required permits or licenses.

   D. To notify the City of Bloomington Police Department Fire Department and Bloomington Transit, of the street closing at least 48 hours in advance.

ADOPTED THIS ___ DAY OF _____, 2013

BOARD OF PUBLIC WORKS

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

BLOOMINGTON HOUSING AUTHORITY.

_____
Signature

_____
Printed name and Position

Date: _____

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WHEREAS, the undersigned, the Bloomington Housing Authority, Referred to as "Releasor," is sponsoring the Bloomington Housing Authority Family Day for Bloomington Housing Authority residents and the general public; and

WHEREAS, in connection with event the Releasor seeks to use the public property of the City of Bloomington, specifically: Summit Street between 13th Street and Monroe Street, on Wednesday, May 29, 2013.

WHEREAS, the Releasor seeks permission by the City of Bloomington Board of Public Works to use the described property, and in partial consideration of such permission, agree to execute this Release, Hold Harmless and Indemnification Agreement; and

NOW THEREFORE, in consideration of permission from the City of Bloomington Board of Public Works for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

RELEASOR

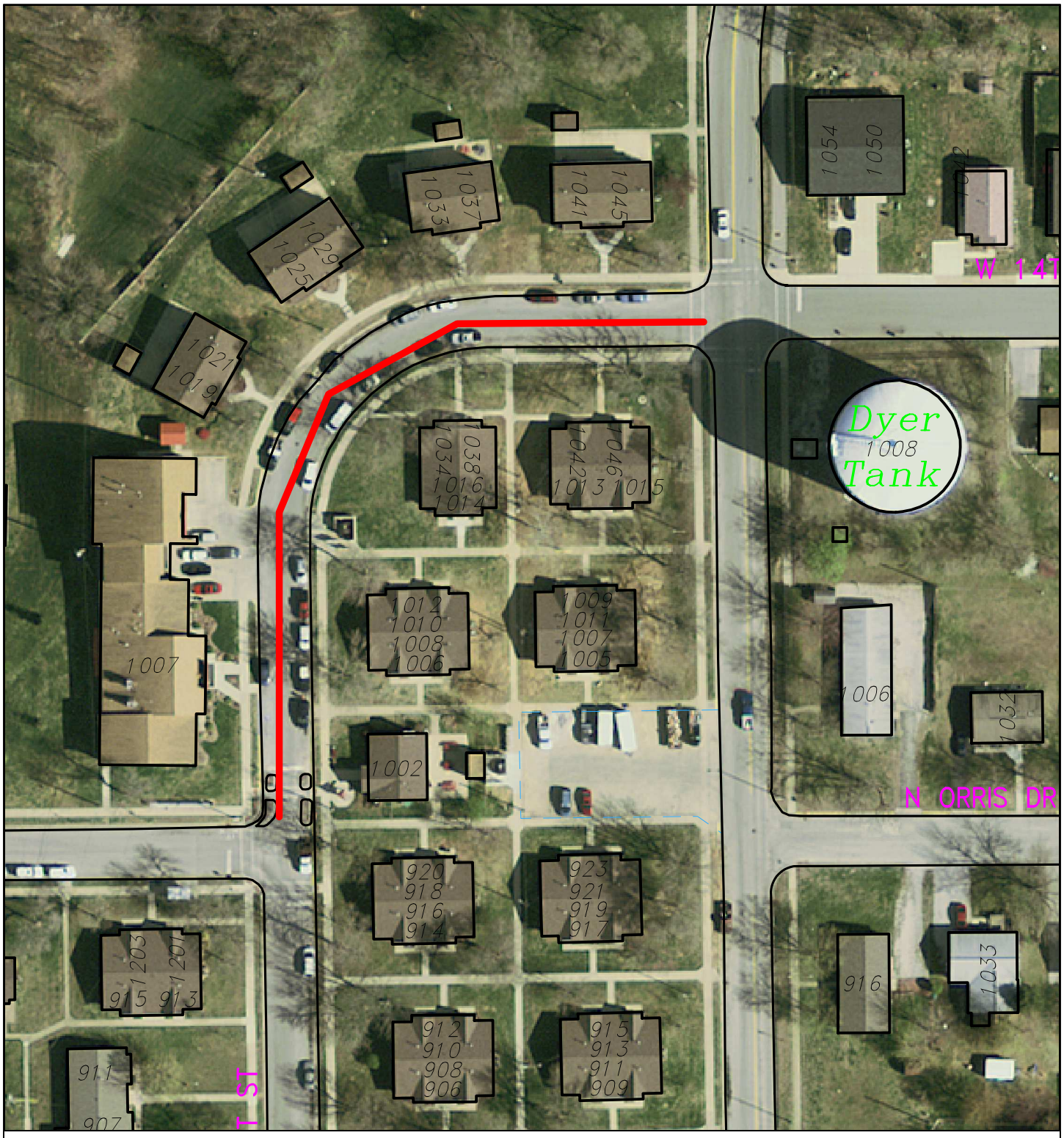
_____
Executive Director
Bloomington Housing Authority

_____
Date

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

_____
President

_____
Date



Bloomington Housing Authority Family Day

N Summit Street between W 13th Street and W 14th Street

By: smithc

1 May 13

80 0 80 160 240

N

City of Bloomington
Public Works

Scale: 1" = 80'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event: Taste of Bloomington

Petitioner/Representative: Downtown Bloomington, Inc.

Staff Representative: Miah Michaelsen

Date: May 7, 2013

Report: Downtown Bloomington, Inc., has scheduled the Taste of Bloomington for Saturday, June 22. Over the last two years the event has expanded to include the north parking lot at Showers which does result in closing Morton Street as far north as 10th. As in the past, Morton will be closed south to 7th. 8th, and 9th Streets will be closed between Morton and the north/south alley behind the Justice Bldg. The north/south alley will be open for the Sheriff's Department to use. Showers Common and Showers Plaza will also be used.

Recommendation and Supporting Justification: This group works very closely with our Facilities, Engineering and Parks Departments to make sure everything goes as smoothly as possible for our employees, neighbors and Community Market. The event is a fundraiser for Community Kitchen and Hoosier Hills Food Bank who count on the proceeds raised by the event.

Recommend: ☑Approval ☐ Denial by Miah Michaelsen

RESOLUTION 2013-34
TASTE OF BLOOMINGTON

WHEREAS, the Board of Public Works operates and maintains Municipal Parking Lot #11, also known as Showers Common, and is empowered by I.C. 36-9-6-2 to supervise City streets; and

WHEREAS, the City of Bloomington has committed itself to promoting and assisting businesses in Bloomington and to support Downtown Bloomington, Inc.; and

WHEREAS, The Taste of Bloomington, co-sponsored by the Bloomington Independent Restaurant Association and Downtown Bloomington, Inc., is desirous of using City property which includes Showers Common, Showers Plaza, the north Showers parking lot and Morton Street between 7th & 10th, to sponsor as a fundraiser for Community Kitchen and Hoosier Hills Food Bank and to promote and display various restaurants and their cuisines, a festival known as "The Taste of Bloomington", on Saturday, June 22, 2013; and

WHEREAS, The Taste of Bloomington agrees to hold the City harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof, to supply the City with a Certificate of Insurance and to develop, have in place, and submit to City of Bloomington staff an Emergency Action Plan for the Taste of Bloomington at least thirty (30) days prior to the beginning of the Taste of Bloomington;

NOW, THEREFORE, BE IT RESOLVED, Streets, Showers Common and Showers Plaza and the north Showers parking lot will be closed to vehicles for exclusive use for the Taste of Bloomington as described:

1) North Morton Street will be closed between W. 7th Street and W. 10th Street, beginning at 10:00 p.m. on Friday, June 21, until 1:00 p.m. on Sunday, June 23, 2013. Parking spaces will only be used to set tents between 7th & 8th Streets beginning Thursday, June 20 after 5 p.m. Morton Street will be open to traffic during the day on Friday, June 21.

2) W. 8th Street will be closed at 8 a.m. on Friday, June 21, to allow the stage to be set. W. 9th Street will be closed to general public traffic between N. Morton and College Ave. beginning at 8:00 a.m. on Friday, June 21, until 9:00 a.m. on Sunday, June 23, 2013. Accommodations will be made for Smallwood residents.

3) The east-west alley between N. Morton Street and the intersecting north-south alley behind the Justice Building will be closed on Thursday, June 20, at 6 p.m. to set tents until 6:00 a.m. on Sunday, June 23, 2013.

4) That by granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the festival.

5) The Board of Public Works agrees that the sponsor shall be allowed to set up a limited area of Showers Common and the north Showers parking lot on the evening and night of Wednesday, June 19, and to remove those items by the evening and night of Sunday, June 23, so City and County employees may utilize most of the lots during work hours and to limit possible damage to employee vehicles. These areas shall be approved by Public Works and Parks and Recreation staff prior to the set up. Parks and Recreation will be notified of times of set up so they may be present to make sure set up does not interfere with Saturday's Farmers' Market. Parks and Recreation will set the mobile stage in the north lot at 8 a.m. on Friday, June 20, 2013.

6) The Board of Public Works agrees that tents may be set up after 6:00 p.m. on Wednesday, June 19, in the parking spaces between 7th and 8th Street. The general public may park under the tents before the street is closed on Friday evening. This will result in temporary "no parking" signs being posted in that block on Tuesday, June 18, evening for the Wednesday closure.

7) That the sponsors shall be permitted, in conjunction with the event to set up necessary tables, tents, trash receptacles, portable toilets, booths and stage and to sell food and drinks to the public; said items to be set up and maintained in accordance with all relevant safety and health standards, ordinances and statutes

8) The sponsors agree to be responsible for setting up barricades and posting No Parking signs according to instructions from City Engineer, City Fire Chief and City Police Chief.

9) The sponsors shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.

10) The sponsors shall be responsible for all clean-up from the festival, said clean-up to be completed by 7:00 a.m. on Tuesday, June 25, 2013. Clean-up shall consist of picking up any litter or broken glass, removing tents, tables, and equipment from the site and cleaning heavy surface stains such as grease or coffee.

11) The sponsors agree that at least one of the portable toilets will be wheelchair accessible.

12) The Sponsors agree to abide by the Showers Common Use Permit Form which which was submitted to Parks and Recreation by sponsors.

ADOPTED THIS__DAY OF_____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____

James McNamara

_____
Dr. Frank N. Hrisomalos

AGREED TO THIS__DAY OF_____, 2013.

_____
Talisha Coppock
Downtown Bloomington, Inc.

TASTE OF BLOOMINGTON
RELEASE, HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT

WHEREAS, the undersigned, Taste of Bloomington, hereinafter referred to as "Releasor," is sponsoring the Festival on Saturday, June 22, 2013; and

WHEREAS, in connection with festival the Releasor seeks to use the public property of the City of Bloomington, specifically: Morton Street between 7th and 10th, 8th Street and 9th Street between Morton and College, the east west alley between Morton and the Monroe County Justice Building, Showers Common and Showers Plaza, beginning on Wednesday, June 19, through cleanup on Tuesday, June 25, 2013; and

WHEREAS, the Releasor seeks permission by the City of Bloomington Board of Public Works to use the described property and agrees to execute this Release, Hold Harmless and Indemnification Agreement; and

NOW THEREFORE, in consideration of permission from the City of Bloomington Board of Public Works for use of the described property, the Releasor hereby agrees to release, hold harmless and indemnify the City of Bloomington, its officers, employees, agents and assigns from any and all claims, causes of action, suits, proceedings or demand which may arise as a result of Releasor's use of the described property. This includes, but is not limited to, claims for personal injury, property damage, and/or breach of contract, whether brought by the Releasor, its employees or agents, or any third party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement with full knowledge of its significance and with the intent to be bound by it.

RELEASOR

_____
Co-Sponsor
Executive Director, Downtown Bloomington, Inc.

_____
Date

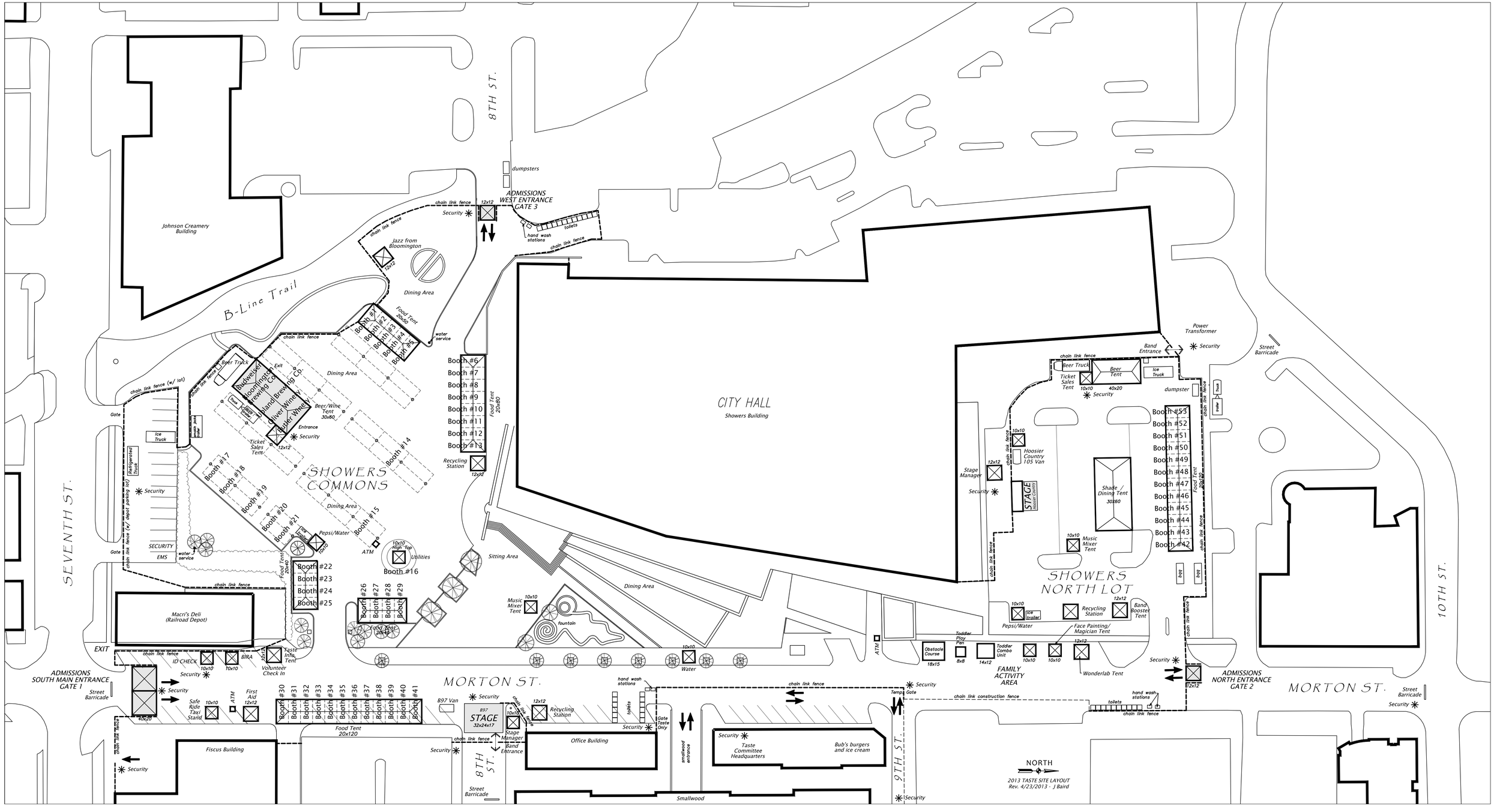
_____
Co-Sponsor
Executive Director, Bloomington Independent Restaurant Association

_____
Date

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

_____
President

_____
Date


8TH ST.
dumpsters
ADMISSIONS
WEST ENTRANCE
GATE 3
chain link fence
12x12
Security
toilets
hand wash stations
Johnson Creamery Building
Jazz from Bloomington
Dining Area
B-Line Trail
Food Tent 20x80
water service
Booth #1
Booth #2
Booth #3
Booth #4
Booth #5
Booth #6
Booth #7
Booth #8
Booth #9
Booth #10
Booth #11
Booth #12
Booth #13
Recycling Station
CITY HALL
Showers Building
Power Transformer
Band Entrance
Street Barricade
Beer Truck
Budweiser
Bloomington Brewing Co.
Bland Brewing Co.
Oliver Winery
Beer/Wine Tent 30x60
Exit
Entrance
Ticket Sales Tent
10x10
40x20
Beer Tent
Ice Truck
dumpster
chain link fence (w/ lot)
Gate
Ice Truck
Refrigerated Truck
Security
SECURITY
EMS
chain link fence (w/ depot parking lot)
SEVENTH ST.
SHOWERS COMMONS
Booth #14
Booth #15
Booth #16
Booth #17
Booth #18
Booth #19
Booth #20
Booth #21
Pepsi/Water
ATM
10x10 High Top
Utilities
Food Tent 20x40
Booth #22
Booth #23
Booth #24
Booth #25
Booth #26
Booth #27
Booth #28
Booth #29
Food Tent 20x60
Sitting Area
Dining Area
Music Mixer Tent
fountain
Water
Macri's Deli (Railroad Depot)
EXIT
chain link fence
ID CHECK
BIRA
Taste Info Tent
Volunteer Check In
ADMISSIONS
SOUTH MAIN ENTRANCE
GATE 1
Safe Ride Taxi Stand
First Aid
Booth #30
Booth #31
Booth #32
Booth #33
Booth #34
Booth #35
Booth #36
Booth #37
Booth #38
Booth #39
Booth #40
Booth #41
Food Tent 20x120
B97 Van
B97 STAGE 32x24x17
Stage Manager
Band Entrance
Fiscus Building
Office Building
hand wash stations
toilets
Gate Taste Only
smallwood entrance
Taste Committee Headquarters
Bub's burgers and ice cream
Smallwood
8TH ST.
9TH ST.
MORTON ST.
Street Barricade
Terrace Gate
chain link construction fence
Hoosier Country 105 Van
Stage Manager
STAGE (Hoosier Country)
Shade / Dining Tent 30x60
Booth #53
Booth #52
Booth #51
Booth #50
Booth #49
Booth #48
Booth #47
Booth #46
Booth #45
Booth #44
Booth #43
Booth #42
Music Mixer Tent
SHOWERS NORTH LOT
Ice trailer
Pepsi/Water
Recycling Station
Band Booster Tent
Face Painting/ Magician Tent
Obstacle Course 18x15
Toddler Play Pen 8x8
Toddler Combo Unit 14x12
Wonderlab Tent
FAMILY ACTIVITY AREA
ADMISSIONS
NORTH ENTRANCE
GATE 2
10TH ST.
NORTH
2013 TASTE SITE LAYOUT
Rev. 4/23/2013 - J Baird

Board of Public Works
Staff Report

Project/Event: Itinerant Merchant in right of way

Petitioner/Representative: Samuel Sveen – Uel Works

Staff Representative: Jason

Meeting Date: May 7, 2013

Samuel Sveen has applied for an Itinerant Merchant Permit. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food cart selling coffee.

This application is for one year.

Staff is supportive of the request.

Recommend ☑ **Approval** ☐ **Denial by** Jason Carnes

RESOLUTION 2013-35
Itinerant Merchant Food Vendor in Public Right of Way
Samuel Sveen – Uel Works, LLC

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Samuel Sveen ("Vendor") is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
   a) From the north side of Country Club Road to the south side of Dodds Street;
   b) From the north side of 2nd Street to the south side of 3rd Street; and
   c) From the north side of 4th Street to the south side of 6th Street.

10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
    a) City of Bloomington Farmers' Market;
    b) City of Bloomington Holiday Market;
    c) The Taste of Bloomington;
    d) Lotus World Music and Arts Festival;

e) The Fourth Street Festival;
f) Arts Fair on the Square;
g) Strawberry Festival;
h) Canopy of Lights;
i) Fourth of July Parade; and
j) Any other special events approved by the City Controller.

11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS_____DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Samuel Sveen

Date: _____

MARK KRUZAN
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p 812.349.3418
f 812.349.3520

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Mobile Food Vendor's License and the Itinerant Merchant, Solicitor, or Peddler's License. The full application can be seen below, along with important Festival and Itinerant Merchant Contact Information and relevant Bloomington Municipal Code.

Food vendors within the City of Bloomington must first obtain Mobile Food Vendor's License from the Monroe County Health Department. For more information, contact the Health Department at 812-349-2896, or visit [http://www.co.monroe.in.us].

Once these documents are secured, please contact the Department of Economic and Sustainable Development at 812-349-3418 for assistance in obtaining an approval for use of public right of way from the Department of Public Works.

Other itinerant merchants, solicitors, or peddlers seeking to operate within the City of Bloomington should also contact us for assistance in securing the license or for more information.

The City of Bloomington
Department of Economic and Sustainable Development

CITY OF BLOOMINGTON
economic & sustainable development

Itinerant Merchant, Solicitor and Peddler License Application Checklist

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3418

License Length and Fee Information

Valid License: Length of License:	◉ 24 hours	○ 72 hours	○ 1 Calendar Week	○ 30 Days	○ 6 Months	✳ 1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name:	Samuel Sveen		
Title:	Owner	Date of Birth:	10/11/87
Physical Address:	924 W Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	sveen52@gmail.com		
Phone Number:	605-380-4012	Mobile Phone:	605-380-4012

Corporate Contact Information

Name of Employer:	Uel Zing				
Physical Address of Employer:	924 W Kirkwood Ave				
City, State, Zip:	Bloomington, IN 47404				
Phone Number of Employer:	605-380-4012				
Employer is a:	◉ Firm	● Limited Liability Corporation	○ Corporation	○ Partnership	○ Sole Proprietor

Description of product or service to be sold and any equipment to be used (You may attach additional information as needed):

Iced Coffee, cream and sugar syrup.
Coffee ~~grinder~~, 10 gallon coolers, ice coolers, wooden cart + bicycle

If applicable, a description of Motor Vehicle or Mobile Trailer to be used: 3x4' wooden cart to be pulled by bicycle	
License Plate Number:	Vehicle Identification Number (VIN):
Please attach two (2) pictures of the vehicle and trailer.	

You Must Obtain the Following:

☑	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

You May Need To Obtain and Provide the Following (Staff will advise):

☑	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit and a Certified Food Handler Certificate.
☐	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
☐	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
☐	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.

3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	SAMUEL D SVEEN
Signature:	[signature]
Date Release Signed:	4/23/13

Festival General Contact Information

Event	Dates	Contact Person	Phone Number
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

Permit Issuer	Location	Contact Person	Phone Number
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 130 Bloomington, IN	Miah Michaelsen, Economic & Sustainable Development	(812) 349-3534
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Judy Seigle, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

Chapter 4.16 - ITINERANT MERCHANTS, SOLICITORS AND PEDDLERS*

Sections:

4.16.010 - Definitions.
4.16.020 - License required.
4.16.030 - License application.
4.16.040 - Issuance or denial of license.
4.16.050 - License fee.
4.16.060 - Effect of cessation of business.
4.16.070 - Insurance and indemnity.
4.16.080 - License identification and display.
4.16.090 - Prohibited locations.
4.16.100 - Standards of conduct.
4.16.110 - Revocation of license.
4.16.120 - Appeal.
4.16.130 - Penalty.

4.16.010 - Definitions.

As used in this chapter, the following words mean, unless otherwise designated:

"Benevolent organization" means an organization which is free from the possibility of profits accruing to the founders, officers, directors or members.

"Itinerant merchant" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who engages in a temporary or transient business of selling and delivering goods, wares, or merchandise within the City of Bloomington ("city"), and who, in furtherance of such business, leases, uses or occupies any temporary structure, motor vehicle, trailer, tent, lot, cart, street, alley, sidewalk or any other such place, public or private, within the city for the exhibition and sale of such goods, wares, or merchandise or who provides a service to the community. The person, firm, limited liability company, corporation or organization so engaged shall not be relieved from the provisions of this section by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by reason of conducting such temporary business in connection with or as a party of any local business or in the name of any local dealer, trader, merchant or auctioneer.

"Peddler" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who sells and makes immediate delivery or offers for sale an immediate delivery of any goods, wares, merchandise or item in the possession of the seller at any place in the City of Bloomington other than a fixed place of business, but shall not include salesmen or agents for wholesale houses or firms who sell to retail dealers for resale or sell to manufacturers for manufacturing purposes or to bidders for public works or supplies.

"Solicitor" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who engages in the business of going from house to house, place to place, in or along the streets, within the City of Bloomington selling or taking orders for or offering to sell or take orders for goods, wares or merchandize or other things of value for future delivery or for services to be performed in the future.

(Ord. No. 09-05, § I, 4-15-2009)

4.16.020 - License required.

It shall be unlawful to conduct a business of soliciting, peddling, and/or engaging in the business of being an itinerant merchant within the City of Bloomington, unless a valid license has first been issued to the solicitor, peddler and/or itinerant merchant by the City Controller. A license is not required under this Chapter if the business activity only includes the provision of transportation to the general public; however, such business must comply with any and all other applicable state or local laws. A license is also not required for entities exempted under I.C. 25-37-1-10.

(Ord. No. 09-05, § I, 4-15-2009)

4.16.030 - License application.

Any person desiring a license under this chapter shall submit a fully completed application to the City Controller at least fourteen (14) days prior to the proposed date of conducting the business activity. The application must set forth or have attached the following information as specified below:

(a)The applicant's name, current physical address, telephone number and date of birth;

(b)The name, current physical address, and telephone number of the person, firm, limited liability company, corporation or organization which the applicant is employed by or represents, and the length of time of such employment or representation;

(c)If the applicant is employed by or represents a firm, limited liability company or corporation, the applicant shall provide the name and current physical address of all members of the firm or limited liability company, or all officers of the corporation, as the case may be;

(d)If the applicant is employed by or represents a corporation or a limited liability company then there shall be stated on the application the date of incorporation or organization, the state of incorporation or organization, and if the applicant is a corporation or limited liability company formed in a state other than the State of Indiana, the date on which such corporation or limited liability company qualified to transact business as a foreign corporation or foreign limited liability company in the State of Indiana;

(e)A brief description of the nature of the business in which the applicant is engaged, the length of time for which the applicant desires to transact business, the hours of the day the applicant desires to transact business and the type of products or services to be sold or rendered;

(f)The place or places where said business may be conducted, and a written statement, if applicable, from the owner of such place or places authorizing the applicant to conduct said business;

(g)A detailed inventory and description of the goods, wares and merchandise to be offered for sale, the manner in which the same is to be advertised for sale and the representations to be made in connection therewith;

(h)The category of license the applicant is seeking: itinerant merchant, peddler or solicitor;

(i)The type of license the applicant is seeking: one (1) day; seventy-two (72) hour; one (1) calendar week; thirty (30) day; six (6) month; or one (1) year.

(j)The date, or approximate date, of the latest previous application for a license, if any, was submitted to the City Controller;

(k)A statement whether a license, under the provisions of this Chapter, or any other similar ordinance of the City of Bloomington or any county or municipality, has been revoked, together with the details thereof;
(l)If a motor vehicle and or mobile trailer is to be used, a description of the same, together with the current vehicle identification number and license number of said vehicle and/or trailer as issued by the relevant state agency and any other identification as will serve to identify said vehicle or trailer and its owner;
(m)The designation of a resident of the City of Bloomington as a registered agent for purposes of receiving notices from the City of Bloomington or other service of process, as a result of doing business in the City of Bloomington;
(n)Attached to the application shall be credentials from the person, firm, limited liability company, corporation or organization for which the applicant proposes to do business and authorizing the applicant to act as such representative;
(o)Attached to the application shall be a copy of the Monroe County Health Department permit if the applicant will be using, handling, selling or distributing food.
(p)If the applicant is applying for an itinerant merchant license, a copy of the itinerant merchant license issued by Monroe County, Indiana, shall be attached to the application;
(q)If the applicant will conduct business in the City of Bloomington public right of way, attached to the application shall be a letter of approval from the Board of Public Works. Said applicant shall be required to adhere to any standards or restrictions noted in the letter of approval provided by the Board of Public Works.
(r)If the applicant will conduct business in or on property owned and/or managed by the City of Bloomington Parks Department, attached to the applicant shall be a letter of approval from the City of Bloomington Parks Department. Said applicant shall be required to adhere to any standards or restrictions noted in the letter of approval provided by the City of Bloomington Parks Department.
(s)If the applicant will produce any type of spark, flame or fire in the course of his/her business, he/or she shall attach a copy of an open burning permit issued by the City of Bloomington Fire Department.
(t)) Attached to the application shall be proof of insurance in accordance with the limits described in section 4.16.070 of this Chapter; and
(u)Any additional information that the City Controller may deem necessary to process the application.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.040 - Issuance or denial of license.

(a)After consideration of the application and all information and data obtained relative thereto, the City Controller shall issue a license to the applicant if he/she determines that the applicant has the qualifications and meets the requirements of this Chapter, and all other applicable laws, ordinances and policies; if not, the application shall be denied and the applicant shall not engage in or carry out any business herein defined in the City of Bloomington.
(b)An application shall be denied if the applicant, any person who is to participate in the business or any person who will be responsible for the management or supervision of the applicant's business has, at any time, had a license under this Chapter revoked by the city or any other governmental agency or body. An application shall also be denied if the purpose of the business is otherwise unlawful.
(c)An application may be denied if the applicant, any person who is to participate in the business or any person who will be responsible for the management or supervision of the applicant's business has, within ten (10) years, violated the provisions of this Chapter.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.050 - License fee.

(a)Each applicant shall pay a license fee in accordance with the schedule set forth below (all licenses are for a consecutive period of time):
(1)One (1) Day License: $15.00
(2)Seventy-two (72) Hour License: $40.00
(3)One (1) Week License: $75.00
(4)Thirty (30) Day License: $120.00
(5)Six (6) Month License: $175.00
(6)One (1) Year License: $240.00
(b)The following listed organizations and/or entities are exempt from payment of a licensing fee, so long as the proceeds thereof are to be used exclusively for religious, charitable, educational or scientific purposes, but are nonetheless required to adhere to all other requirements of this chapter:
(1)Churches;
(2)Schools;
(3)Benevolent organizations;
(4)Fraternal organizations; and
(5)Other similarly situated organizations.
(c)Participants at the following special events are exempt from the provisions of this Chapter:
(1)City of Bloomington's Farmers' Market;
(2)City of Bloomington's Holiday Market;
(3)The Taste of Bloomington;
(4)Lotus World Music and Arts Festival;
(5)The Fourth Street Festival;
(6)City of Bloomington A Fair of the Arts;
(7)Strawberry Festival;
(8)Canopy of Lights;
(9)Fourth of July Parade; and
(10)Any other special events approved by the City Controller.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.060 - Effect of cessation of business.

No deductions shall be allowed from the fee for a license issued pursuant to this Chapter for any part of the term of which the licensee does not engage in such business.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.070 - Insurance and indemnity.

(a)Each applicant for a license shall provide a certificate of liability insurance to the City Controller upon a form approved by the Corporation Counsel for the City of Bloomington, insuring the applicant, and naming the City of Bloomington, as co-insured, against the following liabilities and in the following amounts relative to such retail activity:

(1)Personal injury: $100,000.00 per occurrence and $300,000.00 in the aggregate; and
(2)Property damage: $25,000.00 per occurrence and $50,000.00 in the aggregate.
(b)Each applicant shall provide a document, approved by the Corporation Counsel for the City of Bloomington, in which the applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.080 - License identification and display.

(a)Any itinerant merchant, peddler and/or solicitor being duly licensed according to the provisions of this Chapter shall wear on his/her person at all times, and in plain view while operating in the City of Bloomington, a license furnished by the City Controller. This license shall serve as notice to the public that such itinerant merchant, peddler and/or solicitor is duly licensed by the City of Bloomington and has the necessary approval of the City Controller;
(b)All itinerant merchants, peddlers and/or solicitors shall prominently display the license issued by the City Controller and shall exhibit the same whenever he/she is requested to do so by any police officer or any person who approaches the itinerant merchant, peddler and/or solicitor for purposes of engaging in or carrying on the business defined therein; and
(c)Failure to display or exhibit a license in accordance with this section may be grounds for suspension or revocation of said license.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.090 - Prohibited locations.

(a)No itinerant merchant, peddler or solicitor may be located in any public park, plaza or parking lot/facility, without written authorization from the City of Bloomington; and
(b)No itinerant merchant, peddler or solicitor may conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same type of goods, wares, services, foods, or products as the itinerant merchant, peddler or solicitor; and
(c)No itinerant merchant, peddler or solicitor may be located nor any such sales be made in a street, a street median strip or an alleyway; and
(d)Itinerant merchants, peddlers and/or solicitors shall locate themselves a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, right-of-way lines of two (2) or more intersecting streets or building entrance or walk-up window; and
(e)Itinerant merchants, peddlers and/or solicitors shall locate themselves a reasonable distance from another cart or stand. Where two (2) or more carts or stands are so located, the cart or stand which has been most recently located in violation of this provision shall be required to move so as not be in violation; and
(f)No itinerant merchant, peddler or solicitor may sell or peddle any ware at a location directly in front of the primary entrance to a retail business, office building or church. The area in which an itinerant merchant, peddler or solicitor may not sell or peddle any wares is defined by the doorway line, lines running on either side of the door to the nearest curb, and the curb lines. If an itinerant merchant, peddler or solicitor has the prior written approval of the retail business, office building or church it wishes to sell or peddle its wares in front of, this section need not apply; and
(g)No itinerant merchants, peddlers or solicitors may be located nor any such sales be made on the following portions of the City of Bloomington B-Line Trail:
(1)From the north side of Country Club Road to the south side of Dodds Street
(2)From the north side of 2nd Street to the south side of 3rd Street
(3)From the north side of 4th Street to the south side of 6th Street; and
(h)No itinerant merchant, peddler or solicitor may be located nor any such sales be made on public property within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
(1)City of Bloomington Farmers' Market
(2)City of Bloomington Holiday Market
(3)The Taste of Bloomington
(4)Lotus World Music and Arts Festival
(5)The Fourth Street Festival
(6)Arts Fair on the Square
(7)Strawberry Festival
(8)Canopy of Lights;
(9)Fourth of July Parade; and
(10)Any other special events approved by the City Controller; and
(i)No itinerant merchant, peddler or solicitor may be located in a public parking space unless prior approval has been granted by the Board of Public Works; and
(j)No itinerant merchant, peddler or solicitor may be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.100 - Standards of conduct.

All itinerant merchants, peddlers and solicitors engaged in or carrying on the business defined herein shall conform to the following standards of conduct:
(a)Itinerant merchants, peddlers and solicitors shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code;
(b)A device may not be used which would amplify sounds nor may attention be drawn to the itinerant merchant's, peddler's or solicitor's business by an aural means or a light-producing device;
(c)Itinerant merchants, peddlers and solicitors shall, within a reasonable time, clearly reveal to the prospective buyer, the product or service they are selling or securing orders for future delivery, the company they are employed by or represent, and the exact price and conditions of the proposed sale;
(d)No cart or stand may be permanently or temporarily affixed to any fixed object, and no cart or stand may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, signs, telephone poles, streetlight poles, traffic signal poles or fire hydrants;
(e)No cart or stand may be used to advertise any product or service which is not authorized to be sold from that cart or stand;
(f)No itinerant merchant, peddler or solicitor may display a sign that is greater than 1½ square feet in total area;
(g)No cart or stand may make use of any public or private electrical outlet while in operation;

(h)Efforts shall be made by each itinerant merchant, peddler or solicitor to protect against littering; each cart or stand must have an adequate trash receptacle which is emptied sufficiently often to allow disposal of litter and waste by the public at any time; the trash receptacle on the cart or stand shall not be emptied into trash receptacles owned by the City of Bloomington; and liquid from a cart or stand may not be discharged on or in a city sewer or drain or elsewhere on city property, nor on private property without the express written consent of the owner thereof;
(i)Pedestrians shall not be exposed to any undue safety or health hazard nor shall a public nuisance be created;
(j)Each cart or stand shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred;
(k)Foods which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or eating the food shall be sold in proper containers; and
(l)It shall be unlawful for any licensee to enter upon any residential premises in the City of Bloomington where the owner, occupant or person legally in charge of the premises has posted, at the entry to the premises, or at the entry to principal building on the premises, a sign bearing the words, "No Peddlers," "No Solicitors," or other words of similar import.
(m)Itinerant merchants, peddlers and/or solicitors who use a grill or a device that may result in a spark, flame or fire shall adhere to the following additional standards:
(1)Stand approximately twenty (20) feet from a building or structure;
(2)Provide a barrier between the grill or device and the general public;
(3)The spark, flame or fire shall not exceed twelve (12) inches in height; and
(4)A fire extinguisher shall be within reaching distance of the itinerant merchant, peddler or solicitor at all times.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.110 - Revocation of license.

(a)Any license issued under this Chapter shall be revoked by the City Controller if the holder of the license is found to have violated this Chapter or any other applicable law or ordinance, or ceases to possess the qualifications required for licensing hereunder, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a license under this Chapter.
(b)Immediately upon the revocation of a license issued under this Chapter, written notice thereof shall be given by the City Controller to the holder of the license by certified mail, return receipt requested, addressed to the applicant's physical address or his/her agent as set forth in the application. Immediately upon the mailing of such notice, the license shall become null and void. Concurrently, city staff shall notify the licensee of the revocation in person or by phone.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.120 - Appeal.

Any applicant or licensee aggrieved by the action of the City Controller in the denial, suspension or revocation of a license or any person who is issued a citation shall have the right of appeal to the Board of Public Works. Such appeal shall be taken by filing with the Board of Public Works within ten (10) days after the action complained of, a written statement setting forth fully the grounds for the appeal. The decision and order of the Board of Public Works on such appeal shall be final and conclusive.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.130 - Penalty.

Citations may be issued by the Chief of Police or his or her designee:
(a)Each day that any violation continues shall be considered a separate violation for purposes of the penalties specified in this Chapter.
(b)Any person, firm, limited liability company, corporation or organization who violates any provision of this Chapter, or who makes a false statement upon an application for a license provided herein, shall be subject to a fine of two hundred fifty dollars ($250.00).
(c)Any person, firm, limited liability company, corporation or organization who conducts any business described in this Chapter, without first obtaining a license as described herein, shall be assessed a fine of five hundred dollars ($500.00).
(Ord. No. 09-05, § I, 4-15-2009)

SVEES-1 OP ID: RM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Robert Scott McCoy 812-334-2400 812-332-3646	CONTACT NAME: Scott McCoy PHONE (A/C, No, Ext): 812-353-6493 FAX (A/C, No): 812-332-3646 E-MAIL ADDRESS: smccoy@mayagency.com
INSURED UEL Works LLC Samuel Sveen 924 W Kirkwood Ave Bloomington, IN 47401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Indiana Insurance Companies — 22659 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BLS55546667	05/01/13	05/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 300,000 $ 300,000 $ 15,000 $ 300,000 $ 600,000 $ 600,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Bloomington
Department of Economic and
Sustainable Development
401 N Morton St
Bloomington, IN 47404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Scott May

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Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

MOBILE

Uel Zing
924 W. Kirkwood Avenue
Bloomington IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued APR 25 2013

By Thomas W Shapard

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

of

UEL WORKS, L.L.C.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, April 16, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 16, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

RECEIVED 04/16/2013 10:17 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
4/16/2013 10:39 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

UEL WORKS, L.L.C.

924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE II - REGISTERED OFFICE AND AGENT

SAMUEL D SVEEN
924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to dissolve?:	Perpetual
Who will the entity be managed by?:	Managers
Effective Date:	4/16/2013
Electronic Signature:	SAMUEL D SVEEN

RESOLUTION 2013-35
Itinerant Merchant Food Vendor in Public Right of Way
Samuel Sveen – Uel Works, LLC

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City streets, alleys, sewers, public grounds, and other City property; and

WHEREAS, Samuel Sveen ("Vendor") is desirous of using public on-street parking and sidewalks within the City of Bloomington for the purpose of selling food via a mobile kitchen and food cart; and

WHEREAS, Vendor has agreed to hold the City of Bloomington, City of Bloomington Board of Public Works, or any of their agents or employees harmless for any and all actions, losses or claims arising from said event, a copy of which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington Board of Public Works declares that Vendor has permission to use on-street public parking and sidewalks for the purposes of selling food via a mobile kitchen for one year beginning on the day that License is issued by the City _____, 2013 thru _____ 2014.

The following conditions attach to this approval:

1. Vendor agrees to maintain a clear five-foot path for pedestrians at all times.
2. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business.
3. Vendor will have obtained a valid Itinerant Merchant license issued by the City of Bloomington Controller's Office prior to operation on City property.
4. Vendor shall not conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same types of goods, wares, services, foods, or products.
5. Vendor shall honor parking restrictions as posted for any parking spot that they may utilize, but may not park in a street median strip or an alleyway.
6. Vendor shall locate his business a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, building entrance or walk-up window.
7. Vendor shall locate his business a reasonable distance from another mobile kitchen, food cart or food stand.
8. Vendor shall not locate his business in front of the primary entrance to a retail business, office building or church.
9. Vendor shall not locate his business on the following portions of the B-Line Trail:
   a) From the north side of Country Club Road to the south side of Dodds Street;
   b) From the north side of 2nd Street to the south side of 3rd Street; and
   c) From the north side of 4th Street to the south side of 6th Street.

10. Vendor shall not locate his business within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
    a) City of Bloomington Farmers' Market;
    b) City of Bloomington Holiday Market;
    c) The Taste of Bloomington;
    d) Lotus World Music and Arts Festival;

e) The Fourth Street Festival;
f) Arts Fair on the Square;
g) Strawberry Festival;
h) Canopy of Lights;
i) Fourth of July Parade; and
j) Any other special events approved by the City Controller.

11. Vendor may locate his business in a public parking space according to parking restrictions for that space including Bloomington Municipal Code section 15.32 which is attached as Exhibit A of this document.
12. Vendor shall not locate his business in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
13. Vendor shall conduct their business in accordance with the Standards of Conduct noted in Bloomington Municipal Code section 4.16.100.

This approval may be renewed by the Director of Public Works no more than once a year provided Vendor has complied with all conditions of this approval; complied with all applicable laws, ordinances, rules and regulations; and the City has received no valid complaints regarding Vendor's activities associated with this approval.

ADOPTED THIS_____DAY OF _____, 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara

_____
Dr. Frank N. Hrisomalos

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2013-35 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

_____
Samuel Sveen

Date: _____

MARK KRUZAN
MAYOR
CITY OF BLOOMINGTON
401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p 812.349.3418
f 812.349.3520

Greetings from the City of Bloomington!

The Department of Economic and Sustainable Development welcomes your business into the Bloomington community. Our office would like to assist you in operating a successful business and complying with applicable laws and statutes.

This information packet will help you understand the process for obtaining a Mobile Food Vendor's License and the Itinerant Merchant, Solicitor, or Peddler's License. The full application can be seen below, along with important Festival and Itinerant Merchant Contact Information and relevant Bloomington Municipal Code.

Food vendors within the City of Bloomington must first obtain Mobile Food Vendor's License from the Monroe County Health Department. For more information, contact the Health Department at 812-349-2896, or visit [http://www.co.monroe.in.us].

Once these documents are secured, please contact the Department of Economic and Sustainable Development at 812-349-3418 for assistance in obtaining an approval for use of public right of way from the Department of Public Works.

Other itinerant merchants, solicitors, or peddlers seeking to operate within the City of Bloomington should also contact us for assistance in securing the license or for more information.

The City of Bloomington
Department of Economic and Sustainable Development

CITY OF BLOOMINGTON
economic & sustainable development

Itinerant Merchant, Solicitor and Peddler License Application Checklist

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3418

License Length and Fee Information

Valid License: Length of License:	◉ 24 hours	○ 72 hours	○ 1 Calendar Week	○ 30 Days	○ 6 Months	✳ 1 Year
License Fee:	$15	$40	$75	$125	$175	$240

Applicant Information

Name:	Samuel Sveen		
Title:	Owner	Date of Birth:	10/11/87
Physical Address:	924 W Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	sveen52@gmail.com		
Phone Number:	605-380-4012	Mobile Phone:	605-380-4012

Corporate Contact Information

Name of Employer:	Uel Zing				
Physical Address of Employer:	924 W Kirkwood Ave				
City, State, Zip:	Bloomington, IN 47404				
Phone Number of Employer:	605-380-4012				
Employer is a:	◉ Firm	● Limited Liability Corporation	○ Corporation	○ Partnership	○ Sole Proprietor

Description of product or service to be sold and any equipment to be used (You may attach additional information as needed):

Iced Coffee, cream and sugar syrup.
Coffee ~~grinder~~, 10 gallon coolers, ice coolers, wooden cart + bicycle

If applicable, a description of Motor Vehicle or Mobile Trailer to be used: 3x4' wooden cart to be pulled by bicycle	
License Plate Number:	Vehicle Identification Number (VIN):
Please attach two (2) pictures of the vehicle and trailer.	

You Must Obtain the Following:

☑	Proof of insurance in accordance with the limits described in Section 4.16.070 of the Bloomington Municipal Code: • Personal Injury: $100,000.00 per occurrence and $300,000 in the aggregate • Property Damage: $25,000.00 per occurrence and $50,000.00 in the aggregate
☑	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.

You May Need To Obtain and Provide the Following (Staff will advise):

☑	If you will be using, handling, selling or distributing food, you must submit a copy of the Monroe County Health Department permit and a Certified Food Handler Certificate.
☐	If you will conduct business in the City of Bloomington public right-of-way, you need to obtain a letter of approval from the Board of Public Works.
☐	If you will conduct business in or on property owned and/or managed by the City of Bloomington Parks and Recreation Department, you need to obtain a letter of approval from the Parks Department.
☐	If your product or service will produce any type of spark, flame or fire in the course of your business, you need to submit a copy of a Permit for Open Burning issued by the City of Bloomington Fire Department.

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.

2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.

3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors and administrators of those individuals. The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Name (printed):	SAMUEL D SVEEN
Signature:	[signature]
Date Release Signed:	4/23/13

Festival General Contact Information

Event	Dates	Contact Person	Phone Number
Bloomington Farmers' Market	Every Saturday, April – November	Marcia Veldman, Market Coordinator	(812) 349-3700
Strawberry Festival	Mid-May	Christina Hurlow, Boys & Girls Club	812-287-8771
Taste of Bloomington	Mid-June	Talisha Coppock, Co-Director	(812) 336-3681
Arts Fair on the Square	Mid-August	Lee Burckes, Event Manager	(812) 334-1188
4th of July Parade	July 4th	Becky Barrick	(812) 349-3700
4th Street Festival	Early September	4th Street Committee	(812) 335-3814
Lotus World Music and Arts Festival	Late September	Lotus Office	(812) 336-3959
Bloomington Holiday Market	Final Farmers' Market	Marcia Veldman, Market Coordinator	(812) 349-3700
Canopy of Lights	Friday after Thanksgiving	Talisha Coppock	(812) 336-3681

Itinerant Merchant Contact Information

Permit Issuer	Location	Contact Person	Phone Number
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543
Bloomington Board of Public Works (Conducting Business in Public Right-of-Way)	401 N. Morton St. Suite 130 Bloomington, IN	Miah Michaelsen, Economic & Sustainable Development	(812) 349-3534
Bloomington Parks and Recreation Department (Conducting Business on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Judy Seigle, Office Manager	(812) 349-3700
Bloomington Fire Department (Conducting Business that will produce any type of spark/fire hazard)	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

Chapter 4.16 - ITINERANT MERCHANTS, SOLICITORS AND PEDDLERS*

Sections:

4.16.010 - Definitions.
4.16.020 - License required.
4.16.030 - License application.
4.16.040 - Issuance or denial of license.
4.16.050 - License fee.
4.16.060 - Effect of cessation of business.
4.16.070 - Insurance and indemnity.
4.16.080 - License identification and display.
4.16.090 - Prohibited locations.
4.16.100 - Standards of conduct.
4.16.110 - Revocation of license.
4.16.120 - Appeal.
4.16.130 - Penalty.

4.16.010 - Definitions.

As used in this chapter, the following words mean, unless otherwise designated:

"Benevolent organization" means an organization which is free from the possibility of profits accruing to the founders, officers, directors or members.

"Itinerant merchant" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who engages in a temporary or transient business of selling and delivering goods, wares, or merchandise within the City of Bloomington ("city"), and who, in furtherance of such business, leases, uses or occupies any temporary structure, motor vehicle, trailer, tent, lot, cart, street, alley, sidewalk or any other such place, public or private, within the city for the exhibition and sale of such goods, wares, or merchandise or who provides a service to the community. The person, firm, limited liability company, corporation or organization so engaged shall not be relieved from the provisions of this section by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by reason of conducting such temporary business in connection with or as a party of any local business or in the name of any local dealer, trader, merchant or auctioneer.

"Peddler" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who sells and makes immediate delivery or offers for sale an immediate delivery of any goods, wares, merchandise or item in the possession of the seller at any place in the City of Bloomington other than a fixed place of business, but shall not include salesmen or agents for wholesale houses or firms who sell to retail dealers for resale or sell to manufacturers for manufacturing purposes or to bidders for public works or supplies.

"Solicitor" means any person or persons, firm, limited liability company, corporation or organization, either principal or agent, employer or employee who engages in the business of going from house to house, place to place, in or along the streets, within the City of Bloomington selling or taking orders for or offering to sell or take orders for goods, wares or merchandize or other things of value for future delivery or for services to be performed in the future.

(Ord. No. 09-05, § I, 4-15-2009)

4.16.020 - License required.

It shall be unlawful to conduct a business of soliciting, peddling, and/or engaging in the business of being an itinerant merchant within the City of Bloomington, unless a valid license has first been issued to the solicitor, peddler and/or itinerant merchant by the City Controller. A license is not required under this Chapter if the business activity only includes the provision of transportation to the general public; however, such business must comply with any and all other applicable state or local laws. A license is also not required for entities exempted under I.C. 25-37-1-10.

(Ord. No. 09-05, § I, 4-15-2009)

4.16.030 - License application.

Any person desiring a license under this chapter shall submit a fully completed application to the City Controller at least fourteen (14) days prior to the proposed date of conducting the business activity. The application must set forth or have attached the following information as specified below:

(a)The applicant's name, current physical address, telephone number and date of birth;

(b)The name, current physical address, and telephone number of the person, firm, limited liability company, corporation or organization which the applicant is employed by or represents, and the length of time of such employment or representation;

(c)If the applicant is employed by or represents a firm, limited liability company or corporation, the applicant shall provide the name and current physical address of all members of the firm or limited liability company, or all officers of the corporation, as the case may be;

(d)If the applicant is employed by or represents a corporation or a limited liability company then there shall be stated on the application the date of incorporation or organization, the state of incorporation or organization, and if the applicant is a corporation or limited liability company formed in a state other than the State of Indiana, the date on which such corporation or limited liability company qualified to transact business as a foreign corporation or foreign limited liability company in the State of Indiana;

(e)A brief description of the nature of the business in which the applicant is engaged, the length of time for which the applicant desires to transact business, the hours of the day the applicant desires to transact business and the type of products or services to be sold or rendered;

(f)The place or places where said business may be conducted, and a written statement, if applicable, from the owner of such place or places authorizing the applicant to conduct said business;

(g)A detailed inventory and description of the goods, wares and merchandise to be offered for sale, the manner in which the same is to be advertised for sale and the representations to be made in connection therewith;

(h)The category of license the applicant is seeking: itinerant merchant, peddler or solicitor;

(i)The type of license the applicant is seeking: one (1) day; seventy-two (72) hour; one (1) calendar week; thirty (30) day; six (6) month; or one (1) year.

(j)The date, or approximate date, of the latest previous application for a license, if any, was submitted to the City Controller;

(k)A statement whether a license, under the provisions of this Chapter, or any other similar ordinance of the City of Bloomington or any county or municipality, has been revoked, together with the details thereof;
(l)If a motor vehicle and or mobile trailer is to be used, a description of the same, together with the current vehicle identification number and license number of said vehicle and/or trailer as issued by the relevant state agency and any other identification as will serve to identify said vehicle or trailer and its owner;
(m)The designation of a resident of the City of Bloomington as a registered agent for purposes of receiving notices from the City of Bloomington or other service of process, as a result of doing business in the City of Bloomington;
(n)Attached to the application shall be credentials from the person, firm, limited liability company, corporation or organization for which the applicant proposes to do business and authorizing the applicant to act as such representative;
(o)Attached to the application shall be a copy of the Monroe County Health Department permit if the applicant will be using, handling, selling or distributing food.
(p)If the applicant is applying for an itinerant merchant license, a copy of the itinerant merchant license issued by Monroe County, Indiana, shall be attached to the application;
(q)If the applicant will conduct business in the City of Bloomington public right of way, attached to the application shall be a letter of approval from the Board of Public Works. Said applicant shall be required to adhere to any standards or restrictions noted in the letter of approval provided by the Board of Public Works.
(r)If the applicant will conduct business in or on property owned and/or managed by the City of Bloomington Parks Department, attached to the applicant shall be a letter of approval from the City of Bloomington Parks Department. Said applicant shall be required to adhere to any standards or restrictions noted in the letter of approval provided by the City of Bloomington Parks Department.
(s)If the applicant will produce any type of spark, flame or fire in the course of his/her business, he/or she shall attach a copy of an open burning permit issued by the City of Bloomington Fire Department.
(t)) Attached to the application shall be proof of insurance in accordance with the limits described in section 4.16.070 of this Chapter; and
(u)Any additional information that the City Controller may deem necessary to process the application.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.040 - Issuance or denial of license.

(a)After consideration of the application and all information and data obtained relative thereto, the City Controller shall issue a license to the applicant if he/she determines that the applicant has the qualifications and meets the requirements of this Chapter, and all other applicable laws, ordinances and policies; if not, the application shall be denied and the applicant shall not engage in or carry out any business herein defined in the City of Bloomington.
(b)An application shall be denied if the applicant, any person who is to participate in the business or any person who will be responsible for the management or supervision of the applicant's business has, at any time, had a license under this Chapter revoked by the city or any other governmental agency or body. An application shall also be denied if the purpose of the business is otherwise unlawful.
(c)An application may be denied if the applicant, any person who is to participate in the business or any person who will be responsible for the management or supervision of the applicant's business has, within ten (10) years, violated the provisions of this Chapter.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.050 - License fee.

(a)Each applicant shall pay a license fee in accordance with the schedule set forth below (all licenses are for a consecutive period of time):
(1)One (1) Day License: $15.00
(2)Seventy-two (72) Hour License: $40.00
(3)One (1) Week License: $75.00
(4)Thirty (30) Day License: $120.00
(5)Six (6) Month License: $175.00
(6)One (1) Year License: $240.00
(b)The following listed organizations and/or entities are exempt from payment of a licensing fee, so long as the proceeds thereof are to be used exclusively for religious, charitable, educational or scientific purposes, but are nonetheless required to adhere to all other requirements of this chapter:
(1)Churches;
(2)Schools;
(3)Benevolent organizations;
(4)Fraternal organizations; and
(5)Other similarly situated organizations.
(c)Participants at the following special events are exempt from the provisions of this Chapter:
(1)City of Bloomington's Farmers' Market;
(2)City of Bloomington's Holiday Market;
(3)The Taste of Bloomington;
(4)Lotus World Music and Arts Festival;
(5)The Fourth Street Festival;
(6)City of Bloomington A Fair of the Arts;
(7)Strawberry Festival;
(8)Canopy of Lights;
(9)Fourth of July Parade; and
(10)Any other special events approved by the City Controller.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.060 - Effect of cessation of business.

No deductions shall be allowed from the fee for a license issued pursuant to this Chapter for any part of the term of which the licensee does not engage in such business.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.070 - Insurance and indemnity.

(a)Each applicant for a license shall provide a certificate of liability insurance to the City Controller upon a form approved by the Corporation Counsel for the City of Bloomington, insuring the applicant, and naming the City of Bloomington, as co-insured, against the following liabilities and in the following amounts relative to such retail activity:

(1)Personal injury: $100,000.00 per occurrence and $300,000.00 in the aggregate; and
(2)Property damage: $25,000.00 per occurrence and $50,000.00 in the aggregate.
(b)Each applicant shall provide a document, approved by the Corporation Counsel for the City of Bloomington, in which the applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.080 - License identification and display.

(a)Any itinerant merchant, peddler and/or solicitor being duly licensed according to the provisions of this Chapter shall wear on his/her person at all times, and in plain view while operating in the City of Bloomington, a license furnished by the City Controller. This license shall serve as notice to the public that such itinerant merchant, peddler and/or solicitor is duly licensed by the City of Bloomington and has the necessary approval of the City Controller;
(b)All itinerant merchants, peddlers and/or solicitors shall prominently display the license issued by the City Controller and shall exhibit the same whenever he/she is requested to do so by any police officer or any person who approaches the itinerant merchant, peddler and/or solicitor for purposes of engaging in or carrying on the business defined therein; and
(c)Failure to display or exhibit a license in accordance with this section may be grounds for suspension or revocation of said license.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.090 - Prohibited locations.

(a)No itinerant merchant, peddler or solicitor may be located in any public park, plaza or parking lot/facility, without written authorization from the City of Bloomington; and
(b)No itinerant merchant, peddler or solicitor may conduct business on the same side of the street and within fifty (50) feet of a primary entry way into a ground level retail establishment which offers the same type of goods, wares, services, foods, or products as the itinerant merchant, peddler or solicitor; and
(c)No itinerant merchant, peddler or solicitor may be located nor any such sales be made in a street, a street median strip or an alleyway; and
(d)Itinerant merchants, peddlers and/or solicitors shall locate themselves a reasonable distance from any posted bus stop, taxi stand, crosswalk, driveway, alleyway, right-of-way lines of two (2) or more intersecting streets or building entrance or walk-up window; and
(e)Itinerant merchants, peddlers and/or solicitors shall locate themselves a reasonable distance from another cart or stand. Where two (2) or more carts or stands are so located, the cart or stand which has been most recently located in violation of this provision shall be required to move so as not be in violation; and
(f)No itinerant merchant, peddler or solicitor may sell or peddle any ware at a location directly in front of the primary entrance to a retail business, office building or church. The area in which an itinerant merchant, peddler or solicitor may not sell or peddle any wares is defined by the doorway line, lines running on either side of the door to the nearest curb, and the curb lines. If an itinerant merchant, peddler or solicitor has the prior written approval of the retail business, office building or church it wishes to sell or peddle its wares in front of, this section need not apply; and
(g)No itinerant merchants, peddlers or solicitors may be located nor any such sales be made on the following portions of the City of Bloomington B-Line Trail:
(1)From the north side of Country Club Road to the south side of Dodds Street
(2)From the north side of 2nd Street to the south side of 3rd Street
(3)From the north side of 4th Street to the south side of 6th Street; and
(h)No itinerant merchant, peddler or solicitor may be located nor any such sales be made on public property within a one block radius of the following special events during the hours of their operation unless prior written consent has been provided by the coordinator or director of the special event:
(1)City of Bloomington Farmers' Market
(2)City of Bloomington Holiday Market
(3)The Taste of Bloomington
(4)Lotus World Music and Arts Festival
(5)The Fourth Street Festival
(6)Arts Fair on the Square
(7)Strawberry Festival
(8)Canopy of Lights;
(9)Fourth of July Parade; and
(10)Any other special events approved by the City Controller; and
(i)No itinerant merchant, peddler or solicitor may be located in a public parking space unless prior approval has been granted by the Board of Public Works; and
(j)No itinerant merchant, peddler or solicitor may be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.100 - Standards of conduct.

All itinerant merchants, peddlers and solicitors engaged in or carrying on the business defined herein shall conform to the following standards of conduct:
(a)Itinerant merchants, peddlers and solicitors shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code;
(b)A device may not be used which would amplify sounds nor may attention be drawn to the itinerant merchant's, peddler's or solicitor's business by an aural means or a light-producing device;
(c)Itinerant merchants, peddlers and solicitors shall, within a reasonable time, clearly reveal to the prospective buyer, the product or service they are selling or securing orders for future delivery, the company they are employed by or represent, and the exact price and conditions of the proposed sale;
(d)No cart or stand may be permanently or temporarily affixed to any fixed object, and no cart or stand may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, signs, telephone poles, streetlight poles, traffic signal poles or fire hydrants;
(e)No cart or stand may be used to advertise any product or service which is not authorized to be sold from that cart or stand;
(f)No itinerant merchant, peddler or solicitor may display a sign that is greater than 1½ square feet in total area;
(g)No cart or stand may make use of any public or private electrical outlet while in operation;

(h)Efforts shall be made by each itinerant merchant, peddler or solicitor to protect against littering; each cart or stand must have an adequate trash receptacle which is emptied sufficiently often to allow disposal of litter and waste by the public at any time; the trash receptacle on the cart or stand shall not be emptied into trash receptacles owned by the City of Bloomington; and liquid from a cart or stand may not be discharged on or in a city sewer or drain or elsewhere on city property, nor on private property without the express written consent of the owner thereof;
(i)Pedestrians shall not be exposed to any undue safety or health hazard nor shall a public nuisance be created;
(j)Each cart or stand shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred;
(k)Foods which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or eating the food shall be sold in proper containers; and
(l)It shall be unlawful for any licensee to enter upon any residential premises in the City of Bloomington where the owner, occupant or person legally in charge of the premises has posted, at the entry to the premises, or at the entry to principal building on the premises, a sign bearing the words, "No Peddlers," "No Solicitors," or other words of similar import.
(m)Itinerant merchants, peddlers and/or solicitors who use a grill or a device that may result in a spark, flame or fire shall adhere to the following additional standards:
(1)Stand approximately twenty (20) feet from a building or structure;
(2)Provide a barrier between the grill or device and the general public;
(3)The spark, flame or fire shall not exceed twelve (12) inches in height; and
(4)A fire extinguisher shall be within reaching distance of the itinerant merchant, peddler or solicitor at all times.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.110 - Revocation of license.

(a)Any license issued under this Chapter shall be revoked by the City Controller if the holder of the license is found to have violated this Chapter or any other applicable law or ordinance, or ceases to possess the qualifications required for licensing hereunder, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a license under this Chapter.
(b)Immediately upon the revocation of a license issued under this Chapter, written notice thereof shall be given by the City Controller to the holder of the license by certified mail, return receipt requested, addressed to the applicant's physical address or his/her agent as set forth in the application. Immediately upon the mailing of such notice, the license shall become null and void. Concurrently, city staff shall notify the licensee of the revocation in person or by phone.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.120 - Appeal.

Any applicant or licensee aggrieved by the action of the City Controller in the denial, suspension or revocation of a license or any person who is issued a citation shall have the right of appeal to the Board of Public Works. Such appeal shall be taken by filing with the Board of Public Works within ten (10) days after the action complained of, a written statement setting forth fully the grounds for the appeal. The decision and order of the Board of Public Works on such appeal shall be final and conclusive.
(Ord. No. 09-05, § I, 4-15-2009)

4.16.130 - Penalty.

Citations may be issued by the Chief of Police or his or her designee:
(a)Each day that any violation continues shall be considered a separate violation for purposes of the penalties specified in this Chapter.
(b)Any person, firm, limited liability company, corporation or organization who violates any provision of this Chapter, or who makes a false statement upon an application for a license provided herein, shall be subject to a fine of two hundred fifty dollars ($250.00).
(c)Any person, firm, limited liability company, corporation or organization who conducts any business described in this Chapter, without first obtaining a license as described herein, shall be assessed a fine of five hundred dollars ($500.00).
(Ord. No. 09-05, § I, 4-15-2009)

SVEES-1 OP ID: RM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Robert Scott McCoy 812-334-2400 812-332-3646	CONTACT NAME: Scott McCoy PHONE (A/C, No, Ext): 812-353-6493 FAX (A/C, No): 812-332-3646 E-MAIL ADDRESS: smccoy@mayagency.com
INSURED UEL Works LLC Samuel Sveen 924 W Kirkwood Ave Bloomington, IN 47401	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Indiana Insurance Companies — 22659 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BLS55546667	05/01/13	05/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 300,000 $ 300,000 $ 15,000 $ 300,000 $ 600,000 $ 600,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Bloomington
Department of Economic and
Sustainable Development
401 N Morton St
Bloomington, IN 47404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Scott May

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Food Service Establishment

Monroe County Health Department
Bloomington, IN 47404-3989
812-349-2542

MOBILE

Uel Zing
924 W. Kirkwood Avenue
Bloomington IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

Issued APR 25 2013

By Thomas W Shapard

2013

Expires 1/31/14

This License Is Not Transferable to Another Individual or Location

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ORGANIZATION

of

UEL WORKS, L.L.C.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, April 16, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 16, 2013

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

RECEIVED 04/16/2013 10:17 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
4/16/2013 10:39 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

UEL WORKS, L.L.C.

924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE II - REGISTERED OFFICE AND AGENT

SAMUEL D SVEEN
924 W KIRKWOOD AVE, BLOOMINGTON, IN 47404

ARTICLE III – GENERAL INFORMATION

What is the latest date upon which the entity is to dissolve?:	Perpetual
Who will the entity be managed by?:	Managers
Effective Date:	4/16/2013
Electronic Signature:	SAMUEL D SVEEN

Board of Public Works
Staff Report

Project/Event: Recovery Engagement Center Noise Permit

Petitioner/Representative: Recovery Engagement Center's Circle of Recovery

Staff Representative: Miah Michaelsen

Meeting Date: May 7, 2013

Event Date: Sunday, June 23, 2013

The Recovery Engagement Center's Circle of Recovery volunteers are hosting their 3rd annual Recovery Fest picnic at the Cascades Park Sycamore Shelter in their continued effort to provide, support and enhance the quality of life for the recovering community. This event will be Sunday, June 23 from 1 – 5 p.m. and provides healthy activities and a platform to celebrate recovery. The music will play for 1 hour during the event in two 30 minute sets.

Staff recommends approval of the request.

Recommend ☐ **Approval** ☐ **Denial by** Miah Michaelsen

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact Miah Michaelsen with any questions: (812) 349-3418 or michaelm@bloomington.in.gov

Event and Noise Information

Name of Event:	Recovery Enagement Center- Recovery Fest 2013Cascades Shelter			
Location of Event:	Cascades Park Sycamore Shelter			
Date of Event:	06/23/13	Time of Event:	Start: 1:00pm	
Calendar Day of Week:	Sunday		End: 5:00pm	
Description of Event:	The Recovery Engagement Center's Circle Of Recovery volunteers are hosting its 3rd annual Recovery Fest picnic. In our continued effort to provide, support and enhance the quality of life for our recovering community this event provides healthy activities and a platform to celebrate recovery. The music will play for 1 hour. (two 30 minute sets).			
Source of Noise:	☐ Live Band	■ Instrument	☐ Loudspeaker	Will Noise be Amplified? ■ Yes ☐ No
Is this a Charity Event?	☐ Yes ■ No	If Yes, to Benefit:		

Applicant Information

Name:	Jody Chatelain		
Organization:	Recovery Engagement Center	Title:	Volunteer Coordinator
Physical Address:	221 North Rogers		
Email Address:	jody.chatelain@centerstone.org	Phone Number:	812-606-3615
Signature:	Jody Chatelain	Date:	04/24/13

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waives the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS

_____	_____
Charlotte T. Zietlow, President	James McNamara
_____	_____
Date	Dr. Frank N. Hrisomalos

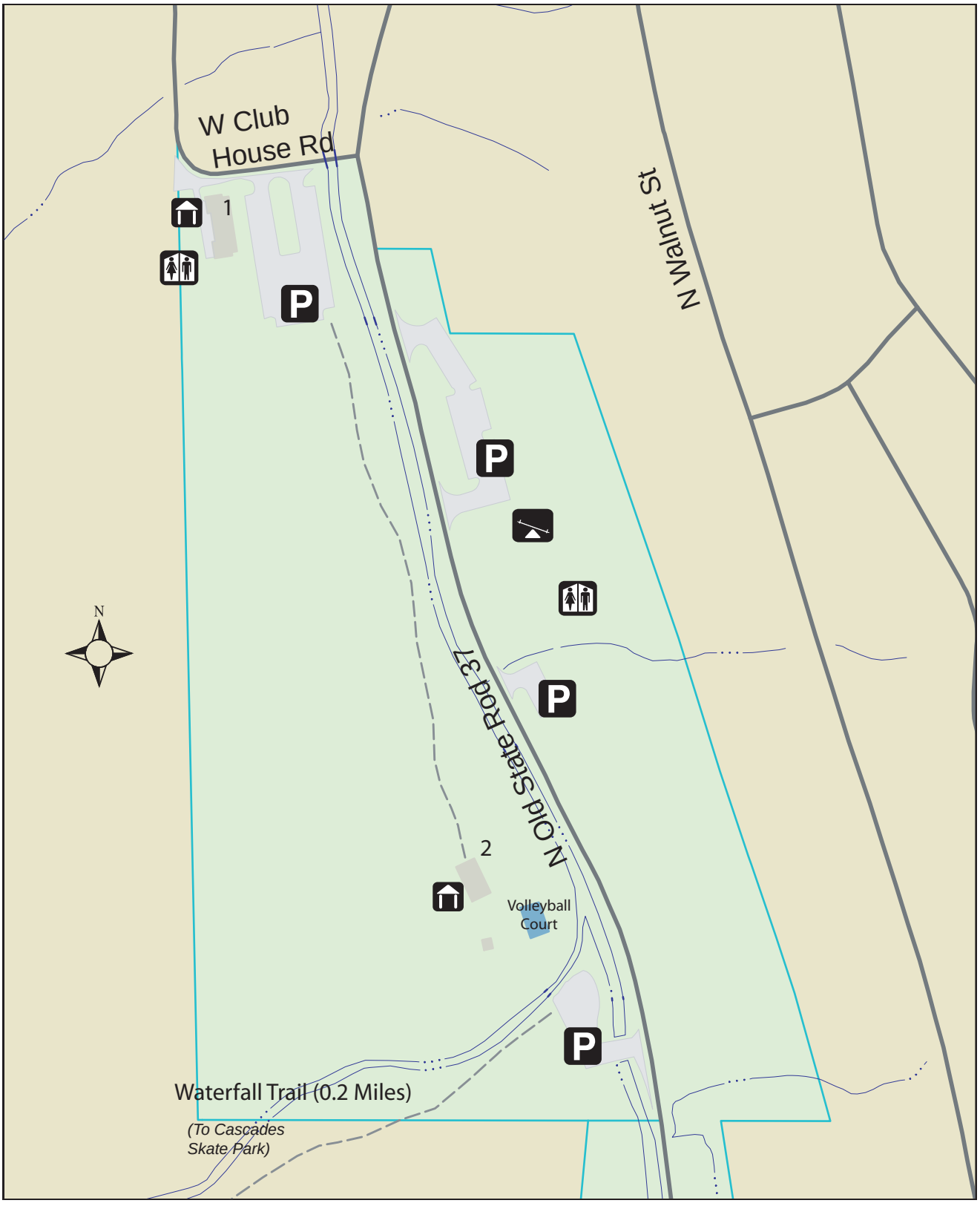
CITY OF BLOOMINGTON
parks and recreation

Lower Cascades Park Shelters

Legend
- Restrooms
- Parking
- Shelter
- Playground
- Trail

To Lower Cascades Ballfields

Shelters
1 - Sycamore
2 - Waterfall



http://www.bloomington.in.gov/parks 812.349.3700 Monday - Friday 8 AM - 5 PM

07-29-08

Board of Public Works
Staff Report

Project/Event:	Award of Bids for South Walnut Street Landscaping
Petitioner/Representative:	Shawn Eurton, Mother Nature Landscaping, INC.
Staff Representative:	Justin Wykoff, Senior Project Manager
Date:	May 7, 2013

Report: The City of Bloomington Public Works – Engineering Division received quotes for the landscaping of South Walnut Street;

Mother Nature Landscaping - $20,416.00

Nature's Way Landscaping - $31,738.31

All quote information is included with this recommendation including quantities and costs for each items to be provided.

Recommendation and Supporting Justification:

The City of Bloomington Engineering Division recommends the award go to Mother Nature Landscaping in the amount of $20,416.00.

Recommend ☒ **Approval** ☐ **Denial by** Justin D. Wykoff

City of Bloomington
Human Rights Commission

TO: ENGINEERING DEPT.
Att: Jeff Heerdink

DATE: May 1, 2013

RE BIDS FOR: South Walnut Street Landscaping project

DEADLINE: May 2, 2013

Dear Board Members:

I have reviewed the affirmative action plan for

C & H Lawn & Landscaping, Inc.

which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara McKinney

Barbara E. McKinney (BT)
Director

BEM: bt

Cc: File
Bidder

401 N. Morton Street • Bloomington, IN 47404 City Hall Phone: (812) 349-3429 • Fax: (812) 349-3441
www.bloomington.in.gov
e-mail: human.rights@bloomington.in.gov

City of Bloomington
Human Rights Commission

TO: ENGINEERING DEPT.
Att: Jeff Heerdink

DATE: May 1, 2013

RE BIDS FOR: South Walnut Street Landscaping project

DEADLINE: May 2, 2013

Dear Board Members:

I have reviewed the affirmative action plan for

Mother Nature Landscaping

which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara McKinney

Barbara E. McKinney (BT)
Director

BEM: bt

Cc: File
Bidder

401 N. Morton Street • Bloomington, IN 47404 City Hall Phone: (812) 349-3429 • Fax: (812) 349-3441
www.bloomington.in.gov
e-mail: human.rights@bloomington.in.gov

City of Bloomington
Human Rights Commission

TO: Board of Public Works

DATE: 5/2/13

RE BIDS FOR: S. Walnut St. Landscape

DEADLINE: 5/2/13

Dear Board Members:

I have reviewed the affirmative action plan for

Nature's Way

which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara E. McKinney
Director

BEM: bt
cc: File
Bidder ✓

401 N. Morton Street • Bloomington, IN 47404 City Hall Phone: (812) 349-3429 • Fax: (812) 349-3441
www.bloomington.in.gov
e-mail: human.rights@bloomington.in.gov

PROPOSED:

PW 2013-10

WALNUT STREET LANDSCAPE PLAN

LETTING DATE: May 2, 2013 (2:00p.m. local time)

FOR:

THE CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 100

BLOOMINGTON, INDIANA

SUBMITTED BY:

Mother Nature Landscaping, Inc.

Company or Firm Name

4848 S. Walnut Pike Rd.

Street and Number

Bloomington IN. 47401

City or Town State Zip Code

QUOTE FORM

This Quote Summary Sheet shall be completed and submitted with all other Quote Documents.

The Lump Sum cost to complete the Walnut Street Landscape Plan PW2013-10 is;

TWENTY THOUSAND FOUR HUNDRED SIXTEEN, $ 20,416

All work shall be completed within 45 calendar days from date of the Notice to Proceed. Any and all Subcontractors performing work valued over $10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
- NONE -		

UNIT PRICE SHEET

FOR

PW 2013-10, Walnut Street Landscape Project (1st Street to 3rd Street)

For Additions/Deductions

PROVIDE PRICES FOR ALL CHECKED ITEMS

Item #	Description	Price Each	Unit
☒	Planting Mix – Good Earth Garden Blend	$60.00	~~TON~~ CU. YD
☒	Big Blue Liriope	$12.00	EA
☒	Moonbeam Coreopsis	$12.00	EA
☒	Ruby Stella Del Oro Daylilly	$12.00	EA
☒	Snowcap Shasta Daisy	$12.00	EA
☒	Controller – ~~Tucor~~ TORO DDC-WP Series Battery Oper.	$187.00	EA
☒	Quick Couple Valve – Rain Bird 5RC	SEE BELOW	EA
☒	Drip Remote Control Valve – Rain Bird XCZ-100-PRF	$60.00	EA
☒	Dripline – Rain Bird XFD-06-18	$.50	~~EA~~ LN. FT.
☒	QUICK COUPLER VALVE - RAINBIRD 7 QCV	$130.00	EA
☒	QUICK COUPLER KEY - RAINBIRD 7K	$135.00	EA
☐			EA
☐			EA
☐			LF
☐			EA
☐			EA
☐			EA
☐			LF
☐			SY
☐			SY
☐			SY
☐			EA
☐			LF
☐			LF
☐			LF
☐			LF
☐			LF
☐			LF
☐	PRICES INCLUDE LABOR		TON
☐			EA
☐			EA
☐			EA

- All prices shall reflect complete installation as shown and specified on the plans or stated in the specifications.
- Example: Sidewalk includes stone bedding, excavation; Asphalt Pathway includes stone, base, surface and backfill, excavation, etc.

Prescribed by the State Board of Accounts Form No. 96 (Revised 2000)

CONTRACTORS BID FOR PUBLIC WORKS
PART I
(To be completed for all bids)
(Please type or print)

Date: May 1, 2013

1. Governmental Unit (Owner): City of Bloomington, Dept. of Public Works
2. County: Monroe
3. Bidder (Firm): Mother Nature Landscaping, Inc.
   Address: 4848 S. Walnut Pike Rd.
   City/State: Bloomington, In. 47401
4. Telephone/Fax Number: (V) 812-339-5296 (F) 812-339-5716
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Bloomington, Dept. of Public Works (Governmental Unit) in accordance with plans and specifications prepared by Cornerstone Planning and Design and dated 3/15/13 for the sum of Twenty Thousand Four Hundred Sixteen $ 20,416.

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. Steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such contract.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this 1ST day of MAY, 2013.

MOTHER NATURE LANDSCAPING, INC.
(Name of Organization)

By Shawn Eurton

President
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Shawn Eurton being duly sworn, deposes and says that he is President (Title) of the above Mother Nature Landscaping, Inc (Name of Organization) and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 1st day of May, 2013.

Cynthia K Pennington
Notary Public

My Commission Expires: 1/30/2015

~~County of Residence:~~ Lawrence

Form No. 96 Revised 2000

BID OF

Mother Nature Landscaping, Inc.
(Contractor)

4848 S. Walnut Pike Rd.
(Address)

Bloomington, IN. 47401

FOR
PUBLIC WORKS PROJECT
OF

PW 2013-10
Walnut Street Landscape Plan

Filed _____, _____.

Action Taken _____

ACCEPTANCE

The above bid is accepted this _____ day of _____ , _____ , subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

Governmental Unit: CITY OF BLOOMINGTON, DEPT. OF PUBLIC WORKS

Bidder (Firm): MOTHER NATURE LANDSCAPING, INC.

Date: MAY 1ST, 2013

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
N/A			

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
N/A			

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.
Mick Reneisen

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.) AFTER RECIEPT OF LETER OF INTENT, MATERIAL ORDERS WILL BE PLACED, MOBILIZATION OF EQUIPMENT AND PERSONEL NEEDED FOR LANDSCAPE AND IRRIGATION WOULD FOLLOW.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval. NO SUBCONTRACTORS ARE REQUIRED FOR THIS PROJECT

3. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
FRONT END LOADERS, MINI FRONTEND LOADERS, DUMP & DELIVERY TRUCKS, VARIOUS MANUAL & POWERED EQUIPMENT

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.
UNIT PRICES HAVE BEEN ESTABLISHED WITH BOTH LANDSCAPE & IRRIGATION VENDORS

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this 2nd day of May, 2013.

Mother Nature Landscaping, Inc.
(Name of Organization)

By Shawn Eurton

President
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Shawn Eurton being duly sworn, deposes and says that he is President (Title) of the above Mother Nature Landscaping, Inc. (Name of Organization) and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of May, 2013.

Cynthia K Pennington
Notary Public

My Commission Expires: 1/30/2015

County of Residence: Lawrence

Mother Nature Landscaping Incorporated
Balance Sheet Prev Year Comparison
As of December 31, 2012

	Dec 31, 12	Dec 31, 11	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
McClaren Landscape Account 0901	8,341.17	0.00	8,341.17	100.0%
Invisible Fence Checking - GAB	29,141.92	11,799.52	17,342.40	147.0%
German/American	34,751.19	1,372.32	33,378.87	2,432.3%
Checking - ONB	0.00	26,497.89	-26,497.89	-100.0%
Invisible Fence Checking - ONB	1,882.55	9,292.83	-7,410.28	-79.7%
Savings - ONB	0.00	1,225.41	-1,225.41	-100.0%
Total Checking/Savings	74,116.83	50,187.97	23,928.86	47.7%
Other Current Assets				
NR - Shareholder	118,707.00	120,000.00	-1,293.00	-1.1%
Employee Advance	1,290.73	17,078.03	-15,787.30	-92.4%
Total Other Current Assets	119,997.73	137,078.03	-17,080.30	-12.5%
Total Current Assets	194,114.56	187,266.00	6,848.56	3.7%
Fixed Assets				
Fixed Assets	1,092,516.93	707,356.42	385,160.51	54.5%
Accumulated Depreciation	-1,082,996.23	-692,845.22	-390,151.01	-56.3%
Total Fixed Assets	9,520.70	14,511.20	-4,990.50	-34.4%
Other Assets				
Goodwill	10,000.00	10,000.00	0.00	0.0%
Accumulated Amortization	-1,611.12	-944.45	-666.67	-70.6%
NR - Canopy Gardens Inc	3,313.49	3,313.49	0.00	0.0%
Total Other Assets	11,702.37	12,369.04	-666.67	-5.4%
TOTAL ASSETS	**215,337.63**	**214,146.24**	**1,191.39**	**0.6%**
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Other Current Liabilities				
Garnishment	264.38	0.00	264.38	100.0%
NP - GAB LOC	0.00	40,000.00	-40,000.00	-100.0%
Fica & Federal Payable	3,881.57	1,936.88	1,944.69	100.4%
State & County Payable	1,650.00	1,882.00	-232.00	-12.3%
Suta Payable	1,337.72	242.49	1,095.23	451.7%
Futa Payable	2,794.23	1,002.89	1,791.34	178.6%
Accrued Pension Match	12,777.99	11,274.57	1,503.42	13.3%
Pension Plan Payable	0.00	1,602.14	-1,602.14	-100.0%
Total Other Current Liabilities	22,705.89	57,940.97	-35,235.08	-60.8%
Total Current Liabilities	22,705.89	57,940.97	-35,235.08	-60.8%
Long Term Liabilities				
NP - Ford Credit	42,361.33	0.00	42,361.33	100.0%
NP - Jim Baugh	25,000.00	0.00	25,000.00	100.0%
NP - GAB McClaren 3780	146,464.47	0.00	146,464.47	100.0%
NP - GAB 9780 Bobcat	13,275.02	0.00	13,275.02	100.0%
NP - Infiniti	59,608.06	61,432.40	-1,824.34	-3.0%
NP - McClaren	0.00	15,010.00	-15,010.00	-100.0%
NP - GAB 0780 - GMC 3500	23,029.05	29,211.20	-6,182.15	-21.2%
NP - Huntington 2010 Dodge	14,052.91	21,699.73	-7,646.82	-35.2%
NP - Toro/Dingo	7,709.16	24,164.76	-16,455.60	-68.1%
Total Long Term Liabilities	331,500.00	151,518.09	179,981.91	118.8%
Total Liabilities	354,205.89	209,459.06	144,746.83	69.1%

Mother Nature Landscaping Incorporated
Balance Sheet Prev Year Comparison
As of December 31, 2012

	Dec 31, 12	Dec 31, 11	$ Change	% Change
Equity				
Additional Paid in Capital	95,238.94	95,238.94	0.00	0.0%
Distributions	-221,908.15	-194,043.72	-27,864.43	-14.4%
Opening Bal Equity	100.00	100.00	0.00	0.0%
Retained Earnings	-90,651.76	75,156.82	-165,808.58	-220.6%
Net Income	78,352.71	28,235.14	50,117.57	177.5%
Total Equity	-138,868.26	4,687.18	-143,555.44	-3,062.7%
TOTAL LIABILITIES & EQUITY	**215,337.63**	**214,146.24**	**1,191.39**	**0.6%**

Mother Nature Landscaping Incorporated
Profit & Loss Prev Year Comparison
January through December 2012

	Jan - Dec 12	Jan - Dec 11	$ Change	% Change
Ordinary Income/Expense				
Income				
Sales	2,929,040.82	1,900,462.02	1,028,578.80	54.1%
Sales Tax Collected	-69,430.18	-50,741.33	-18,688.85	-36.8%
Total Income	2,859,610.64	1,849,720.69	1,009,889.95	54.6%
Cost of Goods Sold				
Cost of Goods - Material	783,765.65	673,006.00	110,759.65	16.5%
Total COGS	783,765.65	673,006.00	110,759.65	16.5%
Gross Profit	2,075,844.99	1,176,714.69	899,130.30	76.4%
Expense				
Utilities - Internet	886.35	0.00	886.35	100.0%
Transfer from Account	0.00	0.00	0.00	0.0%
Loan	0.00	0.00	0.00	0.0%
Amortization Expense	666.67	666.67	0.00	0.0%
Wages	0.00	0.00	0.00	0.0%
Accounting	12,509.18	9,669.47	2,839.71	29.4%
Advertising	27,936.96	11,585.33	16,351.63	141.1%
Automobile Expense				
Fuel	54,999.94	0.00	54,999.94	100.0%
Automobile Expense - Other	13,345.87	15,001.91	-1,656.04	-11.0%
Total Automobile Expense	68,345.81	15,001.91	53,343.90	355.6%
Bank Service Charges	1,560.59	2,550.65	-990.06	-38.8%
Contract Labor	111,306.12	79,283.69	32,022.43	40.4%
Contributions	8,144.50	5,713.00	2,431.50	42.6%
Depreciation Expense	390,151.01	174,060.79	216,090.22	124.2%
Dues and Subscriptions	319.70	1,090.96	-771.26	-70.7%
Employee Welfare	1,237.91	2,853.37	-1,615.46	-56.6%
Equipment Rental	4,900.09	3,005.99	1,894.10	63.0%
Insurance - Health	34,874.07	25,125.81	9,748.26	38.8%
Insurance - Liability	35,451.00	21,905.04	13,545.96	61.8%
Insurance - Renters	1,233.00	0.00	1,233.00	100.0%
Insurance - Worker's Comp	17,290.94	11,116.00	6,174.94	55.6%
Interest Expense	27,032.65	185.80	26,846.85	14,449.3%
Legal Fees	4,043.96	2,326.57	1,717.39	73.8%
Licenses & Permits	565.00	140.00	425.00	303.6%
Miscellaneous Expense	695.63	0.00	695.63	100.0%
Office Expense	6,652.18	9,191.36	-2,539.18	-27.6%
Pension Expense	13,277.99	11,274.57	2,003.42	17.8%
Postage and Delivery	0.00	434.57	-434.57	-100.0%
Printing and Reproduction	854.95	0.00	854.95	100.0%
Professional Development	0.00	59.00	-59.00	-100.0%
Rent	41,426.32	7,600.00	33,826.32	445.1%
Repairs & Maintenance	60,721.24	41,096.60	19,624.64	47.8%
Small Tools	4,571.95	5,911.40	-1,339.45	-22.7%
Salaries - Officer	143,269.20	149,999.98	-6,730.78	-4.5%
Salaries - Other	826,620.78	473,756.37	352,864.41	74.5%
Taxes - Fica	74,260.56	23,372.73	50,887.83	217.7%
Taxes - Futa	4,539.70	2,709.00	1,830.70	67.6%
Taxes - Real Estate	18,250.79	10,652.44	7,598.35	71.3%
Taxes - Suta	31,465.27	18,500.15	12,965.12	70.1%
Taxes - Other	0.00	2,314.81	-2,314.81	-100.0%
Telephone	16,619.12	12,543.22	4,075.90	32.5%
Trash Service	5,048.09	2,299.91	2,748.18	119.5%
Travel	390.00	2,116.91	-1,726.91	-81.6%
Uniforms	0.00	609.74	-609.74	-100.0%
Utilities - Gas & Electric	4,616.80	4,733.33	-116.53	-2.5%
Utilities - Water	908.28	801.92	106.36	13.3%
Total Expense	2,002,644.36	1,146,259.06	856,385.30	74.7%
Net Ordinary Income	73,200.63	30,455.63	42,745.00	140.4%

Mother Nature Landscaping Incorporated
Profit & Loss Prev Year Comparison
January through December 2012

	Jan - Dec 12	Jan - Dec 11	$ Change	% Change
Other Income/Expense				
Other Income				
Interest Income	0.00	2.32	-2.32	-100.0%
Other Income	5,152.08	-2,222.81	7,374.89	331.8%
Total Other Income	5,152.08	-2,220.49	7,372.57	332.0%
Net Other Income	5,152.08	-2,220.49	7,372.57	332.0%
Net Income	**78,352.71**	**28,235.14**	**50,117.57**	**177.5%**

Mother Nature

4848 S. Walnut Pike, Rd. Bloomington, IN 47401

Proposal For: City of Bloomington
Address:
Phone:

Owners to Furnish All Trees

506 Big Blue Liriope 1 gal		$8	$4,048
276 Moonbeam Coreopsi 1 gal		$8	$2,208
134 Ruby Stella D Oro Daylilly	1 gal	$8	$1,072
276 SnowCap Shasta Daisy 1 gal		$8	$2,208
30 yards Garden Blend Soil		$40	$1,200
10 yards Hardwood Mulch		$25	$ 250
1,035sq.ft. Fertilizer			$ 250
Irrigation Materials			$1,280
		Materials Total:	$12,516.00

Delivery of Trees from Bluegrass Farm/Labor for All Bed Prep/
Soil Installation/Fertilization/Plant Installation/Irrigation Installation/
Mulch Installation and Clean-Up

Labor Total: $ 7,900.00

Total Project Cost: $20,416

***Please call with any questions/ Shawn Eurton 339-5296

QUOTE FORM

This Quote Summary Sheet shall be completed and submitted with all other Quote Documents.

The Lump Sum cost to complete the Walnut Street Landscape Plan PW2013-10 is;

Thirty-one thousand Seven hundred Thirty-eight 31/00, $ 31,738.31

All work shall be completed within 45 calendar days from date of the Notice to Proceed. Any and all Subcontractors performing work valued over $10,000 shall be listed below: Any subcontractor not listed below at the time of bid, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK
N/A.		

UNIT PRICE SHEET

FOR

PW 2013-10, Walnut Street Landscape Project (1st Street to 3rd Street)

For Additions/Deductions

PROVIDE PRICES FOR ALL CHECKED ITEMS

Item #	Description	Price Each	Unit
☒	Planting Mix – ~~Good Earth Garden Blend~~ Greendell Farms	$92.00 / CY	~~TON~~ CY
☒	Big Blue Liriope	7.85	EA
☒	Moonbeam Coreopsis	9.35	EA
☒	Ruby Stella Del Oro Daylilly	9.35	EA
☒	Snowcap Shasta Daisy	9.35	EA
☒	Controller – Tucor DDC-WP Series Battery Oper.	419.80	EA
☒	Quick Couple Valve – Rain Bird ~~5RC~~ 7K 1.5"	609.53	EA
☒	Drip Remote Control Valve – Rain Bird XCZ-100-PRF	371.56	EA
☒	Dripline – Rain Bird XFD-06-18	576.92	EA
☐			EA
☐			EA
☐			EA
☐			EA
☐			LF
☐			EA
☐			EA
☐			EA
☐			LF
☐			SY
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☐			LF
☐			LF
☐			LF
☐			LF
☐			TON
☐			EA
☐			EA
☐			EA

- **All prices shall reflect complete installation as shown and specified on the plans or stated in the specifications.**
- **Example: Sidewalk includes stone bedding, excavation; Asphalt Pathway includes stone, base, surface and backfill, excavation, etc.**

Prescribed by the State Board of Accounts Form No. 96 (Revised 2000)

CONTRACTORS BID FOR PUBLIC WORKS
PART I
(To be completed for all bids)
(Please type or print)

Date: MAY 2, 2013

1. Governmental Unit (Owner): CITY OF BLOOMINGTON
2. County: MONROE
3. Bidder (Firm): Nature's Way, inc.
   Address: 7330 N. Wayport Rd.
   City/State: Bloomington, IN 47408
4. Telephone/Fax Number: 812-876-7888 / 812-876-8477
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of PW 2013-10, Walnut St. Landscape Project (1st to 3rd street) (Governmental Unit) in accordance with plans and specifications prepared by City of Bloomington and dated 5/2/2013 for the sum of Thirty-one thousand Seven hundred Eighty-three & 31/100 $ 31,783.31.

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. Steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.
I.V. (Bart Kaufman Baseball) Mia Williams
YMCA - Pool Replacement - Building Associates

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
(1) Start Mid/Late June — complete w/i 45 days
(2) Coordinate traffic control w/ Matt Smethurst
(3) Approximately 5 employees on project.

2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand, a listing must be provided prior to contract approval.
N/A

3. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
Auger for tree planting
Roto-til for bed supplementing
Back hoe A/N.
~~Excavator Sod cutter~~

4. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? Otherwise, please explain the rationale used which would corroborate the prices listed.
N/A

ACCEPTANCE

The above bid is accepted this _____ day of _____ , _____ , subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

Governmental Unit: _____

Bidder (Firm): _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
$30,000.00	Landscape	Summer 2012	City of Bloomington
$ 5,000.00	Landscape	Fall 2012	City of Bloomington

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
$1,000.00	Landscape	Spring, 2013	City of Bloomington

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this 2nd day of May, 2013.

_____
(Name of Organization)

By Valaurie Zygmowicz

Vice President.
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

NOTARY PUBLIC SEAL INDIANA

Valaurie Zygmowicz being duly sworn, deposes and says that he is

Vice President of the above Nature's Way, Inc
(Title) (Name of Organization)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of MAY, 2013.

Christina Fenley
Notary Public

My Commission Expires: 4-9-15

County of Residence: Monroe

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such contract.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at 5/2/13 this _____ day of _____, _____.

Nature's Way, inc.
(Name of Organization)

By Valaurie Zygmowicz

Vice President Nature's Way, inc.
(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF Indiana)
) SS:
COUNTY OF Monroe)

Valaurie Zygmowicz being duly sworn, deposes and says that he is

Vice President of the above Nature's Way, Inc
(Title) (Name of Organization)

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

NOTARY PUBLIC SEAL INDIANA

Subscribed and sworn to before me this 2nd day of May, 2013.

Christina Finley
Notary Public

My Commission Expires: 4-9-15

County of Residence: Monroe

Form No. 96 Revised 2000

BID OF

Nature's Way, inc.
(Contractor)

7330 N. Wayport Rd.
(Address)

Bloomington, IN 47408

FOR
PUBLIC WORKS PROJECT
OF

Walnut Street Landscape Plan
PW 2013-10

Filed _____

Action Taken _____

RESOLUTION 2013-36
AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, FOR THE ACQUISITION OF EQUIPMENT.

WHEREAS, the Board of Public Works of the City of Bloomington ("Lessee") has determined that a true and very real need exists for surveillance cameras, electronic gates and payment mechanisms at its downtown garages, and for the installation of parking meters in the downtown ("Equipment"); and,

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and,

WHEREAS, Lessee proposes to enter into a lease/purchase agreement with First Financial Equipment Finance, LLC ("Agreement") substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED

Section 1. BEST INTERESTS OF LESSEE. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this Resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. AUTHORIZATION. The Agreement is hereby approved. The Mayor of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The Clerk of Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Agreement.

Section 4. EFFECTIVE DATE. This Resolution shall take effect immediately. The undersigned certifies that the above resolution has not been repealed or amended and remains in full force and effect, and further certifies that the above and foregoing Agreement is substantially the same as presented at said meeting of the governing body of Lessee.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this _____ day of May 2013.

BOARD OF PUBLIC WORKS:

_____
Charlotte Zietlow, President

_____
James McNamara, Vice President

_____
Dr. Frank N. Hrisomalos, Secretary

MASTER LEASE-PURCHASE AGREEMENT

By and between

FIRST FINANCIAL EQUIPMENT FINANCE, LLC
(Lessor)

and

CITY OF BLOOMINGTON, INDIANA
(Lessee)

DATED AS OF [DATE]

THIS INSTRUMENT IS INTENDED BY THE PARTIES TO CONSTITUTE
A SECURITY AGREEMENT UNDER THE INDIANA UNIFORM COMMERCIAL CODE
TO THE EXTENT APPLICABLE

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MASTER LEASE-PURCHASE AGREEMENT

This Master Lease-Purchase Agreement (the "Agreement"), made and entered into as of this **[DATE]**, by and between First Financial Equipment Finance, LLC ("hereinafter called together with its successors and assigns, if any, "Lessor"), an Ohio limited liability corporation with offices at 255 E. Fifth Street Cincinnati, OH 45202 and the City of Bloomington, Indiana (the "Lessee"), with its designated address at **[LESSEE ADDRESS]**, a political subdivision of the State of Indiana, organized and existing under and by virtue of the laws and Constitution of the State of Indiana.

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire equipment and other items of personal property and to finance such equipment and/or personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Agreement certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease and sell them to Lessee pursuant to this Agreement;

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Certain Defined Terms and References.

(a) In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given below unless the context clearly requires otherwise:

"Additional Rent" means the payments required to be made pursuant to Section 7 in addition to the Base Rent.

"Agreement" means this Master Lease-Purchase Agreement as the same may be amended or supplemented from time to time, and all other documents and certificates required to be executed in connection herewith.

"Applicable Rate of Interest" means such rate as shall be determined from the Schedule of Payments (attached as ***Exhibit B*** hereto, which may be amended or supplemented from time to time) with respect to each Individual Payment Schedule.

"Authorized Officer," when used:

(i) With respect to Lessee, means any officer of Lessee who is designated in writing by Lessee, by laws of the State of Indiana, or by the body of Lessee approving this Agreement, as an Authorized Officer for the purposes of any Lease.

(ii) With respect to Lessor, means any officer of Lessor who is designated in writing as an Authorized Officer for purposes of any Lease.

(iii) With respect to any successor to Lessor as Lessor, means the officer of the successor who is designated in writing by the successor's governing body as an Authorized Officer for purposes of any Lease.

"Base Rent" means the payments, including the principal and interest components thereof, specified in the Individual Payment Schedules attached hereto.

"Commencement Date" means the date when the term of the Individual Payment Schedule begins and Lessee's obligation to make Lease-Purchase Payments accrues, as evidenced by payment by Lessor to the Vendor of Equipment or by the deposit by Lessor into the Acquisition Fund of the moneys required by the Escrow Agreement.

"Contractor" means each of the manufacturers or vendors from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery or installation of the Equipment.

"Environmental Laws" means all federal, state, local and foreign laws and any consent decrees, settlement agreements, judgments, orders, directories, policies or programs issued by or entered into with an Official Body pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment, (c) employee safety in the workplace; (d) the presence, use, management, generation, manufacture, processing, extraction, treatment recycling, refining, reclamation, labeling, transport, storage, collection, distribution, disposal or release of threat of regulated substances (for example, "hazardous substances," "pollutants," "pollution," "contaminants," "hazardous or toxic substances"...); (e) the presence of contamination (i.e. the release of regulated substances in or from the Equipment); (f) the protection of endangered or threatened species, and (g) the protection of environmentally sensitive areas (i.e. wetlands, coastal zones, areas of historic or archeological significance, endangered or threatened species or floodplain).

"Equipment" means the personal property described in the Individual Payment Schedules, which is being leased and purchased by Lessee pursuant to this Agreement. The property so listed shall be, collectively, the "Equipment" and individually, a "Unit of Equipment."

"Equipment Location" means the location or locations within Lessee's jurisdiction where the Equipment is installed, used or maintained by Lessee.

"Final Renewal Period" means the last Fiscal Period during which a Lease will be renewed, as shall be indicated in the Individual Payment Schedule with respect to each Unit of Equipment.

"Fiscal Period" means the applicable fiscal year of Lessee.

"Implicit Rate of Interest" means the rate used to determine the interest portion of the Lease-Purchase Payments, as set forth in the Individual Payment Schedules.

"Individual Payment Schedules" means the schedules which identify specific Units of Equipment, the Commencement Date of the individual leases and terms thereof (which are treated as separate lease obligations) which may become a part of this Agreement from time to time. Each Individual Payment Schedule shall consist of the forms attached hereto as ***Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G,*** as each exhibit may be applicable to a specific lease, and supplemental documents including an original invoice or purchase order and any other documents needed to perfect a security interest in the Equipment by Lessor.

"Initial Period" means such period as shall be indicated by the Commencement Date set forth in each Individual Payment Schedule for the Equipment, which shall terminate the last day of Lessee's then current Fiscal Period or as otherwise indicated on the Individual Payment Schedule. The term of the Leases will be renewed in the manner described in Section 6 hereof at the end of the Initial Period or any Renewal Period for one (1) additional year or Fiscal Period or as otherwise indicated on the Individual Payment Schedule, upon Lessee's budgeting and appropriation of sufficient funds for the making of Lease-Purchase Payments for the next occurring Renewal Period with respect to the Equipment or specific Units of Equipment, as provided in Section 10 of this Agreement.

"Lease" or "Leases" means the individual leases of Equipment or Units of Equipment, as specified in an Individual Payment Schedule together with this Agreement.

"Lease-Purchase Payment Account" means the account established by Lessor for receipt and deposit of the Lease-Purchase Payments of Lessee under this Agreement and for deposit of any insurance proceeds not used for repair or replacement of Equipment, as provided in Section 19 of this Agreement.

"Lease-Purchase Payments" means the sum of the Base Rent and any Additional Rent due at or during a stated time.

"Lease Term" means, collectively, the Initial Period and thereafter, each Renewal Period provided for in this Agreement.

"Lessee" means as referenced above, which is a political subdivision of the State.

"Lessor" means as referenced above, or its successors or assigns.

"Maximum Fiscal Periods" means the total number of Fiscal Periods of Lessee during which the leases may be renewed, as shown on the Individual Payment Schedules.

"Official Body" means any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Payment Date" means each date of payment during the Lease Term designated as a Payment Date in the Individual Payment Schedules.

"Purchase Price" means, as of any Purchase Price Date, the amount set forth in the Individual Payment Schedules which Lessee may pay to purchase the Equipment or specific Units of Equipment.

"Purchase Price Date" means any Payment Date referred to in the Individual Payment Schedules, on which Lessee may purchase the Equipment or specific Units of Equipment by payment of the applicable Purchase Price after payment of the Lease-Purchase Payment due on such date.

"Renewal Period" means any Fiscal Period subsequent to the Initial Period of a Lease during which such Lease is renewed.

"State" means the State or Commonwealth where Lessee is located.

"Tax Equivalent Yield" means the Implicit Rate of Interest divided by the remainder resulting from subtracting the current maximum federal corporate income tax rate from one.

"Taxable Rate of Interest" means a rate of interest equal to the Tax Equivalent Yield.

"Unit of Equipment" means each individual unit of Equipment, as further explained in the definition of "Equipment" herein.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

(b) References to sections, exhibits or attachments, unless otherwise indicated, are to sections of or exhibits or attachments to this Agreement.

SECTION 2. Assignment of Warranties.

Lessor shall assign to Lessee during the Lease Term and does hereby assign, all warranties, if any, express or implied with respect to the Equipment. Such assignment includes an authorization to Lessee to obtain the customary services furnished in connection with those warranties, at Lessee's expense.

SECTION 3. Lease of Equipment.

Lessor hereby agrees to demise, lease and let to Lessee, and Lessee hereby agrees to rent, lease and hire from Lessor, the Equipment in accordance with the provisions of this Agreement, to have and to hold for the Lease Term. Upon and during acquisition of the Equipment, all

leasehold rights granted to Lessee by Lessor under this Agreement shall vest in Lessee, without any further action on the part of Lessor.

The lease of each Unit of Equipment shall be evidenced by an Individual Payment Schedule executed by Lessor and Lessee describing specific personal property, and setting forth provisions relating to the rent, term of the Lease, and other details relating to such Equipment. The Lease for each Unit of Equipment shall become effective on the Commencement Date, and the Individual Payment Schedule for such Equipment shall specify such date as the effective date of the Lease.

SECTION 4. Disbursements.

Lessor and Lessee agree to either disburse funds directly to the Vendor of Equipment or to Lessee as directed by Lessee. Lessee is authorized to use all such funds for payment of, or reimbursement to Lessor or Lessee for payment of, the following:

(a) Expenses incurred in connection with the authorization, issuance and delivery of this Agreement and the preparation and delivery of all agreements, instruments and documents related thereto, including, but not limited to, all financial, legal, administrative, accounting and printing fees, expenses and charges and all recording, filing or insurance, and any other fees, expenses or charges relating to the acquisition and/or installation of the Equipment or the execution of this Agreement and any Individual Payment Schedule hereto;

(b) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition and/or installation of the Equipment; and

(c) Any other costs relating to the Equipment for which payment may be made under the terms of this Agreement.

Any disbursements from the Acquisition Fund for the payment of costs shall be made upon acceptance of the Equipment pursuant to Section 5 hereof or upon the condition that acceptance of the Equipment shall be forthcoming in accordance with Section 5 hereto.

Reimbursements to Lessee for amounts paid on the Equipment (by virtue of a down payment or payment for the Equipment) from the amounts provided for by this Agreement must be in accordance with Treas. Regs. § 1.150-2.

SECTION 5. Acceptance of Equipment.

Upon the acquisition and installation of each Unit of Equipment, Lessee shall acknowledge and certify in writing its acceptance of such Equipment by signing a Certificate of Acceptance, substantially in the form attached hereto as ***Exhibit C*** or provide such acknowledgement and certification within a reasonable period of time (not to exceed 10 days) after such acquisition and installation.

SECTION 6. Lease Term.

The term of each Lease will be for the Initial Period and will be renewable upon budgeting by Lessee of sufficient funds to pay Base Rent and Additional Rent no later than the first day of each succeeding Fiscal Period for the Maximum Fiscal Periods indicated on the Individual Payment Schedules, unless Lessee exercises its Purchase Option (as specified in Section 20 hereto) prior to the end of the Final Renewal Period. Each Lease will terminate upon payment of the final Lease-Purchase Payment indicated on the applicable Individual Payment Schedule (plus any Additional Rent payable under the terms of this Agreement), or on a sooner Purchase Price Date.

SECTION 7. Base Rent; Late Payments; Additional Rent; Advances.

(a) Lessee agrees to pay to Lessor during the Lease Term of each Lease the Lease-Purchase Payments set forth in the Individual Payment Schedules on the dates and in the amounts set forth therein, including the interest components thereof, equal to the amounts provided below in this Section. Subject to Section 10(c) hereto and Section 18 hereto, the Lease-Purchase Payments during the Lease Term will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

(b) Lessee agrees to pay as Base Rent directly to Lessor the following amounts:

(i) Lessee agrees to pay the Lease-Purchase Payments specified in each Individual Payment Schedule. Each payment shall be applied first to payment of the interest component of the respective Lease-Purchase Payment.

(ii) To the extent permitted by law, if any Lease-Purchase Payment shall not have been received by Lessor ten (10) days after the applicable Payment Date, which payment has not been accelerated, Lessee agrees to pay a one-time late payment charge equal to 1-1/2% of the amount of the Lease-Purchase Payment due and owing. This 1-1/2% late payment charge shall be assessed each month (or alternatively on each applicable Payment Date, as determined in the sole discretion of Lessor) after the applicable 10-day grace period, one-time on any and all unpaid amount of the Lease-Purchase Payment then due and owing, and such late payment charge shall not be re-assessed on any paid or unpaid past amounts due and owing.

(c) Lessee agrees to pay to Lessor the following amounts as Additional Rent:

(i) Consistent with Section 17 herein, Lessee represents that no charges, fees or taxes (local, state or federal) are currently imposed on the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, exclusive of taxes on or measured by Lessor's income, and acknowledges that no provision has been made for the inclusion of any such charges or taxes in the Base Rent. If during the Lease Term, the ownership, leasing, rental, sale, purchase, possession or use of the Equipment shall result in the imposition on Lessor of any

charges, fees or taxes (local, state or federal), exclusive of taxes on or measured by Lessor's income, Lessee shall promptly pay to Lessor, upon receipt from Lessor of a statement therefor, as Additional Rent an amount equal to those charges, fees and/or taxes imposed on Lessor.

(ii) Upon an Event of Default, Lessee will pay to Lessor as Additional Rent all reasonable costs and expenses incurred or to be paid by Lessor under this Agreement, including Lessor's reasonable out-of-pocket expenses and Lessor's reasonable attorney fees, which were not part of the original cost of the Equipment.

(iii) Lessee will pay to Lessor, as Additional Rent, all supplemental payments required by Section 8(d) below in the amount necessary to preserve the Tax Equivalent Yield to Lessor under the terms of this Agreement, in the manner provided therein.

(d) If Lessee does not make payment of all or any part of the Additional Rent, Lessor shall have the right, but shall not be obligated, to pay or advance the amount of such Additional Rent. If Lessor pays any portion of such Additional Rent, Lessee shall pay Lessor no later than the end of the then existing Initial Term or Renewal Term, an amount equal to the sum of such Additional Rent and the costs incurred by Lessor in making such payment or advance, including the amount Lessor would have earned from investment of the amount paid or advanced before repayment thereof as determined by the prime rate of First Financial Bank, as announced from time to time, plus 1.0%. Lessor shall notify Lessee in writing of the costs incurred in any case of its paying or advancing such Additional Rent. If Lessor pays or advances such Additional Rent, and is repaid as provided for in this paragraph, then such initial failure to pay shall be deemed to be cured and shall not be deemed to be an Event of Default under Section 22 of this Agreement.

(e) Lease-Purchase Payments shall be payable at the designated commercial leasing office of Lessor or at such other place as Lessor may from time to time designate in writing.

(f) Lessee shall not permit the federal government to guarantee any Lease-Purchase Payments under any Lease.

SECTION 8. Actions Relating to Tax Exemption of Interest Components.

(a) Lessor and Lessee each covenant that it will restrict the use of moneys realized under this Agreement or otherwise in connection with the acquisition and financing of the Equipment in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of entering into this Agreement, so that there will not exist at any time any obligation in connection with this Agreement or the Equipment that constitutes an obligation the interest on which is includible in gross income for federal income tax purposes or an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the

regulations prescribed under that Section and any subsequent amendments or modifications thereto. Any officer of Lessor or Lessee having responsibility with respect to the execution and delivery of this Agreement shall, alone or in conjunction with any other officer, employee or agent of or consultant to Lessor or Lessee, give an appropriate certificate of Lessor or Lessee pursuant to Sections 103 and 148 of the Code and those regulations, setting forth the reasonable expectations of Lessor or Lessee on the date of entering into each Individual Payment Schedule of this Agreement, substantially in the form attached hereto as ***Exhibit D***, regarding each Lease and the use of those moneys.

(b) Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would result in the loss of the exclusion from gross income for federal income tax purposes of the component of the Lease-Purchase Payments designated as interest on the Individual Payment Schedules afforded under Section 103(a) of the Code.

(c) Lessor and Lessee each covenant to take all action required to maintain exclusion from gross income for federal income tax purposes afforded under Section 103(a) of the Code, of the Lease-Purchase Payments designated as the interest component on the Individual Payment Schedules attached hereto.

(d) (i) In the event that at anytime the yield to Lessor as to any Lease is decreased by any change in the limitation in the deductibility of the interest paid on debt incurred by Lessor to carry tax exempt obligations from that which is presently incurred by Lessor, or in the event there shall occur any other change in law which lowers the Tax Equivalent Yield to Lessor, then Lessee shall make a supplemental payment to Lessor annually, on written demand by Lessor, in an amount which is equal to the amount necessary on an after-tax basis to preserve the same Tax Equivalent Yield; and (ii) in the event that for any reason the interest portion of the Lease-Purchase Payments of any Lease is determined not to be excludable from gross income for federal income tax purposes, the Implicit Rate of Interest will increase to a rate equal to a Taxable Rate of Interest. In addition, Lessee will pay an amount equal to the difference between the portion of the Lease-Purchase Payments which constituted interest with respect to such Lease which were actually paid and the interest which would have been paid if the Implicit Rate of Interest had been a Taxable Rate of Interest from the Commencement Date or, if later, the effective date from which the interest component is determined to be taxable, plus any penalties, interest, assessments and additions to tax payable by Lessor as a result of the loss of the tax exempt status of interest on the Lease.

SECTION 9. Authority and Authorization.

In addition to the representations, covenants and warranties in Section 30 hereto, Lessee represents, warrants and covenants that: (a) Lessee is a political subdivision of the State, duly organized and validly existing under and by virtue of the laws of the State; (b) the execution, delivery and performance by Lessee of this Agreement and its obligations thereunder have been duly authorized by all necessary action on the part of Lessee; (c) this Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; (d) Lessee will do or cause to be done all things necessary to preserve and keep this Agreement, including

each Individual Payment Schedule hereunder, in full force and effect; (e) Lessee has complied with all requirements applicable to it, and has taken all steps for approval and adoption of this Agreement as a valid obligation on its part, including without limitation, compliance with all requirements relating to public bidding, referendums and debt limitations; and (f) sufficient funds are appropriated to pay all amounts due under this Agreement for the Initial Period.

This Agreement is not a commitment by Lessor to enter into any Individual Payment Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter any proposed Individual Payment Schedule, it being understood that whether Lessor enters into any proposed Individual Payment Schedule shall be a decision solely within Lessor's discretion.

SECTION 10. Title; Termination; Nonappropriation.

(a) (i) In order to secure its obligations hereunder, Lessor hereby retains title to the Equipment and grants to Lessee the beneficial use and possession of the Equipment during the Lease Term; provided, however, that while Lessee has beneficial use and/or possession of the Equipment, Lessor hereby grants, with recourse, and Lessee hereby accepts, title to the Equipment, subject to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (c) of this subsection; provided, further, that for purposes of any and all charges, fees, taxes (including without limitation, amounts due pursuant to Section 17 hereunder), and liability (whether civil or criminal), associated with the acquisition, maintenance, ownership, possession or use of the Equipment during the Lease Term, Lessee agrees that it shall be treated as title holder of the Equipment, without effect to Lessor's rights under this Agreement, particularly, Lessor's rights in paragraph (c) of this subsection.

(ii) Subject to Lessee's interests in the Equipment in the preceding paragraph, Lessor's interest in title to the Equipment shall include: (1) all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (2) all general intangibles, software intangibles and other property relating thereto (excluding accounts receivable), (3) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any of the Equipment, (4) all securities, funds, moneys, deposits and other property at any time held in or subject to the Acquisition Fund (subject to any interests of the Escrow Agent), (5) all accessions thereto, (6) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed or used in connection with any of the Equipment, (7) all substitutions for any of the Equipment and (8) proceeds of the Equipment (including, without limitation, any property acquired by Lessee with such proceeds).

(b) Subject to Lessee's interests in paragraph (a)(i) of this subsection, the Equipment shall remain the property of Lessor and Lessor's title to the Equipment shall fully pass to Lessee without cost upon (i) Lessee's exercise of the prepayment option granted in Section 20 hereof, or (ii) the complete payment and performance by Lessee of all of its obligations during the Lease Term; provided, however, that Lessee shall

immediately surrender beneficial use and possession of the Equipment to Lessor upon (1) termination of this Agreement without Lessee exercising its prepayment option to purchase with respect thereto, (2) an event of nonappropriation under Section 10(c) hereto, or (3) the occurrence of an Event of Default which is not cured in accordance with the terms of this Agreement. In any of such cases, Lessee agrees to execute such instruments and do such things as Lessor reasonably requests in order to effectuate transfer of any and all of Lessee's possession, right, title and interest in such Equipment, as is, to Lessor. Subject to Lessee's obligations under Section 14 hereof, it is hereby acknowledged by Lessor and Lessee that Lessee will purchase the Equipment on the terms set forth in the Individual Payment Schedules of this Agreement.

(c) It is Lessee's intent to pay Lease-Purchase Payments for the Initial Period and all Renewal Periods as scheduled on each Individual Payment Schedule if funds are legally available to it and in this regard, Lessee represents that the use of the Equipment is essential to its operations. If Lessee is not allotted funds for any successive Fiscal Period to continue paying the Lease-Purchase Payments as to any Individual Payment Schedule for the Units of Equipment relating thereto, Lessee may terminate the applicable Individual Payment Schedules of this Agreement at the end of the then current Fiscal Period, and Lessee shall not be obligated to make any payments thereon beyond the end of the then current Fiscal Period. Lessee shall provide Lessor with 90 day written notice of its intention to terminate this Agreement as a result of an event of nonappropriation. In such event, Lessor shall have all the rights and remedies to take possession of the Units of Equipment relating to the Individual Payment Schedules so terminated. Lessee agrees to transfer all of its right, title and interest and to peaceably surrender possession of the applicable Units of Equipment to Lessor or its assignee on the effective date of such termination, and to have such Equipment packaged for shipment and delivery to Lessor, at Lessee's sole cost an expense, in accordance with manufacturer's specifications.

SECTION 11. Security Interest.

For purposes of federal taxation and Article 9 of the Uniform Commercial Code (as adopted by the State of Indiana), the bargain for the Equipment under this Agreement shall be treated as a conditional sale.

To the extent permitted by law, and for the purpose of securing the prompt payment and performance as and when due of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a first priority security interest in the Equipment, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. To the extent permitted by law, Lessee agrees that with respect to the Equipment, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of the Equipment.

SECTION 12. Disclaimer of Warranties; Risk of Loss.

LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, SUBJECT TO LESSEE'S OBLIGATIONS UNDER SECTION 14 HEREOF, OF ANY OF THE EQUIPMENT OR AS TO ITS TITLE THERETO OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT and Lessor hereby assigns to Lessee for and during the Lease Term all manufacturer's warranties or guaranties, express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties or guaranties at Lessee's expense. Lessee acknowledges that the Equipment shall be purchased by Lessor in accordance with Lessee's specifications and from a vendor selected by Lessee; that Lessor is not a manufacturer of or dealer of such Equipment and takes no part in or responsibility for the installation of the Equipment, and that Lessor has made no representation or warranty and assumes no obligation with respect to the merchantability, condition, quality or fitness of the Equipment or the enforcement of the manufacturer's warranties or guaranties.

All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (a) any liability, loss or damage caused or alleged to be caused directly or indirectly by the Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstances in connection therewith; (b) the use, operation or performance of the Equipment or any risks relating thereto; (c) any interruption of service, loss of business or anticipated profits or consequential damages; or (d) the delivery, operation, servicing, maintenance, repair, improvement or replacement of the Equipment.

SECTION 13. Personal Property; Certificate of Title Laws.

The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building or fixtures thereon or otherwise attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise; however, if the Equipment is deemed to be a fixture, Lessee shall immediately notify Lessor of this designation and Lessee shall do all things necessary to assist Lessor (or its assignee) to preserve a perfected first priority security interest in the Equipment.

If any of the Equipment is subject to certificate of title laws during the Lease Term, Lessee shall deliver to Lessor contemporaneously with payment to the Vendor of such Equipment a copy of the manufacturer's certificate(s) of origin reflecting Lessee as the owner of the Equipment and Lessor as first lienholder. Lessee shall be responsible for the titling of vehicular Equipment and shall ensure each title application reflects Lessee as owner and Lessor as first lienholder and shall provide Lessor copies if each title application. The title application process shall be completed as soon as possible after payment to the Vendor for the vehicular

equipment. Lessee shall deliver the original certificate(s) of title to Lessor upon issuance thereof.

SECTION 14. Use; Maintenance and Repair.

(a) Lessee will: (i) use the Equipment in a careful manner for the use contemplated by this Agreement and the laws of the State with respect to equipment of this type; (ii) comply with all laws, insurance policies and regulations relating to the use, maintenance and operation of the Equipment; and (iii) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Equipment.

(b) Lessee, at its expense, will: (i) keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor, and (ii) obtain and maintain any governmental licenses and permits required for ownership and operation of the Equipment.

(c) Lessee will repair and maintain, or by contract provide for the proper repair and maintenance of, the Equipment during the Lease Term.

(d) Lessor agrees that during the Lease Term it will not impair Lessee's abilities to operate or maintain the Equipment in sound operating condition so that the Equipment will be able to carry out its intended functions.

SECTION 15. Alterations.

Following completion of the acquisition of the Equipment, Lessee will not make any alterations, additions, substitutions, subtractions or replacements to the Equipment which would have an adverse effect on either the nature of the Equipment or the function or value of the Equipment, unless such alterations, additions, substitutions, subtractions, replacements or improvements may be readily removed or re-added without damage to the Equipment. Any alterations, additions or improvements to the Equipment which may not be readily removed without damage to the Equipment, and any substitutions or replacements, shall be considered to constitute a part of the Equipment.

SECTION 16. Location; Inspection.

Lessee shall not remove the Equipment from the Equipment Location without the consent of Lessor, which consent shall not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect or observe the use, operation and maintenance of the Equipment.

SECTION 17. Fees, Taxes and Liens.

(a) Fees. Lessee shall be liable to reimburse Lessor for, and agrees to hold Lessor harmless from, all titling, recordation, documentary stamp and other fees arising at any time prior to or during the Lease Term, or upon or relating to the Equipment or this Agreement.

(b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment will be used for a governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), which form includes without limitation, ad valorem taxes (whether real or personal), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Lease Term against or with respect to the Equipment, as well as all utility and other charges incurred in the operation and use of the Equipment.

(c) Liens. Lessee shall keep the Equipment, the Acquisition Fund and the Bond Fund (as defined in the Escrow Agreement) free and clear of all liens, levies and encumbrances, except those created under this Agreement.

SECTION 18. Risk of Loss; Damage; Destruction.

Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever. Lessee will promptly repair or replace any portions of Equipment lost, destroyed, damaged or appropriated necessary to maintain the Equipment in sound operating condition so that at all times during the Lease Term the Equipment will be able to carry out its intended functions. Notwithstanding the foregoing, in the event the Equipment is partially or totally damaged or destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by Lessee, (x) it shall then be Lessee's obligation to restore and the Equipment as promptly as may be done, unavoidable strikes and other causes beyond Lessee's control excepted; provided, however, that Lessee shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by Lessee from the insurance provided for in Section 19 hereto, and provided further, Lessee shall not be required to rebuild or restore the Equipment if Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the Lease-Purchase Payments set forth in the Individual Payment Schedules shall be abated for the period during which the Equipment or any part thereof is unfit for use by Lessee, in proportion to the percentage of the Equipment which is unfit for use by Lessee.

SECTION 19. Insurance.

(a) Lessee during the Lease Term of this Agreement shall maintain:

(i) casualty and/or property insurance, with any loss deductible commonly used by Lessee, at a minimum covering the replacement value of the Equipment, naming Lessor as loss payee;

(ii) liability insurance covering the use of the Equipment, which may be a combination of self-insurance and an excess liability policy, naming Lessor as an additional insured; and

(iii) rent or rental value insurance in an amount equal to one (1) year of the aggregate amount of the Lease-Purchase Payments set forth in the Individual Payment Schedules against physical loss or damage of the type insured against pursuant to the requirements of Section 19(a)(i) hereto.

(b) The proceeds of any personal injury insurance, casualty insurance, or appropriation awards, to the extent they are not promptly used or encumbered for the purposes stated in Section 18 hereof, shall be paid to Lessor for deposit in the Lease-Purchase Payment Account, and proceeds deposited into the Lease-Purchase Payment Account shall applied to Lessee's Lease-Purchase Payments; and

(c) In the event of total destruction of any Units of Equipment, Lessee shall apply insurance proceeds, self-insurance and any other moneys available and appropriated for the purpose, to the acquisition of replacement Equipment; provided, however, Lessee shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by Lessee from the insurance provided for in Section 19 hereto, and provided further, Lessee shall not be required to rebuild or restore the Equipment if Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance. Upon the occurrence of such event, Lessee shall transfer all such money to Lessor in the amount equal to the remaining Lease-Purchase Payments.

SECTION 20. Purchase Option.

Lessee, upon 90 days prior written notice to Lessor and after the Commencement Date, shall have the right to purchase the Equipment, in whole, thereof on any Purchase Price Date by paying to Lessor the Lease-Purchase Payment then due on the applicable Individual Payment Schedule, together with the Purchase Price relating to that date. **[See also Section 6 to Equipment Schedule No. __]**

SECTION 21. Assignments.

(a) Lessee may not, without the prior written consent of Lessor: (i) assign, transfer, pledge, hypothecate or grant any security interest in or otherwise dispose of this Agreement or any Individual Payment Schedule under this Agreement or any Unit of Equipment (without replacement or substitution) or any interest in this Agreement or any Individual Payment Schedule under this Agreement or Unit of Equipment, or (ii) sublease the Equipment or permit it to be operated by anyone other than Lessee, Lessee's employees or persons authorized by Lessee in connection with Lessee's operation and maintenance of the Equipment.

(b) This Agreement and each Individual Payment Schedule and the obligations of Lessee to make payments under each Individual Payment Schedule, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantees, holders, assignees or subassignee by Lessor, whereupon such successors, grantees, holders, assignees or subassignee shall succeed to all of Lessor's rights and

(except to the extent of any servicing obligations retained by Lessor) obligations. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a notice of the same by Lessor or its grantees, holders, assignees or subassignee; provided, however, that failure to provide such notice to Lessee shall not invalidate, void or render ineffective such assignment. Such sale, disposition, assignment or reassignment shall be effective upon receipt of such notice by Lessee.

(c) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including registering of assignments, notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interest in the Equipment, in this Agreement and in each Individual Payment Schedule.

(d) To the extent permitted by law, Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby one or more interests are created in this Agreement under each Individual Payment Schedule, the Equipment or the Lease-Purchase Payments under this Agreement and each Individual Payment Schedule or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

SECTION 22. Events of Default.

The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the then current Fiscal Period any Lease-Purchase Payment (including Additional Rent or any other payment) as it becomes due in accordance with the terms of any Individual Payment Schedule to this Agreement, and the failure continues for 10 days after the due date; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under any Individual Payment Schedule to this Agreement, and the failure is not cured or steps satisfactory to Lessor taken to cure the failure, within 15 days after written notice of the failure to Lessee by Lessor; or

(c) The discovery by Lessor that any material statement, representation or warranty made by Lessee in this Agreement, any Individual Payment Schedule hereto or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or

Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

SECTION 23. Remedies.

Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies as to the Equipment:

(a) By written notice to Lessee, declare an amount equal to all amounts then due under all Individual Payment Schedules and all remaining Lease-Purchase Payments due thereon during the then applicable Fiscal Period, whereupon that amount shall become immediately due and payable; and

(b) Within 15 days after written demand or notice to Lessee, (i) enter and take immediate possession of the Equipment wherever situated, without any court order or process of law and without liability for entering the premises, or (ii) require Lessee to transfer all of its right, title and interest and to peaceably surrender possession of the Equipment to Lessor or its assignee on the effective date of such termination, and to have such Equipment packaged for shipment and delivery to Lessor, at Lessee's sole cost and expense, in accordance with manufacturer's specifications; and

(c) Sell or lease the Equipment or sublease the Equipment for the account of Lessee, holding Lessee liable for all Lease-Purchase Payments (including Additional Rent and other payments) due during the then applicable Fiscal Period to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable during such Fiscal Period by Lessee under all Individual Payment Schedules of this Agreement; and

(d) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to any or all of the Equipment.

To the extent permitted by law, Lessee will remain liable for all covenants and obligations under this Agreement, and for all reasonable legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by Lessor with

respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or under any Individual Payment Schedule to this Agreement, Lessee shall within ten (10) calendar days after written notice from Lessor as provided for in this Section 23(b), at its own cost and expense: (a) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (b) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking, unless caused solely and directly by Lessor's negligence or failure to comply with the UCC. In the event that Lessee makes modifications to a site after any Equipment has been installed therein and such modifications impede the removal of the Equipment, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. Lessee agrees that if Lessee is required to deliver any item of Equipment to Lessor or Lessor's agent, the Equipment shall be delivered free of all substances which are regulated by or form a basis for liability under any Environmental Law (other than items necessary for the use or operation of the Equipment for the purposes for which it was intended so long as such items have been hauled, conveyed, stored, treated, transported and disposed of in accordance with Environmental Laws). All of Lessee's right, title and interest in any Equipment the possession of which is taken by Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to Lessor, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

SECTION 24. No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Lessor shall survive the termination of this Agreement.

SECTION 25. Notices.

All notices to be given under this Agreement shall be made in writing and mailed by certified or registered mail, return receipt requested, to the parties at the addresses set forth herein or at such other address as the party may provide in writing from time to time.

SECTION 26. Headings.

All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 27. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State.

SECTION 28. Delivery of Related Documents.

Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement, including the Individual Payment Schedules which are or become a part of this Agreement.

Lessor and Lessee agree that this Agreement or any other appropriate documents may be filed or recorded to evidence the parties' respective interests in the Equipment, this Agreement and/or each Individual Payment Schedule hereunder.

SECTION 29. Special Representations and Covenants of Lessor.

Lessor represents that:

(a) Lessor is an Ohio banking corporation duly organized, existing and in good standing under the laws of the State of Ohio; has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Agreement;

(b) neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment, as defined in the Lease except encumbrances permitted by the Lease; and

(c) upon exercise by Lessee of its option to purchase the Equipment pursuant to this Agreement, Lessor will deliver to Lessee all documents which are or may be necessary to vest all of Lessor's right, title and interest in and to the Equipment in Lessee, and will release all liens and encumbrances created under this Agreement with respect to the Equipment.

SECTION 30. Special Representations, Warranties and Covenants of Lessee.

In addition to the representations, warranties and covenants in Section 9 hereto, Lessee represents, covenants and warrants that:

(a) it is a political subdivision of the State responsible for governmental functions as specified by law and that acquiring, owning and financing of the Equipment and the leasing of the Equipment will advance such purposes. Lessee further represents that it intends, to the fullest extent possible, to support and maintain the Equipment to assure performance of its essential function;

(b) the laws of the State authorize Lessee to acquire, operate and maintain the Equipment to be leased pursuant to this Agreement, to enter into this Agreement and the transactions contemplated thereby, and carry out its obligations under this Agreement;

(c) the officers of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution (or ordinance) of Lessee's governing body or by other appropriate official action;

(d) Lessee has complied with all open meeting laws, all public bidding laws (including, without limitation, public bidding laws that relate to awarding contracts to Lessor and the Vendor, if any), common construction wage laws, requirements for referendum (if any), debt limitations and all other laws of the State and the United States applicable to this Agreement and the acquisition of the Equipment by Lessee;

(e) except as provided under the terms of this Agreement, Lessee will not transfer, sell, lease, assign, mortgage or encumber the Equipment;

(f) the Equipment constitutes public property to be used solely for public purposes and Lessee will use the Equipment during the term of this Agreement only to perform essential governmental functions;

(g) Lessee will execute and file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code, (Form 8038G or 8038GC);

(h) Lessee does not reasonably anticipate that less than 95% of the proceeds of the Lease will be used for "local government activities" of Lessee;

(i) Lessee has duly authorized the execution and delivery of this Agreement and each Individual Payment Schedule by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Individual Payment Schedule;

(j) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(k) The payment of the Lease Purchase Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local government unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the costs of the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment; and

(l) all representations, warranties, covenants and statements contained in this Agreement are true and correct.

Upon the execution of each Individual Payment Schedule, Lessee will provide Lessor a completed and executed copy of the opinion of the legal counsel to Lessee, substantially in the form attached hereto as ***Exhibit E***. The opinion of legal counsel to Lessee will be dated the date that funding for the Individual Payment Schedule is provided by Lessor. In addition, Lessee shall provide the items listed as ***Exhibits A*** through ***H***, as each exhibit may be applicable to a specific Individual Payment Schedule (and the applicable supplements thereto), as provided for in Individual Payment Schedule 1 and each subsequent schedule.

SECTION 31. Reserved.

SECTION 32. Entire Agreement.

This Agreement, together with all Individual Payment Schedules and attachments and exhibits, and other documents or instruments executed by Lessee and Lessor in connection with this Agreement, constitute the entire agreement between the parties with respect to the lease of the Equipment.

SECTION 33. Amendments.

This Agreement may not be modified, amended, altered or changed except with the written consent of Lessee and Lessor and except as contemplated by the addition of Individual Payment Schedules.

SECTION 34. Severability.

In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 35. Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

SECTION 36. Further Assurances.

The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Equipment hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Master Lease-Purchase Agreement by their authorized officers on the dates of the respective acknowledgments as of **[DATE]**.

FIRST FINANCIAL EQUIPMENT FINANCE, LLC

By: _____

Name:
Title:

CITY OF BLOOMINGTON, INDIANA

By: _____

Name:
Title:

EXHIBIT A

EQUIPMENT SCHEDULE NO. [_____].

Lessor: First Financial Equipment Finance, LLC

Lessee: City of Bloomington, Indiana

This Equipment Schedule entered into this **[SCHEDULE DATE]**, by and between Lessor and Lessee pursuant to and subject to the terms and conditions of the Master Lease-Purchase Agreement dated as of **[DATE]** (the "Agreement") and this Individual Payment Schedule (the "Individual Payment Schedule" and together with the Agreement, the "Lease").

1. Equipment covered by this Equipment Schedule:

Section 1. Equipment.

Pursuant to the terms of the Agreement, Lessor agrees to acquire and lease to Lessee the equipment listed below ("Equipment").

Equipment Description	Location	Serial Number	Cost
			Total Cost:

Section 2. Billing Address: **[ADDRESS]**

Section 3. Term In Months: **[TERM]**

Payment Frequency: [FREQUENCY]

Section 4. Rent. *See Exhibit B*

Commencement Date: **[COMMENCEMENT DATE]**.

Section 5. Base Rent.

The Base Rent of the Lease-Purchase Payments is determined by applying an annual rate of interest equal to **[PERCENT]**% of the outstanding balance of an original principal amount of **$[ORIGINAL AMOUNT]** for the Equipment, being an amount equal to a portion of the cost of acquiring the Equipment.

Section 6. Prepayment Terms.

Lessee may prepay the Lease under this Equipment Schedule No. [__] at on any Purchase Price Date, subject to the notice provision in Section 20, during the Lease Term in an amount equal to the remaining Lease-Purchase Payments. It is intended that the prepayment option be exercised in whole, however, at Lessor's discretion, the prepayment option may be exercised in part.

FIRST FINANCIAL EQUIPMENT FINANCE, LLC

By: _____
Name:
Title:

CITY OF BLOOMINGTON, INDIANA

By: _____
Name:
Title:

EXHIBIT B

SCHEDULE OF PAYMENTS

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

The undersigned, Lessee under that Master Lease-Purchase Agreement, dated as of **[DATE]**, Equipment Schedule No. **[SCHEDULE NUMBER]** hereby certifies that:

A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

Lessee confirms that sufficient funds have been appropriated to make all Lease-Purchase Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Lease-Purchase Payments due in subsequent years.

The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the Exhibit A to the Agreement.

No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

The undersigned, Lessee, hereby certifies that the Equipment described in Exhibit A, has been delivered to, and installed at, the Equipment Location specified therein and, as between Lessor and Lessee, is in good working order and is hereby accepted **[DATE]**.

CITY OF BLOOMINGTON, INDIANA

By: _____

Name:

Title:

EXHIBIT D

ARBITRAGE AND USE CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting Mayor and City Controller, respectively, of the City of Bloomington, Indiana ("Lessee"), and that the Mayor of Lessee, in the Mayor's official capacity as such officer, is responsible for executing and delivering on behalf of Lessee the Master Lease-Purchase Agreement (the "Agreement") by and between Lessee and First Financial Equipment Finance, LLC ("Lessor"), dated as of [_____] (the "Agreement Date"). This Certificate is being issued pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations issued thereunder. The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter:

1. The Agreement provides for the lease of certain equipment described in the applicable Equipment Schedule - Exhibit A to the Agreement (the "Equipment") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Agreement, Lessee is required to make payments of Base Rent with respect to the Equipment comprising principal and interest, on the dates and in the amounts set forth in the Schedule of Payments - Exhibit B to the Agreement, plus Additional Rent, if any, as described in the Agreement.

2. A contract dated as of the ____ day of _____, 20__, providing for the acquisition and delivery of the Equipment has been executed between Lessee and [VENDOR].

3. The total amount of Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement by Lessee will not exceed the amount necessary to finance the acquisition of the Equipment.

4. Lessee has incurred, or will incur no later than six months after the Agreement Date, a substantial binding commitment to expend at least 5% of the Net Sale Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, of the principal deemed received under the Agreement for the Equipment, which will be acquired and installed with due diligence and, based upon the provisions of the contract described in paragraph 2 hereof,]on or before [_____].

5. All of the Net Sale Proceeds of the principal deemed received under the Agreement will be expended on the Equipment and related expenses no later than three years after the Agreement Date.

6. Lessee does not expect to sell, exchange or otherwise dispose of its interest in the Equipment during the term of the Agreement.

7. Lessee will permit no more than 10% of the use of the Equipment by a non-governmental person if more than 10% of the Base Rent and Additional Rent, if any, is secured or to be paid, either directly or indirectly, by any non-governmental person and

will permit no more than 5% of the use of the Equipment by a non-governmental person if such use is not related to Lessee's use of the Equipment.

8. There are no amounts, other than the Gross Proceeds, as defined in Treas. Reg. § 1.148-1(b), issued under the Code, deemed received under the Agreement, that have a nexus to the acquisition of the Equipment sufficient that such other funds, if any, would have been used for that purpose. There are no Replacement Proceeds, as defined in Treas. Reg. § 1.148-1(c), issued under the Code, such as sinking funds or pledged funds for payment of the Base Rent and Additional Rent, if any, and the term of the Agreement is not longer than reasonably necessary for the acquiring, installing and paying for the Equipment.

9. Lessee will comply with all requirements of Section 148(f) of the Code and the Treasury Regulations issued thereunder relating to rebate of certain arbitrage earnings on investments acquired with Gross Proceeds deemed received under the Agreement to the United States of America.

10. Lessee anticipates spending all of the proceeds received under the Agreement within six months from the date of the Agreement. Therefore, Lessee anticipates satisfying the temporary period relating to rebate found in Section 148(f)(4)(B) of the Code and Treas. Reg. § 1.148-7(c).

11. Lessee will file Form 8038-G, as applicable, for the Agreement no later than August 15, 2013.

12. Lessee will keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Agreement, for at least six years after the end of the Agreement. Lessee understands that failure to maintain the records described in this section might result in interest on the Agreement becoming includable in the gross income of Lessor for federal income tax purposes and might result in additional rebate liability.

(a) Lessee will keep a separate record of all requisitions, disbursements, allocations, applications and payments for the Equipment.

(b) Lessee will keep separate records of all purchases and sales of investment property made with the Gross Proceeds deemed received under the Agreement, including money pledged to or to be used to pay the Base Rent and Additional Rent. The records will specify the account or fund in which each investment property is to be held and should set forth (A) the purchase price, (B) identifying information, including par amount, coupon rate and payment dates, (C) the amount received at maturity or the sale price, as the case may be, including accrued interest, (D) the amounts and dates of any payments made with respect thereto, and (E) the dates of acquisition and disposition or maturity.

(i) Lessee will keep copies of the bid solicitation for any GIC sought and of the contract, any deviation from specifications accepted and any amendment to the bids received, and the reasons for the changes, and

copies of every bid submitted, including the name of the person and entity submitting the bid, the time and date of the bid and the bid results.

(ii) Lessee will keep records of any Treasury Obligations not purchased directly from the United States Treasury, including copies of the bid solicitation form, any deviation from the specifications that are accepted and any amendment to the bids received and the reasons for the changes, as well as copies of every bid submitted, including the name of the person and entity submitting the bid, the time and date of the bid and the bid results and the cost of the most efficient portfolio of SLGS, unless SLGS were not then available.

(c) Lessee will keep all records relating to the use of the Project, including all management and service contracts, all research agreements, if any, all leases and other rental agreements and any sales or disposition contracts, as well as any opinions of Bond Counsel that may be obtained.

(d) Lessee will keep copies of all records relating to the determination of Yield, including Issue Price, as defined in Treas. Reg. § 1.148-4, issued under the Code, and rebate or other payments for the Agreement, as provided in Treas. Reg. §§ 1.148-3 or -5, issued under the Code.

13. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations and the foregoing satisfy the requirement for post-issuance compliance procedures of Lessee.

WITNESS my hand this _____ day of _____, 2013.

CITY OF BLOOMINGTON, INDIANA

By: _____
Name:
Title: Mayor

By: _____
Name:
Title: City Controller

EXHIBIT E

OPINION OF COUNSEL TO LESSEE

(Must be typed on letterhead of counsel preparing opinion)

First Financial Equipment Finance, LLC
Cincinnati, Ohio

Barnes & Thornburg LLP
Indianapolis, Indiana

Re: Master Lease-Purchase Agreement dated as of **[DATE]**, by and between First Financial Equipment Finance, LLC ("Lessor") and City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. **[SCHEDULE NUMBER]**

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Master Lease-Purchase Agreement described above, including Individual Payment Schedule No. **[SCHEDULE NUMBER]**. ("Schedule **[SCHEDULE NUMBER]**") (collectively, the "Lease") and various related matters, and in this capacity have reviewed an executed duplicate original or certified copy of the Lease by and between Lessee and Lessor, including all schedules and exhibits forming a part thereof and other instruments and documents related to the Lease. All capitalized terms used herein shall have the meanings given them in the Lease, except as defined herein.

Based upon our examination of the foregoing and of such provisions of law, judicial decisions, opinions and other matters as we deemed necessary and relevant in order to render the opinions set forth below, it is our opinion that:

1. Lessee is a unit and political subdivision of the state of State of Indiana (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease and Escrow Agreement (if applicable) by and among Lessee, Lessor and an escrow agent, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease, the Escrow Agreement (if applicable) and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and constitute valid and binding obligations of Lessee enforceable in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, reorganization or other similar laws of general application relating to or affecting the rights of creditors.

4. The authorization, approval and execution of the Lease, the Escrow Agreement (if applicable) and all other proceedings of Lessee relating to the transactions

contemplated thereby have been performed in accordance with all applicable open meeting laws, public bidding laws, prevailing wage laws, requirements for referendum (if any), applicable debt limitations and other applicable laws of the State and the United States.

5. Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Lease during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with applicable law.

6. The execution of the Lease does not result in the violation of any constitutional, statutory, other limitation or contractual obligation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Lessee, before any court, administrative agency, arbitrator or governmental body, that challenges the existence or organization of Lessee; the title of any of the present officers of Lessee to their respective officers, the authority or proceedings for the execution and delivery of the Lease and the other documents described above, the appropriation of moneys to make Lease-Purchase Payments pursuant to the Lease to the extent of such appropriations; or the authority of Lessee otherwise to perform its obligations under the Lease.

8. The property acquired pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

EXHIBIT F

CERTIFICATE OF FISCAL OFFICER

Re: Master Lease-Purchase Agreement dated as of **[DATE]**, by and between First Financial Equipment Finance, LLC ("Lessor") and City of Bloomington, Indiana ("Lessee"), Individual Payment Schedule No. **[SCHEDULE NUMBER]**

The undersigned [_____], as the City Controller of Lessee, hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal period, with respect to Individual Payment Schedule No. **[SCHEDULE NUMBER]** of the Master Lease-Purchase Agreement have been lawfully appropriated by Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: _____
Name:
Title:

Date: _____

EXHIBIT G
INSURANCE COVERAGE REQUIREMENTS

To: First Financial Equipment Finance, LLC

From: [ADDRESSOR]

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 19 of the Master Lease-Purchase Agreement dated as of **[DATE]** and Individual Payment Schedule No. **[SCHEDULE NUMBER]** (collectively, the "Agreement"), we have instructed the insurance agent named below (please fill in name, address and telephone number)

Agent's Name: _____

Agency Name: _____

Address: _____

_____

Phone: _____

to issue:

(a) All Risk Physical Damage Insurance on the leased Equipment or Unit thereof (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" as Loss Payee.

(b) Public Liability insurance evidence by a Certificate of Insurance naming "Lessor and/or its assigns" as an Additional Insured.

Minimum Coverage Required:
[$500,000 per person
$500,000 aggregate bodily injury liability
$100,000 property damage liability]
or

(c) Rent or rental interruption insurance in an amount equal to one (1) year of aggregate amount of the Lease-Purchase Payments set forth in the Individual Payment Schedules evidenced by a Certificate of Insurance naming Lessor "and/or its assigns" as Loss Payee.

2. Pursuant to Section 19 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to Lessor prior to the time that the Equipment or Unit thereof is delivered to us.

CITY OF BLOOMINGTON, INDIANA

By: _____

Name:

Title:

MUNICIPAL CERTIFICATE

Re: Master Lease-Purchase Agreement, dated as of [DATE] (the "Agreement"), by and between First Financial Equipment Finance, LLC ("Lessor") and City of Bloomington, Indiana ("Lessee")

I, the undersigned, the duly appointed, qualified and acting _____ (insert title of clerk or secretary signing this form) of the above-captioned Lessee do hereby certify this _____ day of _____, _____ as follows:

1. Lessee did, at a _____ (insert either regular or special) meeting of the governing body of Lessee held _____ (insert date of meeting) by motion duly made, seconded and carried in accordance with all requirements of law approve and authorize the execution and delivery of the Agreement and Individual Payment Schedule No. **[SCHEDULE NUMBER]** (the "Individual Payment Schedule" and together with the Agreement, the "Lease") on its behalf by the following named representatives of Lessee to wit:

Printed Name: _____

Title: _____

Signature: _____
Printed Name: _____
Title: _____
Signature: _____
Printed Name: _____
Title: _____
Signature: _____

2. Enter number of required signatures (if more than one). _____

3. The above named representatives of Lessee held at the time of such authorization, and holds at the present time, the office set forth above.

4. The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

5. There is no litigation of any nature either pending or threatened, restraining or enjoining the execution of the Lease nor directly or indirectly affecting the proceedings and authority by which the Agreement has been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Agreement.

6. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

7. All insurance required in accordance with the Agreement is currently maintained by Lessee.

8. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Lease-Purchase Payments scheduled to come due during the Initial Period and to meet its other obligations for the Initial Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

9. Lessee is not in default for the payment of principal of or interest on any of its notes or bonds or other obligations now outstanding.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

By: _____
Name:
Title:

Subscribed to and sworn before me this _____ day of _____, _____.

Notary Public: _____

My commission expires: _____

[SEAL]

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

Re: Master Lease-Purchase Agreement, dated as of **[DATE]** (the "Agreement"), by and between First Financial Equipment Finance, LLC ("Lessor") and City of Bloomington, Indiana ("Lessee") and Individual Payment Schedule No. **[SCHEDULE NUMBER]** (the "Individual Payment Schedule" and together with the Agreement, the "Lease")

The undersigned official of Lessee hereby certifies, as follows:

1. That the equipment identified in Exhibit A to the Lease (the "Equipment") is essential to the governmental functions of Lessee and constitutes public property to be used for public purposes.

2. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment, based upon manufacturer's representations and Lessee's projected needs, is _____ (USEFUL LIFE) years.

4. Lessee's source of funds for making Lease-Purchase Payments under the Lease is the _____ Fund (insert name of fund from which payments will be made). Lessee expects and anticipates adequate funds to be available to make all future Lease-Purchase Payments.

IN WITNESS WHEREOF the undersigned has hereunto set his or her hand this ____ day of _____, ____.

CITY OF BLOOMINGTON, INDIANA

By: _____
Name:
Title:

[ONLY USE IN THE EVENT THAT PROCEEDS ARE TO BE USED TO REIMBURSE THE ISSUER]

REIMBURSEMENT RESOLUTION

RESOLUTION

DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS

WHEREAS, Treasury Regulation § 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the City of Bloomington, Indiana (the "Issuer"), wishes to ensure compliance with the Reimbursement Regulations;

NOW, THEREFORE, be it resolved by the Common Council of the Issuer (the "Legislative Authority") that:

Section 1. Definitions.

The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

Section 2. Declaration of Official Intent.

(a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements, of **[$REIMBURSEMENT AMOUNT]**; and

(b) the Capital Expenditures to be reimbursed are to be used for: **[DESCRIPTION OF PROJECT OR EXPENDITURES]**

Section 3. Reasonable Expectations.

The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

Section 4. Open Meeting.

It is found and determined that all formal actions of this Legislative Authority of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Legislative Authority of the Issuer; and that all deliberations of this Legislative Authority of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

The undersigned has been authorized by the Legislative Authority to sign this resolution on behalf of the Legislative Authority.

CITY OF BLOOMINGTON, INDIANA

By: _____

Name:
Title:

Date of Resolution: **[DATE OF RESOLUTION]**

Board of Public Works
Staff Report

Project/Event: Parking Meter Purchase

Petitioner/Representative: Public Works Staff.

Staff Representative: Susie Johnson

Date: May 7, 2013

Report: Public Works solicited requests for proposals to purchase and install parking meters in the downtown area. Our RFP requested bids for a multi-space parking meter solution, single-space parking solution or a blended system. Seven proposals were received. Staff has reviewed all seven proposals utilizing factors listed in the RFP. Those factors are functionality, services and support, references and total cost of ownership.

Blended proposals for both single-space meters and multi-space meters were submitted by Duncan, Evens and Parkeon.

All of the blended proposals required two separate backend office systems. We had anticipated the blended system would be more integrated than proposed. Parkeon did indicate they are currently *working* on a system that integrated single-space and muliti-space backend office but it is not available at this time. Having two backend office systems becomes more complicated to effective manage reporting and requires additional staff training both upfront and on-going.

A blended system also requires maintenance on two different types of meters. This is not insurmountable but does add an additional burden.

In our stakeholder meetings it was clear the community would prefer single space meters. They are easy to recognize and do not require walking out of your way to pay before moving on to your destination. We knew this going into the RFP process and yet wanted to stay open minded to alternatives.

In the end, given the complications of a blended system discussed above and the input we received from the community we are recommending to move forward with one meter type, the single space meter.

The two vendors that proposed single space solutions were IPS and Duncan. The upfront cost to install the IPS meter is about $250,000 less than the Duncan meter. We anticipate the annual cost for the Duncan to be approximately $20,000 less than the IPS. The payback period on the upfront costs for Duncan vs. IPS would be a little over 13 years.

The Duncan meter is not as intuitive on the credit card side. The IPS meter is similar to most all ATM machines and thus more user friendly.

The marketing plan proposed by IPS is very well presented. The videos they have on-line are excellent and will be valuable.

We checked references and both Louisville and Cincinnati prefer the IPS meter and are replacing the Duncans with IPS meters as they can. They find the IPS easier to maintain and repair, and they prefer the backend office.

Recommendation and Supporting Justification: After careful analysis staff recommends the Board award the meter contract to IPS group for $938,275.

Recommend ☒ **Approval** ☐ **Denial by**: Susie Johnson

AGREEMENT TO PURCHASE PARKING METER EQUIPMENT AND RELATED SERVICES

This Agreement, entered into on this _____ day of _____, 2013, by and between the CITY OF BLOOMINGTON, INDIANA, a municipal corporation, by and through its Board of Public Works (hereinafter referred to as "BOARD"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"),

WITNESSETH:

WHEREAS, the BOARD and IPS desire to enter into this Agreement for Goods and Services to be delivered in accordance with the Request for Proposals for the Acquisition, Delivery and Installation of Parking Meters with Option of Lease-Purchase Financing issued by the BOARD on February 15, 2013, and IPS's associated response received by the BOARD prior to the deadline of March 8, 2013, incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Term of Agreement:

1.1 **Initial Term:** This Agreement begins on the Effective Date and terminates five (5) calendar years thereafter, unless terminated earlier as set forth in this Agreement.

1.2 **Option to Extend:** BOARD has the option, in its sole and absolute discretion, to extend the term of this Agreement for an additional three (3) year period. BOARD or its designee will notify IPS of its intention to exercise the option to extend this Agreement at least ninety (90) days prior to the end of the initial term.

Article 2. Scope of Services: IPS shall provide required Services for the BOARD as set forth below and as more fully set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

IPS shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. IPS shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of IPS's work, IPS agrees to maintain such coordination with the BOARD as may be requested and desirable, including primary coordination with the Public Works Department official(s) designated by the BOARD as project coordinator(s).

IPS agrees that any information or documents, including digital GIS information, supplied by the BOARD pursuant to Article 4, below, shall be used by IPS for this project only, and shall not be reused or reassigned for any purpose.

2.1 **IPS Services:** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Exhibit A, which include but are not limited to the following items:

2.1.1 All data related to the parking meter system shall be maintained by IPS and replicated on one or more duplicate servers with regular backups.

2.1.2 BOARD may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the BOARD as provided for in a quote by IPS separate from and by mutual written amendment to this Agreement. The BOARD maintains the sole authority to determine when and where such upgrades will be implemented.

2.1.3 IPS shall make any publicly available software upgrades at no additional charge to the BOARD. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware.

Article 3. Standard of Care: IPS shall be responsible for completion of the Services in a manner to meet high professional standards consistent with IPS's profession in the location and at the time of the rendering of the services. The Director of the Public Works Department, Susie Johnson, shall be the sole judge of the adequacy of IPS's work in meeting such standards. However, the Director of the Public Works Department shall not unreasonably withhold her approval as to the adequacy of such performance.

Article 4. Responsibilities of the BOARD: The BOARD shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and IPS shall be entitled to rely upon the accuracy and completeness of information supplied by the BOARD:

A. Information/Reports

Provide IPS with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that IPS may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The BOARD hereby designates RayeAnn Cox, Manager of Parking Enforcement, Department of Public Works ("Cox") to serve as the BOARD's representative for the project. Cox shall have the authority to transmit instructions, receive information, interpret and define the BOARD's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to BOARD's requirements for the Services and make timely decisions on matters relating to the Services.

Article 5. Parking Meter Equipment Delivery and Installation:

4.1 IPS shall deliver new, fully-tested parking meter equipment, with an exception regarding the meter housing. The BOARD will accept parking meters with refurbished housing. No other used or previously owned parking meter equipment will be allowed, except by prior explicit written authority of the BOARD.

4.2 Coordinated installation of all parking meter equipment will take place according to a pre-defined deployment plan created by BOARD and IPS. The BOARD will provide a detailed deployment database in an electronic format that will also include rates, time limits, hours, and restrictions for each meter.

4.3 BOARD's designee, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Acceptance shall take place at the time of installation unless notified in writing of any dispute within ten (10) business days.

Article 6. Use of Parking Meter Equipment:

5.1 BOARD shall use the parking meter equipment in the proper manner and shall comply with and conform to all national, state and local laws and regulations in any way relating to the possession, use or maintenance of the equipment.

5.2 BOARD, at its own cost and expense, shall keep the equipment in good repair, condition and working order. The BOARD will also notify IPS of any need for warranty repair work and will coordinate the return process with IPS.

Article 7. Compensation: The BOARD shall pay IPS a fee for the meter hardware as set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for meter hardware including fees and expenses shall not exceed the amount of: Nine Hundred Thirty-Eight Thousand Two Hundred Seventy-Five Dollars and Zero Cents ($938,275.00).

Compensation for items identified as Additional Items in Exhibit B shall not exceed the cost per item contained in Exhibit B. Compensation for spare parts shall not exceed the cost per item contained in the Spare Parts Inventory table provided on page 24 of Exhibit A.

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to IPS's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the BOARD or the BOARD's designated representative prior to such work being performed, or expenses incurred. The BOARD shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

   Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within thirty (30) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the BOARD may reasonably require.

   BOARD agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within ten (10) business days shall be deemed accepted by the BOARD.

   Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the BOARD's direction.

2. **Billing Records:**

   IPS shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after completion.

Article 8. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the BOARD are at any time not forthcoming or are insufficient, through failure of any entity, including the BOARD itself, to appropriate funds or otherwise, then the BOARD shall have the right to terminate this Agreement without penalty as set forth in Article 10 herein.

Article 9. Schedule: IPS shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth.

Article 10. Liquidated damages: The BOARD and IPS recognize that time is of the essence of this Agreement and that the BOARD will suffer financial loss if the work is not completed within the dates specified in Exhibit C. The BOARD and IPS also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the BOARD if the work is not completed on time. Accordingly, instead of requiring any such proof, the BOARD and IPS agree that as liquidated damages for delay (but not as a penalty) IPS shall pay the BOARD the following amount for each calendar day that expires after the date specified in Exhibit C as the date by which meter installation and testing is to be completed. If

IPS neglects, refuses, or fails to complete the meter installation and testing by the date specified or any proper extension thereof granted by the BOARD, IPS shall pay the BOARD the following amount for each calendar day that expires after the completion date specified in Exhibit C.

Item	Liquidated Damages, per calendar day
Failure to Complete Meter Installation And Testing	$2500.00

The BOARD shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to IPS, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Agreement within the time stipulated.

Article 10. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. If the failure or violation is not corrected, this Agreement may be terminated immediately upon written notice from the aggrieved party.

The BOARD may terminate or suspend performance of this Agreement at the BOARD's prerogative at any time upon written notice to the IPS. IPS shall terminate or suspend performance of the Services on a schedule acceptable to the BOARD, and the BOARD shall pay IPS for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to IPS's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by IPS in connection with this Agreement shall become the property of the BOARD, as set forth in Article 14 herein.

Article 11. Identity of IPS: IPS acknowledges that one of the primary reasons for its selection by the BOARD to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom IPS has represented will be responsible there for. IPS thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of IPS. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The BOARD reserves the right to reject any of IPS's personnel or proposed outside professional subcontractors, and the BOARD reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 12. Reuse of Documents: All documents including, but not limited to, drawings, specifications and computer software prepared by IPS pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the BOARD or others on modifications or extensions of this project or on any other project. The BOARD may elect to reuse such documents; however any reuse without

prior written verification or adaptation by IPS for the specific purpose intended will be at the BOARD's sole risk and without liability or legal exposure to IPS. The BOARD shall indemnify and hold harmless IPS against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by IPS will entitle IPS to additional compensation at rates to be agreed upon by the BOARD and IPS.

Article 13. Warranties: IPS shall provide a full twelve (12) month warranty on all equipment as described in Exhibit E, IPS Limited Warranty, on all installed equipment. Extended warranties are available for an additional fee. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 14. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by IPS and furnished to the BOARD as part of the Services shall become the property of the BOARD. IPS shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of IPS.

14.1 The BOARD exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the BOARD to perfect, memorialize, or record the BOARD's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the BOARD, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

14.2 IPS may not provide or disclose any City data to any third party without the BOARD's prior written consent.

14.3 IPS hereby grants the City of Bloomington, including its departments, commissions, boards, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive and specific only to use within the City.

14.4 Nothing in this Agreement will be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Equipment and software including, but not limited to, pre-existing or independently developed intellectual property, materials, software, methodologies, tools or inventions, that are developed, conceived or created for any IPS business purpose, or any derivative works to any of the foregoing.

14.5 IPS understands the nature of public information and the requirement for the BOARD to adhere to all rules and laws that apply to public information. However, the BOARD also understands that the IPS Equipment and Software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the BOARD agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment,

software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.

14.6 The provisions of this Article will survive expiration or termination of this Agreement.

Article 15. Independent Contractor Status: During the entire term of this Agreement, IPS shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the BOARD.

Article 16. Indemnification: To the fullest extent permitted by law, IPS shall indemnify and hold harmless the City of Bloomington, the BOARD, and the officers, agents and employees of the City and the BOARD from any and all claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees, arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of IPS or IPS's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 17. Insurance: During the performance of any and all Services under this Agreement, IPS shall maintain the following insurance in full force and effect as will protect it from the claims set forth below which may arise out of or result from IPS's operations under this Agreement, whether such operations be by IPS or any subcontractor of IPS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

The City of Bloomington, the BOARD, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

IPS shall provide evidence of each insurance policy to the BOARD prior to the commencement of work under the Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or non-renewed until at least sixty (60) days prior written notice has been received by BOARD. Approval of the insurance by the BOARD shall not relieve or decrease the extent to which IPS may be held responsible for payment of

damages resulting from service or operations performed pursuant to this Agreement. If IPS fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the BOARD required proof that the insurance has been procured and is in force and paid for, BOARD shall have the right at BOARD's election to forthwith terminate the Agreement.

Article 18. Conflict of Interest: IPS declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. IPS agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment: Neither the BOARD nor IPS shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, IPS may assign its rights to payment without the BOARD's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 22. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the BOARD and IPS.

Article 23. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 24. Non-Discrimination: IPS shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 25. Compliance with Laws: In performing the Services under this Agreement, IPS shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, IPS shall advise BOARD of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are

in conflict, IPS shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the BOARD in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 26. Notices: All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing. Any notice required by this Agreement shall be made in writing to the addresses specified below:

BOARD:

City of Bloomington
Department of Public Works
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47404
Attn: RayeAnn Cox
coxr@bloomington.in.gov

IPS:

IPS Group, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the BOARD and IPS.

Article 27. Intent to be Bound: The BOARD and IPS each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Integration and Modification: This Agreement, including the Request for Proposals for the Acquisition, Delivery and Installation of Parking Meters with Option of Lease-Purchase Financing issued by the BOARD on February 15, 2013, and IPS's associated response received by the BOARD prior to the deadline of March 8, 2013, and incorporated herein, and all Exhibits attached hereto and incorporated herein, represent the entire and integrated agreement between the BOARD and IPS. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 29. Section Headings: All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

Article 30. Verification of New Employee' Employment Status: IPS is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) IPS shall sign an affidavit, attached as Exhibit F, affirming that IPS does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen

or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

IPS and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that IPS or subcontractor learns is an unauthorized alien. If the BOARD obtains information that IPS or a subcontractor employs or retains an employee who is an unauthorized alien, the BOARD shall notify IPS or subcontractor of the contract violation and require that the violation be remedied within thirty (30) days of the date of notice. If IPS or a subcontractor verifies the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that IPS or subcontractor did not knowingly employ an unauthorized alien. If IPS or subcontractor fails to remedy the violation within the thirty (30) day period, the BOARD shall terminate the Agreement, unless the BOARD determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the BOARD may allow the Agreement to remain in effect until the BOARD procures a new provider. If the BOARD terminates the Agreement, IPS or subcontractor is liable to the BOARD for actual damages.

IPS shall require any subcontractor performing work under this Agreement to certify to IPS that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. IPS shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the BOARD. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

Article 31. No Investment in Iran: IPS is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) IPS shall sign an affidavit, attached as Exhibit G, affirming that IPS is not engaged in said investment activities. Exhibit G is attached hereto and incorporated herein by reference as though fully set forth.

Article 32. Authorization: Each party warrants to the other party that the individuals executing this Agreement are authorized to do so.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

By: _____
Charlotte Zietlow
President, Board of Public Works

By: _____
Mark Kruzan,
Mayor

IPS GROUP, INC.

_____
Chad P. Randall
Chief Operating Officer

EXHIBIT A
SCOPE OF SERVICES

Comprised of pages numbered nine through fifty-four (pp. 9 - 54) from Chapter 2 of IPS's response to the Board of Public Works Request for Proposals.

Page 29 of this Exhibit, (A. ii. 1. Purchasing) has been modified to reflect the number of parking meters and related equipment and/or services to be acquired or used in this project, and this modified information is provided in Exhibit B.

Page 30 of this Exhibit (Standard Ongoing IPS Data and Management System Fees) is hereby modified:

(1) **to reflect an agreement by IPS to provide the BOARD a fixed fee rate for the first five (5) years of this Agreement. For the initial five (5) years of this Agreement, the BOARD shall not be subject to any annual adjustment, described in the NOTE at the bottom of page 30, due to increases in inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% annually. Any inflationary pricing adjustment, which shall be no greater than 3% annually, may only occur if this Agreement is renewed or extended beyond the initial five (5) year period. For the initial five (5) years of this Agreement, IPS and the BOARD agree that the rate for the ongoing fees shall be those shown as Recommended Option 1 contained in the table Ongoing Data & Management System Fees; and**

(2) **to reflect an agreement by IPS to allow the BOARD to follow the terms shown in this table as "Recommended Option 1" at the beginning of this Agreement and, upon 30 days prior written notice to IPS, to allow the BOARD the option of selecting to comply with the terms contained in Option 2 or Option 3. Should the BOARD choose to follow Option 2 or Option 3, IPS shall apply the new plan to the next full monthly invoice and shall not apply the new rate on a pro rata basis or retrospectively. Additionally, the application of any option shall be applied system wide and not on a pro rata basis.**

Page 34 of this Exhibit (C. ii. 3. Implementation Plan) has been modified to reflect projected target dates for the Tasks, and this modified information is provided in Exhibit C.

CHAPTER 2: PROPOSAL

i. Technical Specifications: Single-Space Parking Meter

2. **Hardware**

2.1.1 *The height of the meter must comply with the Americans with Disabilities Act (ADA) requirements.*

IPS will comply. IPS is partnering with a local general contractor to install ADA compliant meter poles and housings.

2.1.1.1 *"Accessible parking meter" and "accessible on-street parking meter" shall mean a parking meter with the following characteristics:*

2.1.1.1.1 *All operable parts, including but not limited to slots for payment, no higher than 48" from the ground;* IPS complies.

2.1.1.1.2 *The operable parts and meter face directed at an accessible route; and* IPS complies.

2.1.1.1.3 *A box of ground space free of obstacles and measuring at least 30" x 48" aligned for forward or parallel approach to the operable parts and meter.* IPS complies.

2.2 Security and Locking Mechanisms

2.2.1 *Locks must be corrosive resistant and should not require regular cleaning or maintenance.* IPS complies.

2.2.2 *Locks must not utilize oval or hollow keys.* IPS complies.

2.2.3 *Locks cannot be duplicated or purchased from either the vendor or lock manufacturer without the City's written approval.* IPS complies.

2.2.4 *Separate keys must be available to prevent maintenance personnel from entering the collection area and vice-versa.* IPS complies.

2.2.5 *All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign material.* IPS complies.

2.3 Payment Types

2.3.1 *Meter must accept quarter, dime and nickel coins.*

IPS complies. IPS meters will accept any combination of coins the City chooses.

2.3.2 *Coin slot shall accept all coins through a single slot.* IPS complies.

2.3.3 *Must be able to detect and reject foreign coins and slugs. If the coin slot is jammed (inoperable), the station should still accept credit or debit card payments.*

IPS complies. IPS meters will keep track of all invalid coins deposited in the meter. An accurate count of rejected coins can be found in the Data Management System (DMS). If the coin slot is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Card Only" for payment and will accept credit/debit, smart cards, and pay-by-cell transactions.

2.3.4 *Debit and Credit card acceptance shall include at least Visa and MasterCard; American Express and Discover if possible.*

IPS complies. The M5 meter accepts magnetic stripe credit/debit cards – such as Visa, MasterCard, American Express, Discover, and many more, assuming the acquirer is set up to process these cards. The M5 also has the capability to accept NFC payment (optional), such as Visa Paywave and MasterCard Paypass.

2.3.5 *The credit card reader must be modular and easily unplugged and removed with basic tools for easy servicing.*

IPS complies. The IPS meter is modularly designed for the easy removal and servicing of specific parts with basic tools, including the credit card reader.

2.3.6 *The meter must be Payment Certification Industry (PCI) compliant. Vendor supplying parking equipment must meet the credit card data security requirements outlined by the Payment Card Industry Standards Council (http//www.pcisecuritystandards.org) for Service Providers and/or Software Vendors. PCI Certification must be achieved through a third party audit process. The provision of voluntary, security scan reports and questionnaires as proof of compliance will not be acceptable.*

IPS complies. IPS is Level 1 PCI certified. A copy of our certificate is located in the Appendix of this proposal.

2.4 Token Program

2.4.1 *The City is considering implementing a "token program" for the City and businesses to provide valid tokens or cards to customers. Please explain how a token program would operate, and list the price per 100 tokens and/or cards. Prices shall be guaranteed for the duration of the two (2) year contract. Please provide more detailed information on other validation programs you have.*

IPS complies. Currently, IPS works with the cities of Denver and Columbus to provide these types of programs for downtown businesses, merchants, and patrons. With a token program, the City would provide downtown merchants with tokens to give out to patrons of their business to pay for parking, or encourage them to return to the area. Should the City desire a similar program, the following rates would apply. Although the prices are shown based on a quantity of 100 tokens, most purchases require a 1,000 token minimum. The price for 100 1.00" tokens would be $25.90. In addition, a $150.00 set up fee would apply and rates for custom dies begin at $195.00

Should the City decide to opt for a smart card program implementation, which can be purchased by merchants or patrons and are used similarly to a credit card, collections would not be impacted as they would be with tokens and would be an easier system to maintain. Pricing details are given in the pricing section of this proposal. IPS-generated smart cards are based on lithographically printed 4 colors one side and 1 color on the reverse side. Card is personalized with one stored value in the chip and is printed with a serial number and. Color is black or choice of one solid color printer ribbon on reverse side. Artwork and approval to be provided by the City prior to printing. Physical samples of cards provided to other Cities upon request. Pricing for smart cards begins at $2.25 per card, with a minimum order of 2,500 cards required. An example of the City of Denver's card is given below.

2.5 Instructions to paying customers

2.5.1 *Instructions should be provided in English.* IPS complies.

2.5.2 *Instructions must include an "opt-out" option for customers throughout the transaction, until the transaction is completed.* IPS complies.

2.5.3 *Total transaction time should be less than 15 seconds. Please estimate the average time of a transaction in seconds.*

IPS complies. IPS credit card transactions are generally processed in less than 10 seconds. IPS coin transactions are processed immediately.

2.6 Graphical Display

2.6.1 *The single-space parking meter shall have a graphical liquid crystal display (LCD).*

IPS complies. The M5 LCD is 160 x 160 pixels and can display graphics, metered time, parking rates and maximum stay period messages, current time of day (including when the meter will expire), as well as other alpha-numeric messages depending on the status of the meter.

2.6.2 *The meters must maintain normal operation within -20 degrees Fahrenheit to 125 degrees Fahrenheit.*

IPS complies. IPS meters are located in some of the most extreme environments in the country, including Minneapolis, MN and Phoenix, AZ.

2.6.3 Maximum stay period messages, current time of day (including time when meter will expire) must be featured. IPS complies.

2.6.4 *The LCD displays must be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.*

IPS complies. All meter configurations can be done remotely through the web based data management system.

2.6.5 *For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity and will require no additional settings to be adjusted.*

IPS complies. The M5 meter backlight is enabled automatically when low light conditions are

present. See photo above for an example of the M5 backlit screen.

2.6.6 *UV resistant (non-yellowing) polycarbonate material should be used to protect the LCD and solar panel.*

IPS complies. IPS meters utilize a Lexan cover to protect both the LCD and solar panel.

2.6.7 *The polycarbonate material must be treated with an anti-fog coating to maximize the user's ability to interact with the display at all times.*

IPS complies. The M5's Lexan cover is treated with an anti-fog coating to ensure moisture does not affect the mechanism itself or the readability of the meter when moisture is present.

2.6.8 *Shall use U.S. date style (MM:DD:YY) and time (HH:MM AM/PM).*

IPS complies. IPS meters can be configured to any date/time style the City prefers. The listed configuration is the IPS standard.

2.7 Coin Collection Card

2.7.1 *With the use of a coin collection card and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection. The effect of this card is to provide a cash audit feature that is available in the web-based management system that will allow visibility of the time, card used, cash value collected, and a detailed summary of the coin types collected.*

IPS complies. Various magnetic stripe cards are available to easily perform a variety of operations such as a Cash Collection card, a Maintenance card (to add time to a meter after a maintenance event without affecting the financial audit), and a Diagnostics card to assist with in-field meter diagnostics.

2.8 Meter Maintenance Card

2.8.1 *With the use of a meter maintenance card and without opening the meter housing, the meter maintenance card must allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity.*

IPS complies. The meter maintenance card will allow maintenance staff to add time to the meter should the crew member need to work on a meter currently occupied by a motorist.

2.8.2 *The time put onto the meter will not affect the revenue audit, but can be logged and displayed in the web-based management system.*

IPS complies. All meter maintenance credits are logged in the management system for easy tracking. Time added to the meter with the meter maintenance card will not affect the City's revenue audit.

3.1 Power System

3.1.1 *Shall include commercially available battery.*

IPS complies. IPS meters can be powered by the correct combination of off the shelf alkaline batteries; the specific batteries used by IPS are designed to maximize battery life better than what is available to consumers.

3.1.2 *Batteries must last an average of three (3) years without recharge or replacement.*

IPS complies. The M5 has the longest lasting battery on the market, with under optimal conditions battery life lasting 3-5 years.

3.1.3 *The battery storage area must allow for easy access to the battery for removal and replacement with a proper key.*

IPS complies. Battery removal in the M5 is simple and does not require any additional tools other than the key to access the meter housing.

3.1.4 *Must include a solar panel for recharge of the internal battery.*

IPS complies. IPS meters are powered by a patented combination solar power and battery system provided by IPS. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to two years. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.

3.1.5 *Shall include a separate backup battery to sustain clock, calendar and audit information in the event of a main battery failure or during battery replacement.*

IPS complies. The M5 has two battery components – a lithium thionyl choride (backup/non-rechargeable pack) and a lithium ion (rechargeable) battery. The backup battery will sustain the clock, calendar, and audit info in the event the main battery fails or is replaced.

3.1.6 *If lithium is provided, proposal shall include a cost reimbursement for disposal.*

IPS complies. IPS understands the need to protect our environment. We also understand that customers want the peace of mind that goes along with proper handling and disposal / recycling of batteries in accordance to local, state and federal laws.

IPS utilizes a third party recycling/disposal service that meets all of the legal requirements, in addition to making it extremely convenient for our customers to use. Batteries are stored in a safe and convenient container until full. When full, simply call to have it picked-up. All paperwork and shipment labels are pre-printed, and freight is pre-paid by IPS. For more information please visit: www.batteryrecycling.com/smartrecycle+system

3.1.7 *Single-space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.*

IPS complies. IPS meters are powered by a patented combination solar power and battery system provided by IPS. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to two years. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.

3.2 Serviceability

3.2.1 *All circuit boards and internal components are to be environmentally sealed, high water resistant and operate in conditions of -20 degrees Fahrenheit to 125 degrees Fahrenheit. Vendor shall explain how unit components are protected from moisture, dust and other factors that might cause an operational failure of a component or the unit.*

IPS complies. The M5 has been proven to operate at the temperatures listed and under the most extreme environmental conditions, including snow storms, hurricanes, and dust storms. All PCBs and connectors are conformal coated to protect against moisture. To further enhance weatherproofing with the coin validator, the M5 has a shrouded connector to help keep the connection dry.

3.2.2 *The following components must be easily field interchangeable without the use of significant tools (pay stations):* (single space parking meter)

3.2.2.1 *Circuit boards* IPS complies.

3.2.2.2 *Display and cover screen* IPS complies.

3.2.2.3 *Coin path components (coin discriminators, etc)* IPS complies.

3.2.2.4 *Locks* IPS complies.

3.2.2.5 *Keypads* IPS complies.

3.2.2.6 *Credit card readers* IPS complies.

3.2.2.7 *Modems/wireless devices* IPS complies.

3.2.2.8 *Coin vaults* IPS complies.

3.2.2.9 *Paper printers* N/A

3.2.2.10 *Batteries* IPS complies.

3.3 Tool Kit

Please provide with the proposal a complete tool kit list that includes all the tools necessary for maintenance and repair of the pay station. Also please list all the tools required to access and interchange these components with associated prices.

IPS complies. The IPS meter was modularly designed to make the removal and repair of parts within the meter mechanism serviceable from the field. For the IPS meter mechanism, only a phillips screw driver is needed. For the meter housing, a ratchet set with a medium-sized extension and allen wrench set are needed.

3.4 Diagnostics (pay stations) (single space meters)

3.4.1 *Units must have built in diagnostic software.* IPS complies.

3.4.2 *The unit shall be able to report and send warnings for all of the following:*

3.4.2.1 *Cash box status* IPS complies.

3.4.2.2 *Open door* N/A

3.4.2.3 *Paper supply low* N/A

3.4.2.4 *Low battery* IPS complies.

3.4.2.5 *Power failure* IPS complies.

3.4.2.6 *Unit operational status* IPS complies.

3.4.2.7 *Please list any other operational status reports and/or warnings available.*

Reports: Faulty Meters, Faults Summary, Faults Overview, Non-Reporting Meters, Battery Voltage, Solar Voltage, Meter Diagnostic Log Report and more.

Notifications: Coin Fault, Coin Path Blocked, Validator Oscillator Fault, Card Read Error, Card Detect Error, Call-In, Low-Battery and more.

3.5 Data Management

3.5.1 *Unit shall have both cellular and wireless communication devices (Wi-Fi cards, etc.) pre-installed. Wi-Fi should be available in the build of the equipment and should be easily programmed if and when the City installs Municipal wireless. We would like to also know what frequency services you offer in Wi-Fi.*

IPS complies. IPS units have cellular and wireless communications devices installed. A Wi-Fi card option could be used to replace the preinstalled cellular communications if/when the City chooses to install municipal Wi-Fi for an additional cost. However, a number of trials have proven that public Wi-Fi is not a reliable transport of information. IPS has included a report highlighting the issues of Wi-Fi communications when it comes to processing credit card data and reliability in the Appendix of this proposal.

3.5.1.1 *Please provide your cellular communications plan pricing on the attached price sheet. We seek to compare your pricing with our government pricing and select the less expensive option. If the cellular plan is not severable from your hardware and maintenance costs, please explain why. If it is severable, then provide the pricing information on the pricing sheet and any additional information that we would need to secure quotes on a cellular plan with third party vendors.*

IPS complies. The cellular communications pricing is bundled into our service offering, which includes wireless data, connectivity service, and support, and is detailed in the pricing section of this proposal.

3.5.1.2 *The cellular modem shall be carrier neutral and support the following networks 4g/3g/2g. This should be accomplished by using a SIM card from chosen carrier.*

IPS complies. IPS meters are supported by both the GSM and CDMA networks.

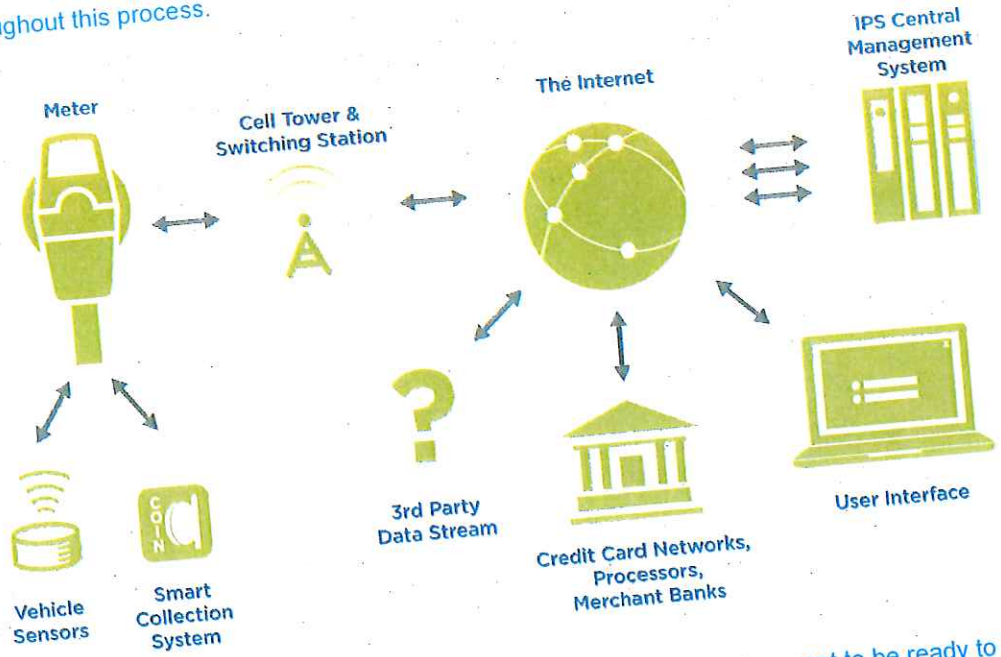
3.5.2 *The unit shall be capable of two-way communication to a remote communication center to transmit financial data, activity reports and operational status of the unit.*

IPS complies.

3.5.3 *Vendor shall explain in detail how its wireless two-way secure communication system works.*

IPS complies. Please see diagram below for a high level communication diagram of what the communication process is from the Meter to the Data Management System. IPS is Level 1 PCI-DSS and PA-DSS certified, which ensures data is transmitted securely

throughout this process.



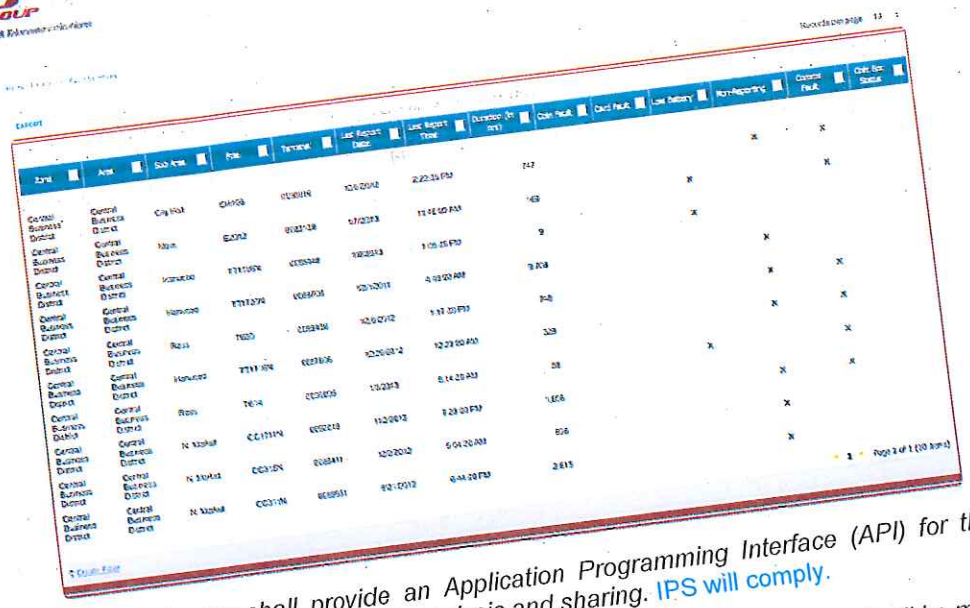
IPS provides a full turnkey single-space meter retrofit solution that is meant to be ready to deploy out-of-the-box without any additional configuration or supplemental technology required to be provided by the City. IPS provides all of the elements that you see below, including wireless connectivity via the digital cellular network, pre-integration with the IPS data management system, City merchant account services, and ready to operate and take payment the instant the meters are installed.

3.5.4 *All operational and financial data must communicate with remote backend software and must be viewable 24 hours, 7 days a week.*

IPS complies. The IPS Data Management System is a web-based system, which can be accessed remotely and 24/7/365. All operational and financial data will be communicated with the backend DMS 24/7/365 as well.

3.5.5 *Critical operational failure data or alarms must be transmitted to email, pager and/or cellular communication immediately upon failure occurring.*

IPS complies. All faults/alarms can be sent to designated emails, pagers, or cellular devices in real-time. This is configurable in the Data Management System. In addition, a full report of all faults is available at any time through the DMS. An example of this report is given below.



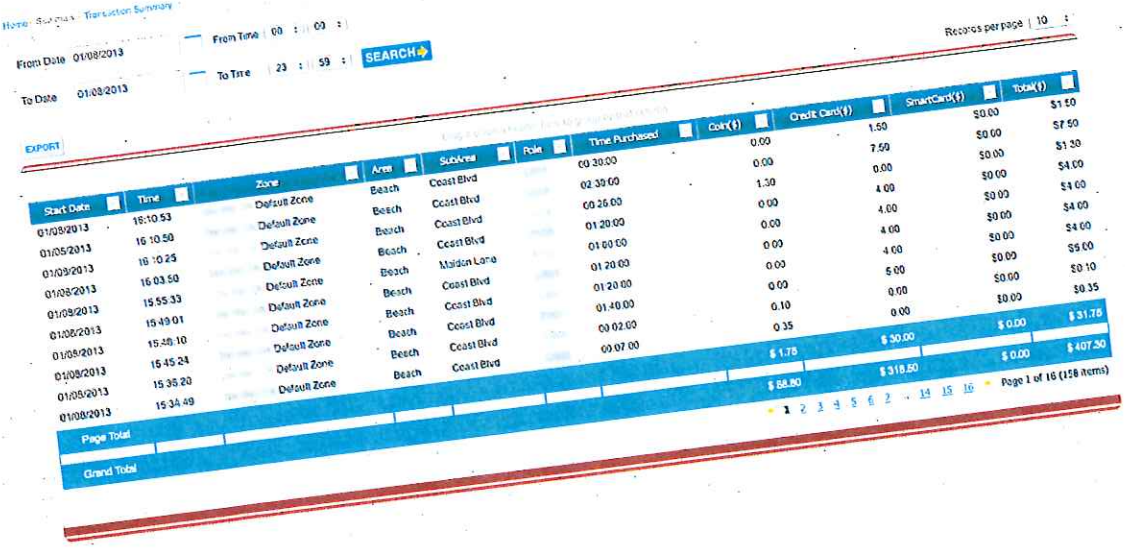
3.5.6 *Vendor shall provide an Application Programming Interface (API) for the City to query data in real-time for both analysis and sharing.* IPS will comply.

3.5.7 *All City workstations are currently Windows XP Professional and will be moving to Windows 7. We are not looking at installing Windows 8 at this time; however, your software should be compatible with the latest Microsoft Release. Compatibility with Mac OSX is desirable but not required. Browser-based components should work with Webkit-based browsers: Firefox, Chrome, Safari, etc.*

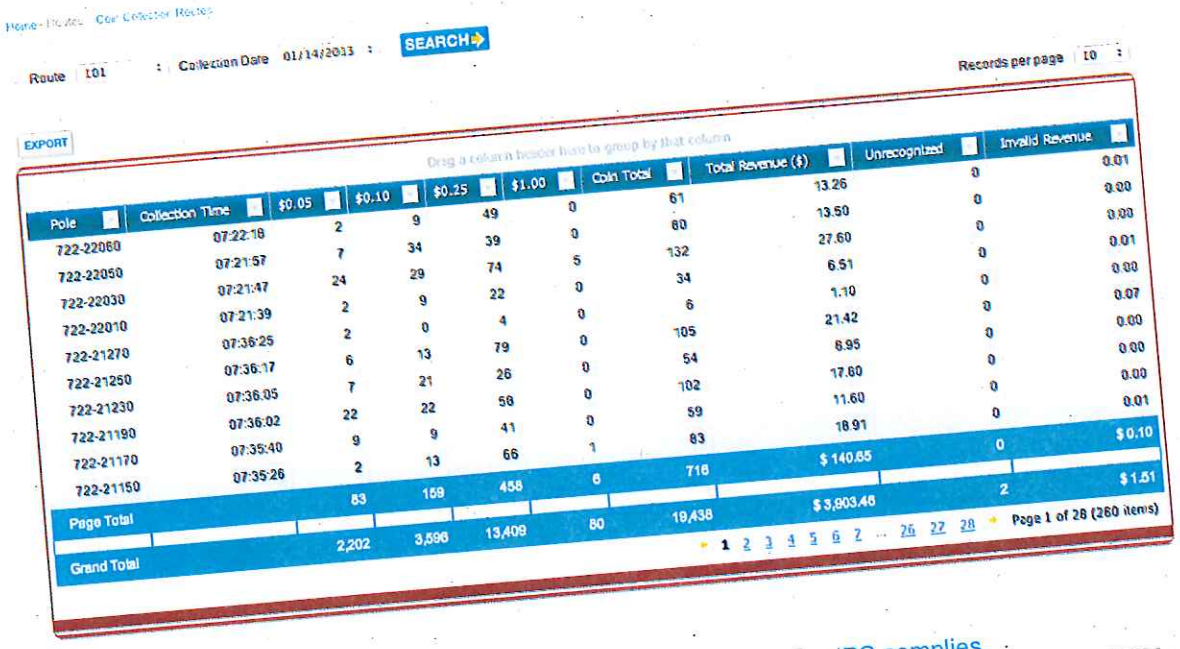
IPS complies. IPS is compatible with any of the operating systems and browsers listed above.

3.5.8 *The system must be able to create ad hoc reports about on-street parking operations on a daily basis. Parking management software shall have, at a minimum, the ability to generate the following reports:* IPS complies. Please see below.

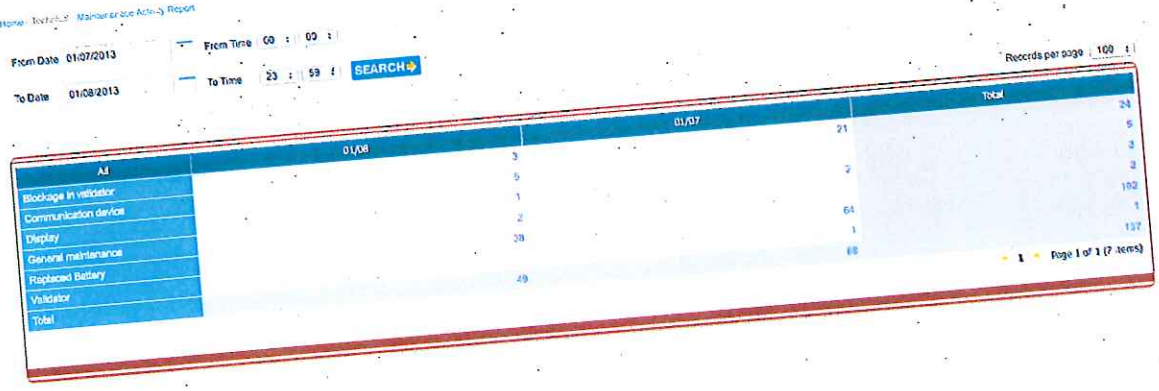
3.5.8.1 *Revenue by location or pay station/single-space meter* IPS complies.



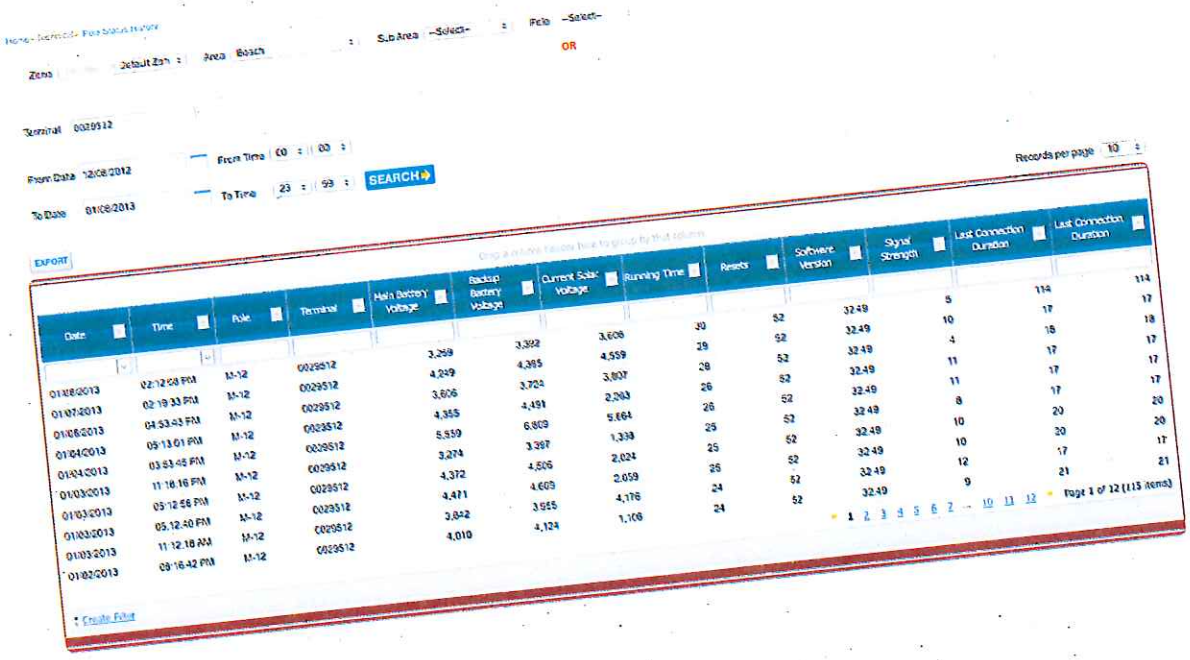
3.5.8.2 *Revenue by collection area or maintenance route* IPS complies.



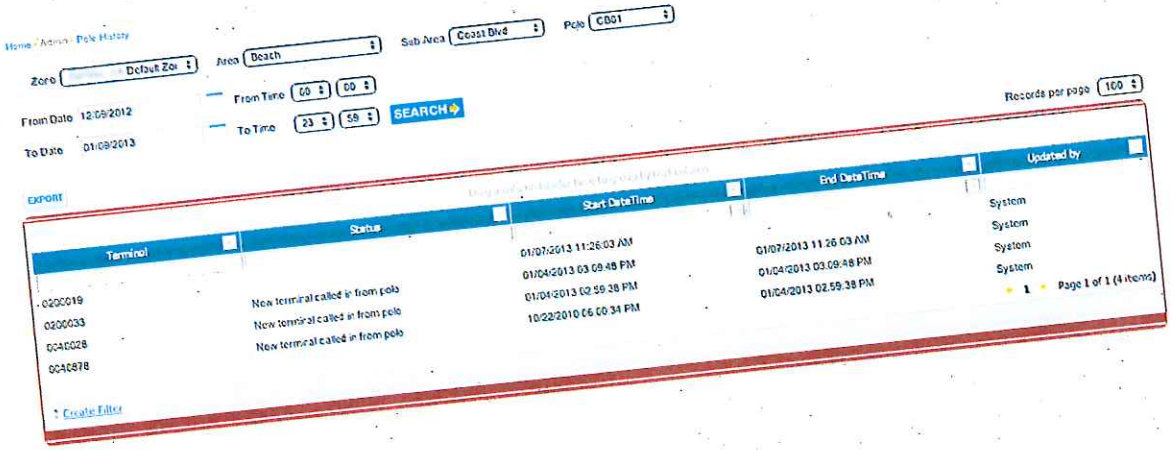
3.5.8.3 *Maintenance activity by location or pay station* IPS complies.



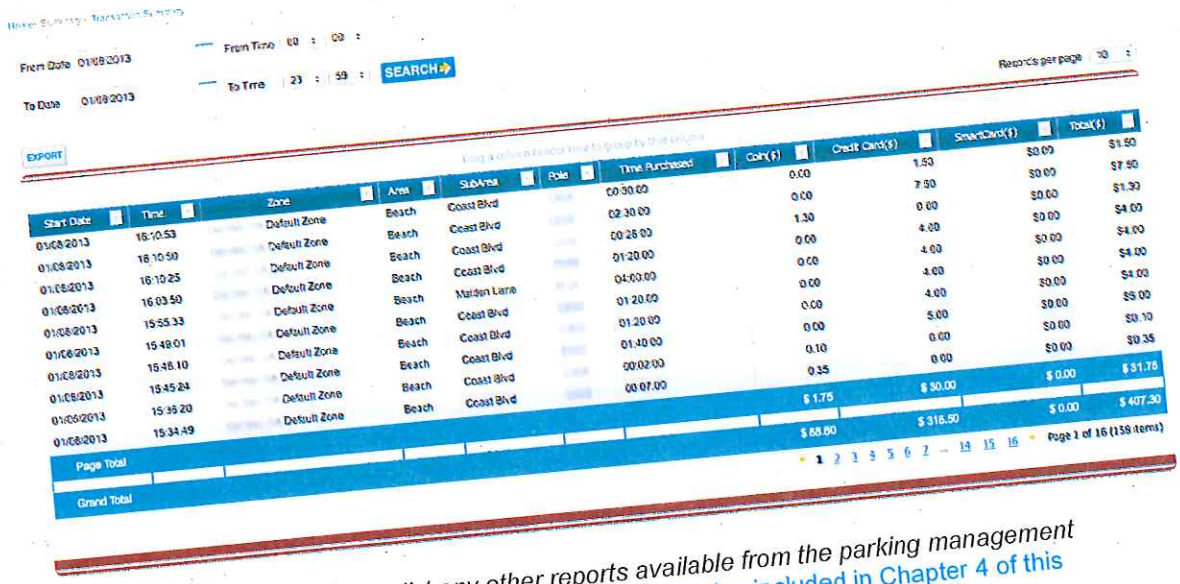
3.5.8.4 *Operational status by pay station* IPS complies.



3.5.8.5 *Date and time stamps for all operational events* IPS complies.



3.5.8.6 *Date, time, type, and amount of each transaction* IPS complies.



3.5.8.7 *Please list any other reports available from the parking management software.* (Please see list below and examples included in Chapter 4 of this proposal)

3.5.8.7.1 *Please provide examples of each report listed.*

IPS complies. Each IPS single space parking meter is integrated into the web-based data management system (DMS), in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data. This data is available via a secure web-based portal and a username and password. We provide a full set of data and Management, Financial and Maintenance Reports; and the data can be exported into other software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements. Some of the most common management system reports include: Daily, Weekly, Monthly and Annual Total Revenue Reports from City level down to meter level, by payment type; Daily / Monthly credit card auditing and reconciliation, types used and searches; Coin collection by date, routes, collector; Monthly citywide statistics for meters, average number and value of transactions.

Most Common Management System Reports	
Financial	Daily, Weekly, Monthly and Annual Total Revenue Reports from City level down to meter level, by payment type Daily/Monthly credit card auditing and reconciliation, types used and searches Coin collection by date, routes, collector Monthly citywide statistics for meters, average number and transactions value
Cards Used	Maintenance Diagnostic Collection Maintenance Shop Log
Technical	Battery Voltages Meter Communications Log Meter Status Logs Detailed Terminal and Pole events Communications
Exception	Time Based Flags Coin Validation Current Fault List
Help	Manuals Help Ticketing Service
Administrative	Meter programming Maintenance Notifications User

3.5.9 *Software must be capable of showing real time mapping of unit status and location. Status should include at a minimum any warnings or alarms, time remaining and expired vehicles.*

IPS complies. IPS will show real time data in both reports and mapping functions within the management system. All status and alarms can be configured to the City's needs, including time remaining and expired vehicles. Alarms can be sent via email or to mobile devices to alert enforcement officers of paid vs. unpaid meters and can be displayed on the maps function to help direct officers to areas of potential violations.

3.5.10 *Discuss whether or not the reporting is web based, and if it is not, explain how is the information will be accessed.*

IPS complies. Each IPS single space parking meter is integrated into the web-based data management system (DMS), in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data. This data is available via a secure web-based portal and a username and password.

3.5.11 *Include information about whether or not there are licensing fees for the software, and if so, explain what they are.*

IPS complies. IPS has included a breakdown of management system fees for the software in the pricing section of this proposal.

3.5.12 *Single-space meter reporting shall be in the umbrella of software reporting for the pay stations. Please explain how this will work.*

IPS complies. With the IPS single-space metering solution, the City would only have to reference one backend system to cover all the City's pay-to-park spaces. IPS can integrate the City's current multi-space information into our backend system to provide the city with a

seamless reporting and auditing experience.

Should the City decide to utilize an on-street multi-space vendor for this contract in addition to IPS meters, IPS could either send real time information to the multi-space vendor's software reporting integration or receive relevant information to be integrated into the IPS software reporting system. Files are always exportable into other software packages such as MS Excel, MS Access, CSV, etc. should the city have any specific requirements.

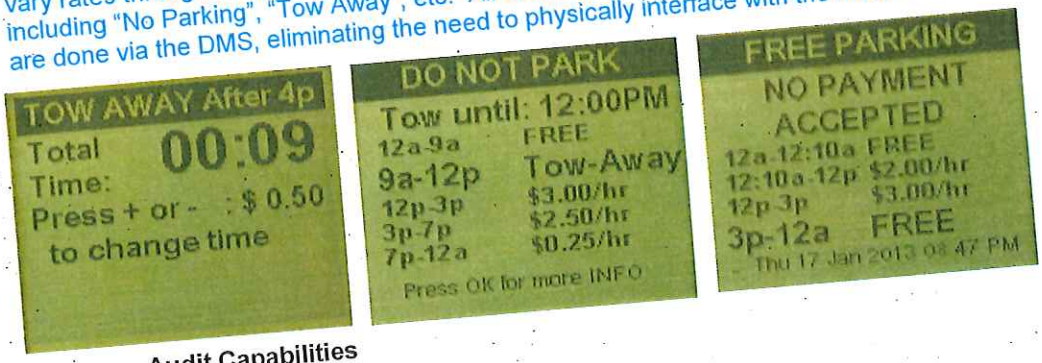
3.6 Rate Changes

3.6.1 The vendor shall provide twelve (12) free hourly rate changes per year as long as we are engaged with the vendor's company.

IPS complies. There are no limits to hourly rate and stay of time changes throughout the year/contract. The City of Bloomington's customer support manager, Ananda Aleman, will assist the City in setting up configurations throughout the term of the contract and will train City staff on how to do configurations in case the City would prefer to make the changes on their own.

3.6.2 The City also shall have the ability to change the rates as we see fit.

IPS complies. This requirement is one of the nice features of the IPS meters – the ability to vary rates throughout the day and as needed. The display can show the desired message, including "No Parking", "Tow Away", etc. All of the display messages as well as rate updates are done via the DMS, eliminating the need to physically interface with the meter.



3.7 Revenue Audit Capabilities

3.7.1 Unit shall record and store all financial data.

IPS complies.

3.7.2 Unit shall transfer financial data to remote data management software.

IPS complies. Each IPS single-space parking meter is integrated into a web-based data management system (DMS), in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data.

3.7.3 Unit must reset the balances to zero (0) after each collection of financial data.

IPS complies. With the use of the cash collection card, financial data within the management system will reset back to zero once the coins have been collected.

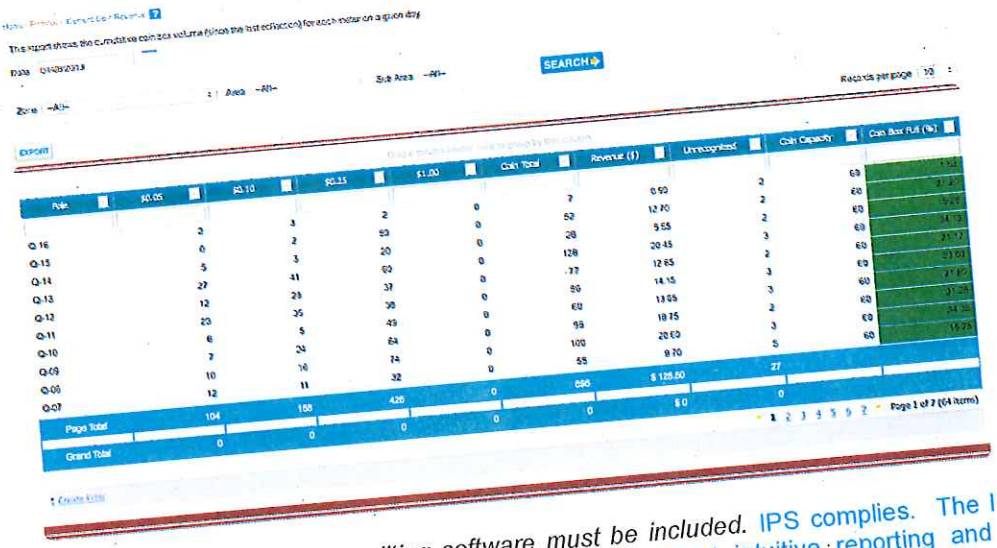
3.7.4 Resetting the meter or loss of power must not affect audit figures held in memory by the pay station.

IPS complies. A meter reset or loss of power will not affect the audit figures.

3.7.5 Revenue must be sorted by denomination of coin and/or type of credit card along with

totals.

IPS complies. Please see sample report below.



3.7.6 *Full reporting and auditing software must be included.* IPS complies. The IPS Data Management System will offer the city the most intuitive reporting and auditing software on the market. .

3.8 Training

3.8.1 *Vendor shall provide training on an individual basis or in a group setting as approved by the City for the operation and maintenance of the pay stations.*

IPS will provide as much training as required by the City of Bloomington, including additional sessions and specialized sessions customized to the needs of the City throughout the life of the contract. Most IPS training sessions are a combination of classroom and hands-on use of meters and management system, including manuals for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Below represents what IPS believes to be the primary training subject areas, but can be further customized to meet City needs.

3.8.2 *Vendor must provide a training program for technicians and staff responsible for:*

3.8.2.1 *Installation, start up and maintenance/repair of the units.* IPS complies. See training schedule below.

3.8.2.2 *Coin collection.* IPS will work with the City to provide training on single-space meter coin collection.

3.8.2.3 *Programming rates, valid parking times, etc. through the management software.* IPS complies. See training schedule below.

3.8.2.4 *Monitoring the equipment, generating reports and internal auditing. Data file collection, credit card file downloading and processing, set up and maintenance of user accounts, etc.*
IPS complies. See training schedule below.

3.8.3 *Vendor must provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include continual education, including emphasis on areas of City's choice and for upgrades of software and/or hardware.*

IPS complies. IPS will be flexible with the needs of the City. Below you will find our proposed City training and timeline. However, due to the unique nature of this installation as a deployment of an entire on-street pay-to-park program, IPS will modify the training as needed. This will ensure ample training is given to all staff throughout the life of the contract.

3.8.4 *Vendor shall provide three (3) copies and one electronic version (PDF) of the operating manual in English for installation, maintenance and use (complete with wiring diagrams and specifications). Manuals shall be provided at the time the units are delivered (or installed if the City chooses to have vendor install the pay stations).*

IPS will comply with this requirement. The most recent manuals are available 24/7/365 in the Data Management System and will be provided during the meter technician training during installation.

3.9 Inventory of Parts

3.9.1 *Vendor must provide detailed list of inventory supplies with expected life expectancy of each part in the bid. The list should include the recommended number of parts the City should have in its inventory, for each part, per meter.*

IPS complies. Please see list below and recommended spares per 100 meters. Most items are stock items available for immediate delivery, and should take 2-3 business days. In the case of larger orders, standard lead times of 4-6 weeks will apply to all items.

Spare Parts Inventory

M5 Replacement Components	Refurbished Available	Unit List Price	Recommended Spares per 100	Ext Price
Card Entry Die Casting	N	$19.00	3	$57.00
Hybrid Card Reader	N	$49.00	3	$147.00
Coin Validator	Y	$69.00	5	$345.00
Complete Dome with Anti-Fog Lexan	N	$69.00	3	$207.00
Lexan (with Anti Fog) for Dome	N	$15.00	3	$45.00
Coin Entry Slot	N	$2.00	3	$6.00
Keypad	N	$25.00	3	$75.00
Validator Connector Board	N	$15.00	3	$45.00
Battery Pack 795-600-H2 (non-rechargeable)	N	$20.00	5	$100.00
Validator Connection Cable	Y	$5.00	3	$15.00
Expiry Indicator with LEDs	N	$15.00	3	$45.00
Solar Panel Only*	N	$25.00	3	$75.00
Solar Panel / Comms Board	N	$165.00	0	$0.00
Main Board	N	$185.00	0	$0.00
Display Board with NFC	N	$139.00	0	$0.00
Display Board without NFC	N	$89.00	3	$267.00
RFID Tag	N	$10.00	3	$30.00

3.9.2 *Vendor must provide a list of all parts should there be a need to order additional items. This price list must be included in the proposal with the costing as a separate attachment. Prices shall be guaranteed for the duration of the two (2) year contract.*

(See above) Prices are guaranteed for the duration of the contract.

3.9.2.1 *Parts must be described as either proprietary or non-proprietary.* All of the parts listed above are proprietary to IPS Group, Inc.

3.9.2.2 *Parts must be described as either available refurbished or not.* Please see above.

3.10 *Customer Support/Service*

3.10.1 *Vendor must provide a point of contact that is reachable Monday through Friday during normal operating hours (8 am – 6 pm) Eastern Time.* IPS complies.

3.10.2 *Vendor must provide a point of contact for after-hours requests (6 pm – 8 am).*

IPS employs a 24/7/365 answering service which has the capability to call designated support team members after hours if needed. Please call 858-404-0607.

3.10.3 *Vendor must return phone calls the same day, should the City need immediate assistance.*

IPS will comply. The City of Bloomington will have a designated customer support manager, Ananda Aleman, which will respond to all of the city's requests.

3.10.4 *The Vendor guarantees, for a minimum period of two (2) years from the date of installation, to repair or replace any part or component determined to be defective in material or workmanship under normal use and service at no additional cost to the City.*

IPS complies. IPS has provided pricing for the City of Bloomington in the pricing section of this proposal, which includes a 2 year warranty.

3.10.5 *Please indicate if an additional warranty (greater than the minimum required two years) on parts and components is available.*

IPS complies. Additional warranty information is provided in the pricing section of this proposal. A copy of the standard IPS Limited Warranty is included below.

IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City Staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

3.10.6 The Vendor shall provide the City with any new software releases for a period of two (2) years at no charge.

IPS complies. IPS will make available software upgrades at no additional charge to the city. However, any data costs associated with downloading such software upgrades to the parking meters will apply.

3.10.7 Please list the cost of the most recent software upgrade or new release for one software package.

IPS complies. There was no cost associated for customers for the most recent software upgrade/package.

3.11 Communications

3.11.1 The Vendor must include a comprehensive communications plan that shall provide the public with a smooth transition to meters. The communications plan is subject to approval from the City and shall include items such as:

3.11.1.1 Clearly written text useful for news releases, handouts, web sites and outreach materials on how to use meters, with a focus on customer convenience.

IPS complies. Please see sample communications materials in Chapter 5.

3.11.1.2 A video, available to post on the web, demonstrating how to use the meters

IPS complies. A website and video will be customized for the City of Bloomington for the installation of IPS meters. A demo site and video can be viewed at www.ipsgroupinc.com/demo

3.11.2 The City will specify color, logos and printed instructions at a later date. All materials must be approved by the City before distribution.

IPS complies. IPS will work with a local PR firm and the City to establish branding and marketing materials.

3.12 Installation Timeframe

3.12.1 Units shall be installed within ninety (90) days after the contract is agreed upon and signed.

IPS complies. Please see proposed installation schedule.

3.12.2 Once the installation begins, vendors shall have thirty (30) days to complete all unit installations.

IPS complies. IPS can install all 1200 single-space meter poles, housings, and mechanisms within a couple of weeks.

3.12.3 All safety considerations during installation must be taken by the vendor during installation. IPS complies.

3.13 Quantities

3.13.1 Quantities listed are estimates of anticipated usage for the initial term of the contract.

The City retains the option to increase or decrease quantities based on actual installation and recommendations from Vendors. The City does not guarantee the purchase of any specific minimum quantities during the term of this agreement.

Please see recommended list of IPS meter spare parts.

3.14 Supplies

Please provide a list of all the supplies used to maintain the pay stations with associated prices (examples include oils, lubes, cleaning supplies, graffiti removal supplies, etc.).

IPS single space meters do not require many additional supplies for removing graffiti due to their smaller size (when compared to pay stations) and smaller canvas for artists to paint on. IPS does recommend the City acquire card reader cleaning cards to help maintain the life of the reader.

A. ii 1. Purchasing

Capital Purchase

IPS is pleased to provide pricing details for our credit card enabled single space meter for the City. Pricing below is based on a retrofit into existing meter housings, and does not include any applicable taxes or permitting requirements that may be required by the City. This will allow the City to evaluate the technology and gather data to help the City make the most informed decision.

We believe that IPS provides the very best, most proven credit card enabled single-space meter technology solution, which equates to the best possible value for the City. We also believe in transparency which is why we **outline all costs up front** so that you will not be surprised. This is especially true when it comes to credit card costs. It is not enough to say that the customer will be responsible to set up a 3rd party credit card gateway service or that additional fees associated with that service will apply. Instead, IPS discloses all of these fees up front, very clearly, so that our customers can make a fully informed decision. It is this transparency and sense of partnership that sets IPS apart from the competition.

Below are the costs associated with a standard capital purchase of the IPS system.

IPS Parking Meter Solution			
Meter Hardware	Meters	Cost Per Meter	Extended Cost
Credit Card Enabled Single Space Meter Mechanism (includes 12 month warranty, RFID tag, meter top, FOB San Diego, CA)	1200	$465.00	$558,000.00
Shipping, Training, Installation and Commissioning (Local contractor to provide pole installation)	--	--	$50,000.00
New Duncan Model 90 Style Single –Space Meter Housing (or equivalent) (FOB San Diego, CA, Standard locks, sealed coin canister with 12 month warranty, and keys)	1200	$185.00	$222,000.00
Additional 12 Month Warranty (for a total of 24 months)	1200	$60.00	$72,000.00
Meter Yoke (attaches 2 meter housings to a single meter pole, FOB San Diego, CA)	625	$35.00	$21,875.00
Total Cost:			**$923,875.00**

Alternative housing pricing is given below should the City choose to purchase refurbished single space housings.

Alternative Housing Option				
Item	Meters	Cost Per Meter	Extended Cost	Savings with Refurbished Option
Duncan Model 90 Style Single – Space Refurbished Meter Housing (or equivalent) (FOB San Diego, CA, Standard locks, sealed coin canister with 12 month warranty, and keys)	1200	$110.00	$132,000.00	-$90,000.00

NOTE: Price per meter (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future, and required city permits or additional bonding requirements. Any such costs will be added to the invoiced amounts.

Standard Ongoing IPS Data and Management System Fees

IPS recommends option 1 for the City of Bloomington, IN.

Ongoing Data & Management System Fees			
Cost per month per space	**Recommended Option 1**	Option 2	Option 3
Management System License Fee & Base Wireless Data Fee*	**$5.75**	$8.00	$12.00
Secure Credit Card Gateway Fee (per credit card transaction)	**$0.13**	$0.06	included

*Base data fee includes all base data requirements for the meter including real time reporting of credit card transactions and maintenance alerts.

BEST RATE GUARANTEE: In order to provide the most economical plan available for the customer, upon customer request, IPS will move customer to least-cost plan shown above at no additional cost if another fee structure offered would be more beneficial to the customer. This may also include if the City is able to achieve better data rates for wireless data directly from a specific carrier.

NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Credit card fees are not inclusive of any additional fees charged by the Customer's Bank or Processor. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% annually.

Management System Customizations and Upgrades

- IPS customizations will be evaluated and quoted at the time of request. Standard hourly fees for customizations are $150 per hour.
- Client may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the Client as provided for in a quote by IPS separate from or by mutual written amendment to any agreement. The Client maintains the sole City to determine when and where such upgrades will be implemented.
- IPS will make available software upgrades at no additional charge to the City. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware. A meter firmware change will cost $2.50 data charge per meter if based on a customer driven customization.
- Add $2.75 per meter per month for additional real-time data reporting features, such as real time coin transactions or directed enforcement notifications from IPS sensors. This would also be required if real-time meter data is necessary to sync with a 3rd party sensor system. This fee is not typically required for efficient visual enforcement of IPS meters; however, if real time coin payment is a requirement, then this additional data fee will apply.

Optional **Pay-By-Cell**

IPS is pleased to provide pricing details for our optional integration with pay-by-cell phone systems which will be seamlessly integrated into the IPS management system via the wirelessly enabled single space meter system. This is a data charge to push real-time payments to the meters. No applicable taxes are included in any pricing below.

Ongoing Pay-by-Cell Costs	
Item	Cost per Transaction
Pay-by-Cell Data Push Fee	$0.10

Pay-by-cell service and data feed provided by 3rd party to be selected by City. This is the data charge to push real-time payments to the meters. (Alternate pricing of $1.25 per meter per month unlimited pay-by-cell transactions vs. per transaction pricing above).

It is possible to implement pay-by-cell without a real time data push to the meter, which will not incur this cost and will extend battery life. Real time data push may reduce battery life to less than 12 months depending on location and operating parameters. IPS has battery saving methodologies that can be implemented if selected.

C.ii.2. Installation

IPS believes that to ensure a healthy public/private partnership, the relationship must be fostered throughout the contract. None of this is more evident than our commitment to success during the City's parking meter upgrade installation. We will work closely with the City immediately after the contract has been awarded to establish an installation timeline which is in the best interest of the City. The table below is meant to outline key responsibilities during the implementation and installation process.

Phase	Responsible Party	Installation Steps
Preparation	City	City will provide all required pole numbering, required credit card processing details, and meter operating configurations to ensure implementation runs smoothly.
Delivery of Product	IPS	IPS guarantees delivery, installation of all meters and fully operational back end system within 60 days or less of contract agreement. IPS is prepared to work with the City to meet deadlines associated with the kickoff project date.
	City	City will provide shipping address and location such that meters or any other materials can be delivered and securely stored prior to installation. This should mean that meters in boxes should be stored indoors or at least have covering from rain or other weather.
	City	City will provide the means to receive and unload freight or shipped boxes from freight carrier or forwarder. If this is not possible, City will notify Contractor so alternate arrangements can be made.
Product Installation	City/IPS	IPS will supervise and participate in the meter installation. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in the ongoing maintenance and operations of the single space meters) for the install.
	IPS	IPS will ensure all meters are installed correctly, functioning properly, and are approved by the appropriate City personnel.
	City/IPS	Installation will take place during business hours or as requested by the City.
Ongoing Maintenance	City/IPS	IPS will work with the City throughout the contract to ensure warranty repairs are expedited and staff are properly trained to conduct routine maintenance on IPS products. A designated support technician will be assigned to the City and will support the Bloomington team from installation throughout the partnership.

C.ii.3 Implementation Plan

Project Implementation

Due to the simplicity of the IPS single-space system, no additional marketing, signage or public campaigns to explain the concept are required. This being said, any changes made to city services need to be conveyed in a clear and timely manner through multimedia channels, which is why public outreach begins immediately between IPS and the City.

IPS will designate a Project Manager to be the single point of contact throughout the installation for the purposes of providing a single-space meter system to the City as part of the contract. In support is a team of technical and customer support personnel to assist with training, installation, trouble-shooting and on-site support. Below is an implementation plan designed to convey the intended method for servicing the requirements of this contract, including a general timeline outline.

Installation/Implementation Schedule

Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The Target timeline listed below is relative to the Notice to Proceed ("NTP") that the City will give to IPS upon receipt of a fully executed contract. Many of these activities are happening in parallel.

Task	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	<60 days
Public Outreach	City/IPS	Immediately
Define all Installation points	City/IPS	5-10 days
Complete Meter Configuration Data Sheets	City/IPS	10-20 days
Complete Credit Card Processing Information	City/IPS	20-30 days
Meter Programming Configuration Approved	City	20-30 days
Meter Locations Site Preparations	City/IPS	30-45 days
Meter Delivery, Installation & Testing	IPS	<60 days
Training of City/Parking personnel (3-5 days)	IPS	Prior to and during installation

Preparation

- IPS will work with the local contractor and the City to manage the installation of necessary poles and housings for the IPS single space meters.
- City will provide all required pole numbering, required credit card processing details, meter operating configurations to ensure that the implementation runs as smoothly as possible.

Delivery of Product

- IPS guarantees delivery, installation of all meters and fully operational back-end system within 60 days or less of contract agreement. IPS is prepared to work with the City to meet deadlines associated with the kickoff project date.
- City will provide shipping address and location such that meters or any other materials can be delivered and securely stored prior to installation. This should mean that meters in boxes should be stored indoors or at least have covering from rain or other weather.
- City will provide the means to receive and unload freight or shipped boxes from freight carrier or forwarder. If this is not possible, City will notify Contractor so that alternate arrangements can be made.

Product Installation

- With all projects, IPS supervises and participates in the installation of IPS products. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in ongoing maintenance and operations of the single-space meters) for the install.
- IPS will ensure that meters are installed correctly, functioning properly, and are approved by the appropriate City personnel.
- Installation will take place during business hours or as requested by the City.

Ongoing Customer Support

- The City of Bloomington's designated project manager, Ananda Aleman, will be the single-point-of-contact support contact for the City.
- A regional product support technician will also be assigned to the City, who will work closely throughout the partnership with the City's meter technicians and administrators who work with the Data Management System. They will provide customer support to the City during the hours of 8:00am to 7:00pm EST.
- The public-private partnership between the City and IPS will continually be fostered by IPS Group's team of financial, sales and marketing, and administrative experts who will ensure the City is attaining all of their goals throughout the contract.
- Additional services and products that are continually being developed by the IPS research and development team will be introduced to the City as they become available.
- IPS has a 24/7/365 answering service that will allow the City to contact an IPS support representative at any time in an emergency.

C.ii.4. Operations and Maintenance Plan

IPS has a streamlined repair and replacement process which allows us to expedite orders in record time. The City's designated customer support/project manager, Ananda Aleman, will work directly with the City to place repair or replacement orders. In addition, if staff would prefer to request their replacement parts online; IPS has an online ticketing website, which can be located in the DMS under the "Help" tab. Replacement parts will be shipped immediately to the City and the City will return their faulty part in the box provided with delivery. All warranty and repair work, including shipment of spare parts, is based in San Diego, CA, and averages 1-2 business days delivery using ground freight services. Average life expectancy of IPS spare parts can be found in the Proposal technical specifications section, 3.9.

C.ii.5. Software and Management Components

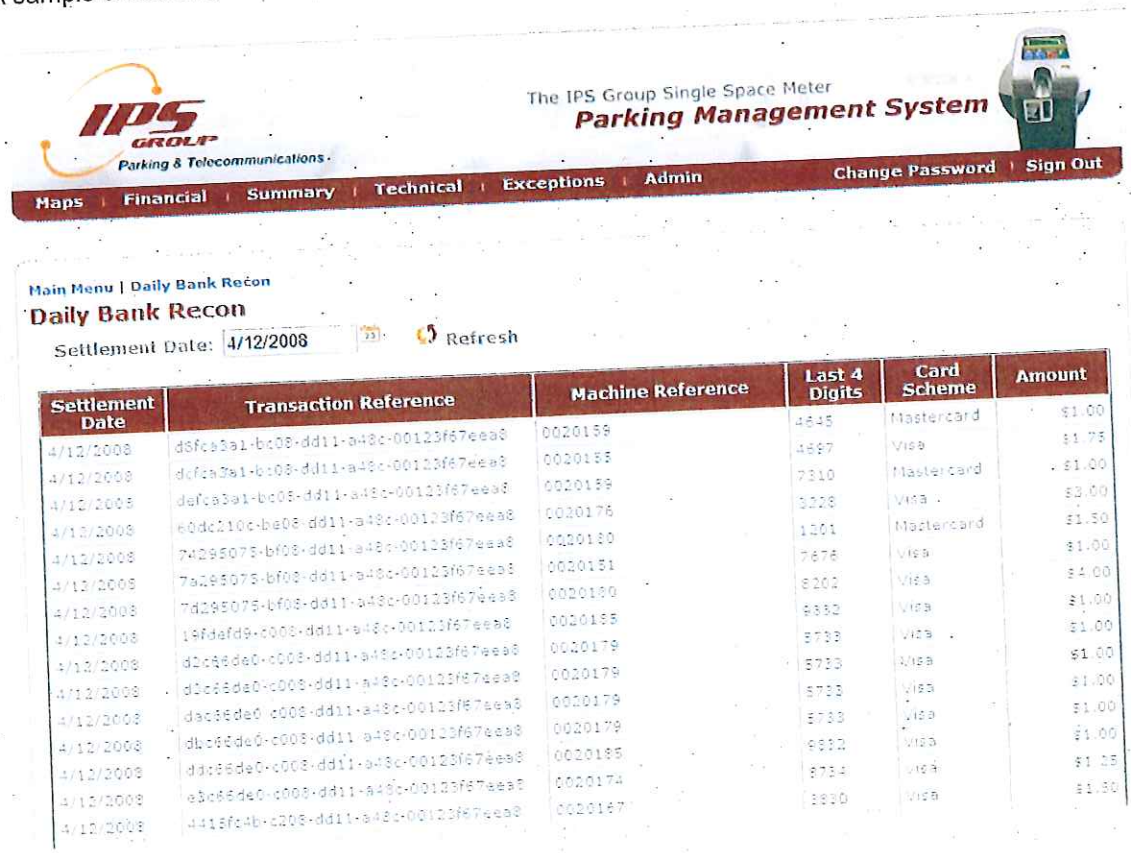
The IPS Data Management System

Access to the IPS meter management system is web-based. There are many benefits of this type of user interface:

- No need for local software installation
- Software updates are automatic
- Always uses the latest in encryption and security available on the market
- Capable of integrating and consolidating data from multiple data sources
- Low hardware cost
- Intuitive point-and-click user operation
- Remote access to rate setting, coin box monitoring, meter/battery status and time-of-day pricing

Access to the management system is controlled by only those with usernames and passwords as required by the City. Given the ease of use and continuous availability of data, the on-demand statistical and financial reporting capabilities of the IPS management system is among the very best in the industry in terms of efficiency, reliability and ease of use.

A sample credit card audit report is highlighted below.



The IPS Parking Management System

Each IPS single-space parking meter is integrated into a web-based data management system (DMS), in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data.

Data is available via a secure web-based portal and a username and password. We provide a full set of data and Management, Financial and Maintenance Reports, and the data can be exported into other software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements.

Most Common Management System Reports	
Financial	• Daily, Weekly, Monthly and Annual Total Revenue Reports from City level down to meter level, by payment type
	• Daily/Monthly credit card auditing and reconciliation, types used and searches
	• Coin collection by date, routes, collector
	• Monthly citywide statistics for meters, average number and transactions value
Cards Used	• Maintenance
	• Diagnostic
	• Collection
Technical	• Maintenance Shop Log
	• Battery Voltages
	• Meter Communications Log
	• Meter Status Logs
	• Detailed Terminal and Pole events
Exception	• Communications
	• Time Based Flags
	• Coin Validation
	• Current Fault List
Help	• Manuals
	• Help Ticketing Service
Administrative	• Meter programming
	• Maintenance Notifications
	• User

*A sampling of DMS report examples are given in Chapter 4 of this proposal

C.ii.6. Training Plan

IPS will work closely with the City of Bloomington to ensure ample training is provided to all levels of staff within the organization. This will include ongoing training and certifications for meter maintenance staff, collections, enforcement, accounting, and administration. Below you will find our suggested training schedule, which is modifiable to meet the City's needs.

Training Subject: Meter Maintenance	
Element	Description
Subject Matter	To introduce maintenance and operational staff with basic meter use and operating features, including primary construction & disassembly, meter installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A session.
Primary Audience	All maintenance and operations staff
Training Sessions Offered	1 day, or as requested by the City
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	30 days prior to installation, and then 30 days post installation
Location of Training	City meter shop or location TBD
Training Provided By	Local Field Service Technician
Continuing Education	Available through continuing education training sessions and at the request of the City

Training Subject: Finance / Accounting / Audit	
Element	Description
Subject Matter	To provide overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Sessions Offered	1-2 sessions, or as requested by the City
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	30 days prior to installation, and then 30 days post installation
Location of Training	Online Training
Training Provided By	IPS Group Project Manager
Continuing Education	Available through continuing education training sessions and at the request of the City

Training Subject: Enforcement	
Element	Description
Subject Matter	Demonstrate how IPS meters are operated by a user as well as how to perform visual enforcement. Training will also demonstrate meter flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Sessions Offered	1-2 sessions, or as requested by the CIty
Training Hours per Student	1-2 hours per session, 1-2 total training hours (or as needed)
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	30 days prior to installation, and then 30 days post installation
Location of Training	Enforcement staff offices or location TBD
Training Provided By	IPS Group Project Manager and Local Field Service

Continuing Education	Technician Available through continuing education training sessions and at the request of the City

Training Subject: Meter Management System Usage	
Element	Description
Subject Matter	Provide thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, data analysis, as well as meter configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Mangers, System Administrators
Training Sessions Offered	1-2 sessions, or as requested by the City
Training Hours per Student	1-2 hours per session, 1-2 total training hours (or as needed)
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	30 days prior to installation, and then 30 days post installation
Location of Training	Administration offices or location TBD for each user group
Training Provided By	IPS Group Project Manager and Local Field Service Technician
Continuing Education	Available through continuing education training sessions and at the request of the City

IPS understands the needs of a City implementing a pay-to-park program for the first time and will work closely with the City to provide training and consulting for City staff.

C.ii.7. Credit Card Processing

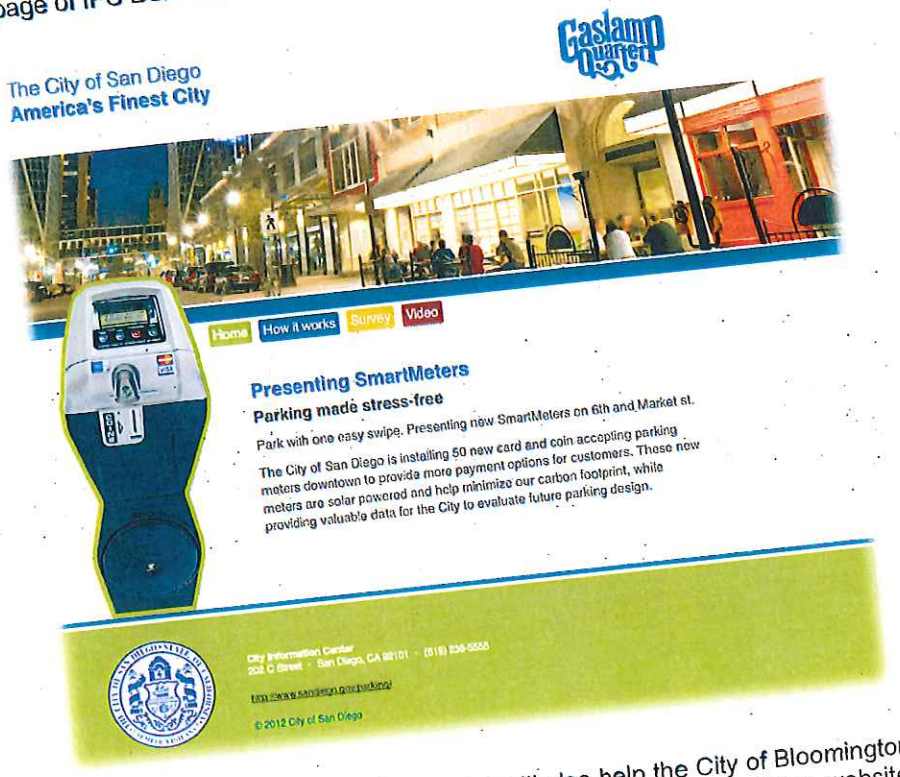
IPS is a fully certified PCI-DSS Level 1 payment gateway with the ability to host the City merchant account or interface with the merchant processor that the City chooses. Please note: Not all vendors allow complete flexibility for the City to choose processors, but IPS gives this flexibility completely to the customer. Most common processors include First Data, Paymetech, Elavon and TSYS. IPS is compatible with all of these and many more. PCI and PA-DSS certificates and Steps of Credit Card Processing diagram are located in the Appendix.

C.ii.8. Communications

For the communications piece of the City of Bloomington Single Space Parking Meter deployment, IPS will partner with a local public relations firm to organize and deploy a successful public education campaign. This includes, but is not limited to: press release, customized website, flyers, posters, public survey, etc. IPS feels a public outreach campaign is needed to create and sustain positive public acceptance of the City's new pay-to-park initiative. Please see Chapter 5 for examples of marketing materials that were produced for the City of Honolulu with local PR firm Red Monarch during the deployment of IPS meters and sensors last summer.

Below is an example of a customizable City of Bloomington website to introduce the program to the parking public:

www.ipsgroupinc.com/demo
(View of homepage of IPS Demo Website, modifiable to City's needs)

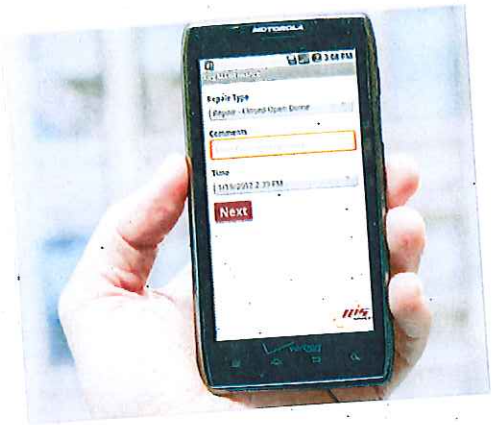


These tools will not only help educate the public, but will also help the City of Bloomington collect valuable data regarding their parking experience. Customized survey questions, website language, and meter location map not only give the public a City specific viewing experience, but they also help customers ensure they are supplying their constituents with the most comprehensive site possible.

C.ii.9. Modularity

- Pay-by-Phone: IPS meters already have the ability to interface with pay-by-cell vendors such as ParkNow, ParkMobile and PayByPhone (formerly Verrus). This is a standard feature that IPS can provide at the direction of the City.
- Smart Phone Applications: IPS offers a meter maintenance application to be used by maintenance staff in order to easily log all meter maintenance activities. These maintenance reports are then available within the Data Management System. IPS can also offer smart phone application development services if the City is interested. (See below)
- Vehicle Detection: IPS meters already have the ability to integrate with the IPS vehicle detection system. This is the most accurate, cost effective system available today. Please see the Appendix for additional information.

IPS Smart Technology Suite Solutions



Smart Phone Apps for Maintenance and Enforcement

- Efficiently log all meter maintenance on smart phone application
- Retrieve real-time meter configuration, maintenance records, transaction history, vehicle sensor enforcement updates instantly
- Receive real-time maintenance and enforcement alerts. Also available via map interface.
- Full access to all IPS web-based reports

Smart Cash Collection System

- Wirelessly paired with IPS meter to transmit information to web-based Data Management System
- Coins are counted by smart cans for dual accountability
- Automatically registers the person performing the collections via key fob
- Time stamps when the collection can is removed, deposited and if correct can is returned
- Powered by "green" rechargeable battery system

C. iii - Methodology for Establishing Wireless Communications

With IPS, you get the most proven, efficient and cost effective wireless communication available among any of the parking technology companies. We believe that cellular based communication systems are the most reliable today due to cost effectiveness and inherent redundancies within the digital cellular network. This is simply not possible with WiFi technology today. Additionally, IPS operates approximately 90,000 wireless devices, using GSM based wireless technology in each of our meters and we consistently achieve 99+% communications uptime.

Additionally, IPS has addressed concerns for lost revenue by contractually signing-up for penalties associated with downtime and would make this a part of our negotiation if selected.

Why is IPS the best partner for your wireless meter solution?

- Most experience with wireless technology and more devices deployed than any parking company in the USA.
- Best relationships with carriers to address any service requirements
- A proven install base of meters with excellent wireless connectivity

Process for Re-establishing Wireless Communications in the Event of a Failure

As wireless experts, IPS has access to monitor and control every aspect of the wireless communication of our meters. In addition, the size of our wireless install base affords IPS a very strong relationship with our carrier partner, giving us the unique ability to escalate issues and deploy teams that can make in field adjustments to address any coverage needs. Our system routinely operates above 99% uptime and management system reports can quickly identify any non-reporting meters (example below).

Main Menu | Nonreporting Meters

Nonreporting Meters

Customer:

The following meters have not called in within the last 24 hours:

Zone	Area	Pole	Terminal	Main Battery	Backup Battery	Last Successful Call-in	Last Contact Start	Hours
Central Business District	Harwood	TT1720N	0089700	6442	7375	6/15/2012	12/1/2011 4:48:00 AM	9830

While a communication failure with IPS equipment is very rare, in the event of such a communication failure, IPS has many tools at its disposal. Additionally, while the meter will automatically re-attempt failed connections, the IPS meter is capable of operating in an offline mode to mitigate customer confusion and loss of revenue.

- Meter connectivity logs – to determine a repeatable issue that may be due to signal
- Signal Strength Analyzers – although meter communications are tested at the point of installation to identify any issues with connectivity, IPS can provide additional services.
- Meter Diagnostics – ability to force a meter to make a connection with the IPS back office. This resolves 99% of all connectivity issues. Training will be provided as part of our solution.

C.iv. Specification Worksheets

	Multi Space Meters (MSM) (164)	Limited Single Space Meters (SSM) (159)*	Full Single Space Meters (SSM) (1,200)**
Visually Pleasing Design?			Yes
Theft Resistant Steel Housing?			Yes
Minimum 12 gauge rolled steel?			Yes
Separate compartments for maintenance & collection?			Yes
Surface has a powder coated finish with an anti graffiti protection coating?			Yes
Height & interface comply with ADA requirements?			Yes
Locks out of public view & not exposed beyond the flush mount of housing?			Yes
Locks Corrosive Resistant?			Yes
Locks utilize tumblers, oval or hollow keys?			Yes
Locks able to be duplicated or purchased without written approval?			No
Separate keys for collection and maintenance?			Yes
Apertures designed to discourage vandalism and/or insertion of foreign material?			Yes
Accept quarter, dime & nickel coins through a single slot?			Yes
Coin slot equipped with a barrier plate?			Yes
Detect & reject foreign coins & slugs?			Yes
If coins slot is jammed will accept credit or debit card payments?			Yes
Debit & credit card acceptance includes Visa & Mastercard?			Yes
Card reader modular & easily unplugged & removed with basic tools for servicing?			Yes
Payment Certification Industry (PCI) compliant?			Yes
LCD backlit & enabled via light sensitivity?			Yes
Date style (MM:DD:YY) & Time style (HH:MM AM/PM)			Yes
Graphical Liquid Crystal Display?			Yes
Color LCD?			No
All prompts on pay station are user configurable?			N/A

Display is remotely programmable via web based meter management system?			Yes
UV resistant polycarbonate material used to protect the LCD & Solar panel?			Yes
Polycarbonate material treated with anti-fog coating?			Yes
Pay station & screen maintain normal operation within -20 degrees Fahrenheit to 125 degrees Fahrenheit.			Yes
Instructions provided in English?			Yes
Instructions provided on screen & with decals/signage?			Yes
Instructions include an "opt-out" option?			Yes
Keypad vandal resistant, weather proof & corrosion resistant?			Yes
Keypad modular & easily unplugged and removed with basic tools for servicing?			Yes
Coins are held in a double-locked secured coin container?			Yes
Separate keys are required to remove the coin container & to open the coin container?			Yes
Maintenance personnel without keys are not able to remove or open the coin container?			Yes
Meter maintenance card allows staff to put time on meter & does not affect the revenue audit but is logged?			Yes
Battery commercially available?			Yes
Battery storage area allows for easy access?			Yes
Solar panel?			Yes
Separate back-up battery			Yes
SSM equipped with an integrated solar panel recharge system incorporated into the inside of the housing?			Yes
All internal components are environmentally sealed & high water resistant?			Yes
Components listed in 3.2.2 are easily interchangeable on pay stations?			N/A
Units have built in diagnostic software?			Yes
Units able to report and send warnings for all specified in 3.4.2?			Yes
Unit is equipped with both cellular and wireless communication devices?			Yes
Ability to utilize city cellular package selected?			Yes

Two-way communication with device and a remote communication center?			Yes
All operational & financial data communicates with remote backend software & is viewable 24/7?			Yes
Operational failure is transmitted to means of communication (text, email, etc.) immediately upon failure?			Yes
Application Programming Interface (API) is provided for the city to query in real time?			Yes
Software is compatible with the latest Microsoft release?			Yes
Software capable of showing real time mapping of unit status & location?			Yes
City has ability to change rates as we see fit with no additional cost to the city?			Yes
Unit records & stores all financial data?			Yes
Unit transfers all financial data to remote management software?			Yes
Unit resets balance to zero after each collection of financial data?			Yes
Resetting the meter or loss of power does not affect audit figures held in memory?			Yes
Revenue sorted by denomination of coin and/or type of credit card with totals?			Yes
Full reporting and audit software included?			Yes
Training Included?			Yes
Training provided for all included in 3.8.2			Yes
3 copies and one electronic version of the operating manual in English?			Yes
Agree to repair or replace any part or component determined to be defective in material or workmanship under normal use and service at no additional cost to the City?			Yes
Provide at no cost to the City any new software releases for a period of two years.			Yes

*Limited is for the use of single space meters in conjunction with multi space pay stations. The RFP is requesting bids on 159 singe space meters.

**Full is the use of single space meters in every space through the bid area. The RFP is requesting bids on 1,200 single space meters.

	Multi Space Meters (MSM) (164)	Limited Single Space Meters (SSM) (159)*	Full Single Space Meters (SSM) (1,200)**
Price Per Unit			$726.92
Installation Price (Per Unit)			$61.87
Back Office Software Fee (Per Unit/Per Month)			$5.75
Wireless Data Fee (Per Unit/Per Month)			Included in above
Secure Credit Card Gateway Fee (per transaction)			$0.13
Minimum capacity of coin vault in quarters (dollar amount).			$50.00
Anti graffiti protection coating (list type)			Yes
List height (in inches) the highest operable part is from the ground.			ADA compliant
Debit & Credit card acceptance other than Visa & Mastercard.			Discover & AMEX
Price of tokens per 100			$25.90*
Price of cards per 100			$225.00**
Languages available for customers along with cost per each if applicable			English
Estimated time of transaction in seconds			Less than 10
Price of light bar option			N/A
Wi-Fi frequency services offered?			Yes
Is reporting web-based? If not how is the information accessed?			Yes
Are there licensing fees? If so what are they?			$5.75
How many FREE hourly rate changes are provided per year?			>10
List the cost of the most recent software upgrade or new release for one software package.			$0

Multi Space Meters

- Meter Materials, Thickness & Safety Design
- Provide samples of signage on pay stations

Single Space Meters

- Provide samples of signage on meters

- Explain the coin collection card process and the audit features
  When the City collection staff approach a meter to collect coins, staff will insert an IPS coin collection card. When the coin collection card is inserted the meter will notify the IPS Data Management System that the coins have been collected. This will add additional accountability for the collection process and will ensure an accurate audit trail.

- Can SSM reporting be in the umbrella of software reporting for the pay stations? Please explain.
  N/A

General

- Meter Materials, Thickness & Safety Design
  IPS meter mechanisms are protected by a zinc alloy dome and Lexan covering. All apertures are covered to discourage vandalism.

- Explain how a token program/other validation programs would operates
  Currently, IPS works with the cities of Denver and Columbus to provide these types of programs for downtown businesses, merchants, and patrons. With a token program, the City would provide downtown merchants with tokens to give out to patrons of their business to pay for parking, or encourage them to return to the area.

- If lithium is provided include a cost reimbursement for disposal
  IPS utilizes a third party recycling/disposal service that meets all of the legal requirements, in addition to making it extremely convenient for our customers to use. Batteries are stored in a safe and convenient container until full. When full, simply call to have it picked-up. All paperwork and shipment labels are pre-printed, and freight is pre-paid by IPS. For more information please visit: www.batteryrecycling.com/smartrecycle+system

- Provide a complete tool kit list that includes all the tools necessary for maintenance & repair with associated prices.
  Precision phillips screwdriver $5-$10
  Reg Phillips screwdriver $5-10
  Long Phillips screwdriver $5-$10
  Ratchet set varies
  Allen wrench set $2-$5

- Provide a list of operational status reports and/or warnings available along with the available means of delivery (email, text, etc.)
  Please see Sample Management Reports located in Chapter 4.

- Explain in detail how your wireless two-way secure communication system works
  Please see proposal technical specifications section.

- Provide report examples for all listed in 3.5.8
  Please see Sample Management Reports located in Chapter 4.

- Provide a thorough outline of the training content & provide a training schedule for both software & hardware.
  IPS will provide as much training as required by the City of Bloomington, including additional sessions and specialized sessions customized to the needs of the City throughout the life of the contract. Most IPS training sessions are a combination of classroom and hands on use of meters and management system, including manuals for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Below represents what IPS believes to be the primary training subject areas, but can be further customized to meet City needs.
  Please see Chapter 2 for more detailed information.

- Provide a detailed list of inventory supplies with expected life expectancy for each part. This list should include the recommended number of parts the City should have in inventory for each part per meter.
  Please see proposal page 24 for spare parts inventory list.

- Provide a list of all parts should there be a need to order additional items. The price list must be included and guaranteed for the duration of the two year contract. Describe each part as wither proprietary or non-proprietary and as either refurbished or not.
  Please see above for the list of M5 components. All parts are new and proprietary.

- Provide a point of contact that is able to be reached Monday through Friday from 8 am to 6 pm EST and after hours from 6 pm to 8 am.
  Ananda Aleman, Customer Support Manager.

- Note if any additional warranty (greater than the minimum required two years) on parts & components is available.
  Yes. Additional warranties may be purchased and pricing is given in the pricing section of this proposal.

- Include a comprehensive communications plan that shall provide the public with a smooth transition to meters. The communications plan is subject to approval from the City and shall include :

- Clearly written text useful for news releases: Please see Chapter 5
- Handouts: Please see Chapter 5
- Web sites: Please see Chapter 5
- Outreach materials on how to use meters, with a focus on customer convenience: Please see Chapter 5
- A video, available to post on the web, demonstrating how to use the meters: Please visit http://www.ipsgroupinc.com/parking-meters/how-to-use.htm
- Please provide a list of all the supplies used to maintain the pay stations with associated prices (examples include oils, lubes, cleaning supplies, graffiti removal supplies, etc.): N/A
- Are there features not available in the current software that will be available by the end of 2013? Not at this moment. Should IPS add additional necessary features to the software, the City will receive them at no charge.
- Please describe your roadmap for meter software, desktop software and mobile device/smartphone software.
  Software roadmap information is proprietary and can be described to the City by request in a confidential setting.
- Do you have a smartphone meter/fine payment app? If no, when will one be available? If yes, what platforms do you support, is there a cost to the city or end-users, and what are the capabilities of these apps? No. N/A

C.v. Pricing Worksheet

City of Bloomington
RFP for
Parking Meter Purchase and Installation in Downtown Bloomington

Option B-SINGLE SPACE METERS (1,200)

CAPITAL EXPENDITURE

	Interest Rate	Year 1	Year 2	Year 3	Year 4	Year 5
Purchase		$923,875.00				
Lease Purchase	5%	$486,380.16	$486,380.16			
Lease	5%	$209,215.93	$209,215.93	$209,215.93	$209,215.93	$209,215.93

ONGOING MONTHLY EXPENDITURES PER METER

	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Cost	-	-	$24,000*	-	-
Back Office Cost	$28,800	$28,800	$28,800	$28,800	$28,800
Wireless Charges	$54,000	$54,000	$54, 000	$54,000	$54,000

OTHER EXPENDITURES

Credit Card Transaction Fee *(per transaction)*	$0.13**
Service Call Fee *(per call)*	$250 + pre-approved travel costs

*Assumes that sometime during the first 2-5 year time frame that all batteries must be replaced. Other spare parts or extended warranty options are not included.

**IPS Group Inc. offers several ongoing monthly expenditure and card transaction fee options which are included in our proposal. For the purposes of this analysis, we have assumed 30 credit card transactions per metered space per month based on parking rates and regional averages. While other options with a lower per credit card transaction fee are available, the one above yields the best total cost.

NOTE: 5% lease pricing is for estimation purposes only, and is based on use of local bank or municipal lender direct with the City. Final rate subject to final terms and conditions of the lender.

C.vi. Financing Options

Pricing: Approaches to Purchase, Leasing, or Financial Agreements

IPS is pleased to provide various options for purchase, lease and/or lease-purchase. Each option has various benefits and disadvantages to the City and is outlined below, however, IPS is capable and experienced in providing all financing arrangements, including direct financing as well as using third parties, such as local banks and private municipal lenders. In addition, IPS has the flexibility to offer hybrid solutions to maximize the flexibility that the City needs and the budget that is available. Ultimately, more flexibility and risk for the lender means higher costs for the City, however, IPS is and will be a committed partner to work with the City to explore these traditional opportunities as well as alternative solutions, an example of which is listed below.

Purchase: A traditional capital budget method, which represents most of the agreements that IPS has today. If capital is available, this option can be used to avoid additional interest.

Lease: Can be financed with IPS or with third party lenders. Local banks and municipal lending specialists will provide the best possible rates and IPS has partners ready to work closely with the City of Bloomington. Local bank rates are provided for the purposes of the pricing worksheet using 2.75%, but better rates may be possible when given the opportunity to negotiate more directly with such lenders if awarded. Given that most of the useful meter life will be used during this straight lease, it is our recommendation that the City utilize a lease purchase-agreement if interested in a lease option.

Lease-Purchase: Can be financed with IPS or with third party lenders. Local banks and municipal lending specialists will provide the best possible rates and IPS has partners ready to work closely with the City of Bloomington. Local bank rates are provided for the purposes of the pricing worksheet using 2.75%, but better rates may be possible when given the opportunity to negotiate more directly with such lenders if awarded. This represents the cleanest option, in our opinion, as it maximizes the number of meters that can be deployed with limited funds, and it also builds equity towards eventual ownership of the asset. In any lease option, IPS can provide the ability to offer upgrade options, inclusion of installation costs, and extended warranty as part of the deal.

Alternative Options: If selected, IPS can offer hybrid solutions, examples include:

- ***Combination lease & purchase*** – A lease-purchase agreement with an up-front buy-down, such that a portion of current capital can be used, but more meters can be installed vs. a straight lease resulting in a lower monthly rate over the term of the agreement.
- ***Performance based*** – pay for the meters out of the increase in revenues generated or from receipt of net credit card revenues. Both performance based options are available through IPS and this form of agreement would not require the City to provide any up front capital.
- With more flexibility and lender risk comes increased costs. Such options may increase the costs of capital to 10-15%. However, IPS can provide such options, and if it is the City's intention to pay off any lease obligation early, most interest can be avoided and IPS can provide such financing solutions with no pre-payment penalties.

On the following page you will find a breakdown of purchase/lease options and benefits/advantages for the City of Bloomington.

Purchase Options	Costs (subject to terms & conditions)	Primary Benefits	Primary Disadvantages
Purchase	n/a	• One-time capital cost and no interest • City has complete ownership of equipment at time of installation/delivery	• Capital outlay is larger vs all options • Requires City to appropriate funds in advance.
Lease*	3% (local bank) 3%-5% (private lender)	• Install more meters sooner with current budget and defer capital cost over term of the agreement. • Generate revenue earlier that can pay for equipment and recurring fees.	• Interest costs will result in paying more • City does not own the asset at the end • Locked into payment stream for term of contract.
Lease-Purchase*	3% (local bank) 3%-5% (private lender)	• Install more meters sooner with current budget and defer capital cost over term of the agreement. • Generate revenue earlier that can pay for equipment and recurring fees.	• Interest costs will result in paying more • City does not own the asset until all payments are made • Locked into payment stream for term of contract.
Deferred Payment Option	n/a	• Install more meters sooner with current budget and defer remaining capital payments for 12 months with no interest charge. • Generate revenue earlier that can pay for equipment and recurring fees.	• City does not know if next fiscal year's budget will have the funds to pay the deferred amount. • City does not own the asset until all payments are made
Performanc e Based	10% - 15% (can only be provided by vendor due to inherent risks)	• Install more meters sooner without outlaying any capital • Generate revenue earlier that can pay for equipment and recurring fees. • Tie payments to the increases in revenues generated to create more positive cash flow • Can be structured to be annually renewable	• Interest costs will be higher due to increased contract flexibility and risk on the part of the vendor. • City does not own the asset until all payments are made

* IPS can also provide IPS direct financed lease options, but will not achieve the rates of local banks or private municipal lenders. However, IPS can provide vendor financing if the City is interested to explore this option further. For the purposes of the cost analysis 3% is used when calculating the lease and lease-purchase options. 3% is based on discussions with potential lenders and the City of Bloomington, based on a tax exempt municipal rate and subject to an annual appropriations clause from the City.

EXHIBIT B
COMPENSATION

IPS Parking Meter Solution			
Meter Hardware	Meters	Cost Per Meter	Extended Cost
Credit Card Enabled Single Space Meter Mechanism (includes 12 month warranty, RFID tag, meter top, FOB San Diego, CA)	1490	$465.00	$692,850.00
Duncan Model 70 Style Single-Space Refurbished Meter Housing (FOB San Diego, CA, Standard locks, sealed coin canister with 12 month warranty, and keys)	1490	$110.00	$163,900.00
Meter Yoke (attaches 2 meter housings to a single meter pole, FOB San Diego, CA)	145	$45.00	$6,525.00
Shipping, Training, Installation and Commissioning (shipping of all items, installation of poles, housings, meters, training and commissioning of the system)	1335	--	$75,000.00
Total Cost:			**$938,275.00**

OTHER ITEMS: we quoted a number of other items during the Q&A process, such as smart cards, tokens, collection carts, extended warranties, spare collection cans in the meter housings. I am highlighting a couple of these below, but if you need anything more, please do not hesitate and I will work up a quotation quickly for you.

Additional Items	
Description	Cost Per Item
Coin Collection System (cart, collection canister and secure collection head)	$995.00
Coin Can (in each meter vault)	$25.00
Card Reader Cleaning Cards (per box of 40 cards)	$40.00

EXHIBIT C
SCHEDULE

Task	Party	Target Timeline
Notice to Proceed (NTP)	City	May 8, 2013
Kick Off Meeting	City/IPS	May 10, 2013
Public Outreach	City	Immediately
Define all Meter installation Points	City/IPS	May 23, 2013
Start Pole and Housing Installation	IPS	May 29, 2013
Complete Meter Configuration Data Sheets	City/IPS	June 7, 2013
Complete Credit Card Processing Information	City/IPS	June 14, 2013
Meter Programming Configuration Approved	City	June 14, 2013
Complete Pole and Housing Installation	IPS	June 21, 2013
Meter Installation Starts	IPS	June 24, 2013
Meter Installation & Testing Completed	IPS	July 7, 2013
Training of City/Parking personnel (3-5 days)	City/IPS	Prior to and during installation

EXHIBIT D
KEY PERSONNEL

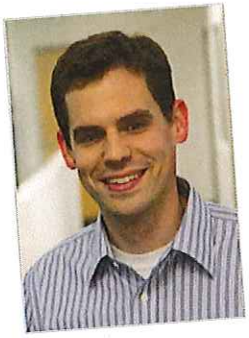
IPS commits the following personnel to this project, which will not be changed without the consent of the BOARD:

David W. King, President & CEO
Role: Authorized to Bind and Negotiate

David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over twenty years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations.

As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1000 employees, half of which were highly skilled engineers. In 1994, King started IPS Group Pty ---and in 2001 DeLoitte and Touche named IPS as the fastest growing technology company in South Africa. In 2002, King relocated to the U.S. to oversee the creation and commercial success of IPS Group, Inc., USA.

Chad P. Randall, Chief Operating Officer
Role: Authorized to Bind and Negotiate



Chad Randall serves as Chief Operational Officer of IPS Group, Inc. As COO, Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries.

In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Prior to taking on the role of COO at IPS Group, Randall was responsible for a global product line of $100M+ for a Fortune 250 Corporation. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Masters in Business Administration from Harvard Business School.

Alexander M. Schwarz, Chief Technical Officer
Role: All Meter and Back Office Technical Integration

Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter and is responsible for the oversight of IPS Group's research and development efforts.

Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters and cellular interface technology (CDMA and GSM). As a telecommunications developer, he has worked extensively with all of the major cellular network providers, including *Verizon* and formerly *Cingular Wireless*. In 2002, Schwarz relocated to the U.S. with David King to establish the technology platform for future IPS product development activities. Schwarz was awarded a Bachelor of Science in Electrical Engineering from the University of Witwatersrand, South Africa.

Johnny Waldo, General Manager, Midwest & Southern Regions
Role: City of Bloomington, IN Project Manager

Johnny Waldo serves as General Manager & Director of Sales, Midwest & Southern Regions. As the designated project manager for the City of Bloomington, Waldo will participate in any required meetings or presentations related to this project. In addition, he will oversee the installation and deployment of the new meters which includes gathering information related to the location of the new meters, rate configurations, and sensors installations. Waldo joined IPS in 2011 and brings to the team over 35 years of experience in on and off-street parking as well as single and multi-space parking systems. Along with Waldo's tenure and experience, he boasts an impeccable sales record along with an astute working knowledge of the technical and mechanical aspects of all parking systems. Waldo's educational background is in both mechanics and electronics, giving him a solid foundation for working with IPS. In addition, his prior experience as Mayor of Dover, AR gives Waldo a unique perspective with regard to public / private partnerships.

Mark Slingerland, Regional Sales Manager
Role: City of Bloomington, IN Project Support

Mark joined IPS in August 2011 and is the primary sales contact for Philadelphia. Mark's role includes account management and new business development. He brings over 25 years of experience providing solutions to municipal governments. Prior to IPS, Mark held sales and senior management positions within the parking and access/control industries. He holds degrees in Business and Personnel Management from Geneva College. Mark will serve as the primary Sales point of contact for the Authority.

Ananda Aleman, Customer Support Manager
Role: City of Bloomington, IN Customer Support Manager

Ananda Aleman joined IPS Group in January 2009 as the company's Accounting Manager. Aleman has a strong background in operations and finance and has recently transitioned into her new role as Customer Support Manager for the Midwest-Southern regions. Her extensive knowledge of IPS parts and processes has made this a very smooth and natural transition. Aleman will be the City of Bloomington's single-point of contact and will facilitate installation set-up and ongoing support for the City throughout the contract. Ananda holds a Bachelor of Science degree from the University of Florida.

Paul Thomson, IPS Customer Service & Field Support Manager
Role: City of Bloomington, IN Technical Support Manager

Paul Thomson serves as the primary support technician and manager of the technical support team for IPS Group. As a former operations manager, Thomson has experience managing teams of 100+ remote technicians, establishing a successful RMA program, providing timely and efficient customer support, and creating field service quality metrics. Thomson has over 20 years' experience in the high-tech industry, including telecommunications, biometric security and video-based fleet vehicle telematics.

EXHIBIT E
IPS LIMITED WARRANTY

IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City Staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

EXHIBIT F

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT G

STATE OF _____)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
Signature

_____
Printed name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2013.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____