Passed:

ORDINANCE 98-38

TO AMEND THE BLOOMINGTON ZONING MAPS FROM IL/IS & PLANNED UNIT DEVELOPMENT TO PLANNED UNIT DEVELOPMENT AND TO APPROVE THE PRELIMINARY PLAN
Re: 1300 South Rogers Street; 300, 310, & 318 West Grimes; and, 1525 South Rogers Street (City of Bloomington, Petitioner)

WHEREAS, on May 1, 1995 the Common Council adopted Ordinance 95-21 which repealed and replaced Title 20 of the Bloomington Municipal Code entitled "Zoning," including the incorporated zoning maps, and Title 21 entitled "Land Use and Development;" and

WHEREAS, the Plan Commission has considered this case, PUD-41-98, and has recommended that the petitioner, the City of Bloomington, be granted a rezone of the property located at 1300 South Rogers Street; 300, 310 & 318 West Grimes; and, 1525 South Rogers Street from IL/IS and PUD to PUD and also receive preliminary plan approval;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Through the authority of IC 36-7-4 and pursuant to Chapter 20.05.09 of the Bloomington Municipal Code, that the property described below be rezoned from IL/IS and PUD to PUD and the accompanying preliminary plan be approved. The property is more commonly known as 1300 South Rogers Street; 300, 310 & 318 West Grimes; and, 1525 South Rogers Street, and is more particularly described as follows:

Thomson Parcel - Schneider Survey 189.59 Acres

Part of the Southwest and Southeast Quarters of Section 5, Township 8 North, Range 1 West, being Seminary Lots 56 and 57, part of Seminary Lots 42, 54, and 55 and part of the 16.5 foot vacated alley lying south of Lots 54 and 57 as recorded in Deed Book A, Pages 54 and 55 in the Office of the Recorder of Monroe County, Indiana;
Also, part of the Northwest and Northeast Quarters of Section 8, Township 8 North, Range 1 West,
Also, Seminary Lots 169 and 172, part of Seminary Lots 168 and 177, the 16.5 foot vacated alley lying south of Lots 167 and 168, the 16.5 foot vacated alley lying west of Lots 170 and 171, and part of the 16.5 foot vacated alley lying west of Lot 167 as recorded in Deed Record K, Page 1 in said Recorder's Office; all being described as follows:
Commencing at an 8 inch x 8 inch limestone monument at the southwest corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of North 01 degrees 50 minutes 26 seconds West along the west line thereof a distance of 609.78 feet to a 5/8" rebar with a yellow cap marked "Schneider Engineering Corp." (hereinafter referred to as "capped rebar"), said point being on the south line of a 150 foot wide electric easement (Deed Record 120, Page 600) and said point being the Point of Beginning; thence continuing North 01 degrees 50 minutes 26 seconds West along said west line a distance of 710.30 feet to a 8 inch x 8 inch limestone monument at the northwest corner of the south half of said northwest quarter; thence South 88 degrees 36 minutes 44 seconds East along the north line thereof a distance of 1163.07 feet to a 8 inch x 8 inch limestone monument; thence North 00 degrees 59 minutes 12 seconds West a distance of 1322.84 feet to an 8 inch x 8 inch limestone monument on the north line of said northwest quarter; thence South 88 degrees 21 minutes 18 seconds East along the north line thereof a distance of 12.75 feet to a capped rebar a distance of 127.00 feet west of the southeast corner of Seminary Lot 177; thence North 02 degrees 45 minutes 14 seconds West parallel with the east line of said Seminary Lot 177 a distance of 876.65 feet to a capped rebar on the north line of Lot 177; thence South 88 degrees 21 minutes 18 seconds East along said north line and the projection thereof a distance of 135.25 feet to a capped rebar in the centerline of a vacated 16.5 foot alley; thence North 02 degrees 45 minutes 14 seconds West along the alley centerline a distance of 110.93 feet to a capped rebar distant 94.38 feet north of the south line of Seminary Lot 167; thence South 87 degrees 58 minutes 37 seconds East parallel with the south line of Seminary Lots 167 and 168 a distance of 1309.85 feet to a capped rebar distant 16.5 feet west of the west

line of Seminary Lot 57, said point being in the center of the vacated 33 foot right-of-way of Walker Street; thence North 02 degrees 45 minutes 14 seconds West along said center line a distance of 783.19 feet to a railroad spike on the westerly projection of the north line of Seminary Lots 57 and 58; thence South 89 degrees 52 minutes 45 seconds East along said projection and along said lot lines a distance of 700.10 feet to a railroad spike on the westerly 50 foot half right-of-way line of the Indiana Railroad, said point being on a non-tangent curve having a radius of 2814.79 feet, the radius point of which bears South 52 degrees 38 minutes 14 seconds West; ; thence southeasterly along said curve and right-of-way line an arc distance of 388.50 feet to a point which bears North 60 degrees 32 minutes 43 seconds East from said radius point; thence South 29 degrees 27 minutes 17 seconds East along said westerly right-of-way line a distance of 1870.49 feet to a P.K. Nail at a point distant 139.5 feet south of the south line of the Southeast Quarter of the aforesaid Section 5; thence North 88 degrees 12 minutes 47 seconds West parallel with said south line a distance of 141.69 feet (1/4 inch iron rod 1.0 feet south and .09 feet west of corner); thence South 02 degrees 07 minutes 52 seconds West a distance of 111.43 feet (1/4 inch iron rod 1.2 feet south and 0.5 feet west of corner); thence North 67 degrees 47 minutes 46 seconds West a distance of 319.41 feet to a point 139.5 feet south of the south line of the Southeast Quarter of said Section 5 (rebar with cap 0.2 feet north and 0.8 feet west of corner); thence North 88 degrees 12 minutes 47 seconds West parallel with the south line of said southeast quarter a distance of 545.03 feet (Rebar with cap 0.8 feet north and 0.2 feet east of corner and one inch iron rod 2.6 feet north and 2.9 feet east of corner); thence South 02 degrees 08 minutes 49 seconds East a distance of 965.42 feet (rebar with cap 0.5 feet south and 0.1 feet west of corner); thence South 87 degrees 44 minutes 30 seconds East a distance of 844.50 feet (8 inch by 8 inch limestone 0.8 feet south and 0.2 feet east of corner); thence North 02 degrees 11 minutes 31 seconds West a distance of 82.90 feet (P.K. Nail 0.4 feet south of corner); thence South 88 degrees 20 minutes 08 seconds East a distance of 269.94 feet to a P.K. Nail in the centerline of Rogers Street; thence South 00 degrees 36 minutes 21 seconds West along said centerline a distance of 147.18 feet to a P.K. Nail; thence North 89 degrees 12 minutes 26 seconds West a distance of 1175.19 feet to a capped rebar; thence South 00 degrees 57 minutes 13 seconds East a distance of 362.94 feet to an 8 inch x 8 inch limestone monument; thence North 89 degrees 12 minutes 26 seconds West a distance of 1129.97 feet to a capped rebar on the southerly line of the aforesaid 150 foot wide electric easement; thence South 71 degrees 59 minutes 20 seconds West along the south line of said electric easement a distance of 1373.20 feet to a capped rebar at an angle point in the south line of said easement; thence North 88 degrees 15 minutes 40 seconds West along the south line of said electric easement a distance of 877.13 feet to the Point of Beginning. Containing 189.59 acres, more or less.

Thomson Parcel -Schneider Survey 3.33 acres

Part of the Southeast Quarter of section 5, Township 8 North Range 1 West, Monroe County, Indiana being part of Seminary Lot 40 as recorded in Deed Book A, Pages 54 and 55 in the Office of the Recorder of Monroe County and Lots 73 and 74 and the vacated alley between Lots 73 and 74 in Matthew M. Campbell's Addition to Bloomington all being described as follows:

Beginning at the northeast corner of said Lot 73 (one inch iron pipe 2.1 feet north and 0.5 feet west of corner and 3/4 inch iron pipe 6 inches down, 0.2 feet north and 2.9 feet west of corner); thence on an assumed bearing South 00 degrees 16 minutes 42 seconds West along the east line thereof and along the east line of said Seminary Lot 40 a distance of 258.00 feet to the south line of Lot 40 (P.K. Nail 0.3 feet south and 0.6 feet west of corner); thence North 89 degrees 46 minutes 25 seconds West along the south line of said Lot 40 a distance of 640.00 feet to the east 20 foot half right-of-way line of Rogers Street (drill hole 0.3 feet south and 0.1 feet west of corner); thence North 00 degrees 16 minutes 42 seconds East along said east right-of-way line a distance of 198.00 feet to a P.K. Nail at the southwest corner of Lot 76 in the aforesaid Campbell's Addition; thence South 89 degrees 46 minutes 25 seconds East along the south line of Lots 76 and 75 in said Campbell's Addition a distance of 336.00 feet to the southwest corner of the aforesaid Lot 74 (1/4 inch iron rod 1.7 feet north and 0.6 feet west of corner; thence North 00 degrees 16 minutes 42 seconds East along the west line thereof a distance of 60.00 feet to the northwest corner of Lot 74 (1/4 inch iron rod 1.7 feet north and 0.3 feet west of corner); thence South 89 degrees 46 minutes 25 seconds East along the north line of Lots 74 and 73 a distance of 304.00 feet to the point of Beginning. Containing 3.33 acres, more or less.

Thomson Parcel -Schneider Survey 12.62 acres

Part of the Northeast Quarter of Section 8, Township 8 North, Range 1 West Monroe County, Indiana and a part of the Southeast Quarter of Section 5, Township 8 North, Range 1 West, Monroe County, Indiana, being part of Seminary Lots 42, 43, 54 and 55 as recorded in Deed Book A, Pages 54 and 55 in the Office of the Recorder of Monroe County; Lots 21 through 30 of Duncan Subdivision recorded in Plat Book 3, Page 85; Lots 1 through 3 of Duncan Addition recorded in Plat Book 3, Page 44; the vacated alley lying west of Lots 1, 2, and 3 in said Duncan Addition; and the vacated alley lying south of Lot 1 in Duncan Addition and lying south of Lots 21 through 30 in Duncan Subdivision; all being described as follows:
Beginning at a concrete nail at the northeast corner of said Lot 3 in Duncan Addition; thence on an assumed bearing South 00 degrees 16 minutes 42 seconds West along the west 20 foot half right-of-way line of Rogers Street a distance of 1406.13 feet to a P.K. Nail on the easterly 50 foot half right-of-way line of the Indiana Railroad; thence North 29 degrees 27 minutes 17 seconds West along said easterly right-of-way line a distance of 63.07 feet; thence North 89 degrees 38 minutes 57 seconds West a distance of 45.16 feet; thence North 21 degrees 17 minutes 23 seconds West a distance of 131.29 feet; thence North 89 degrees 38 minutes 57 seconds West a distance of 50.62 feet; thence North 00 degrees 48 minutes 16 seconds West a distance of 134.43 feet to the aforesaid easterly 50 foot right-of-way line; thence North 29 degrees 27 minutes 17 seconds West along said easterly line a distance of 1025.53 feet to a 5/8 inch rebar with a yellow cap marked "Schneider Engr. Corp." on the north line of said Seminary Lot 55; thence South 89 degrees 36 minutes 54 sections East along said north line and along the north line of said Seminary Lot 42 a distance of 62.49 feet to a P.K. Nail over railroad spike at the southerly extension of the west line of said Lot 30 in Duncan Subdivision; thence north 00 degrees 13 minutes 17 seconds East along said extension and along said west lot line a distance of 205. 50 feet to a P.K. Nail over railroad spike at the northwest corner of Lot 30; thence South 89 degrees 36 minutes 54 seconds East along the north line of Lots 21 through 30 of said Duncan Subdivision and along the north line of Lot 3 of Duncan Addition a distance of 624.20 feet to the Point of Beginning. Containing 12.62 acres, more or less.

Indiana Warehouse, Crosley South Rogers Street Corporation - Tapp Survey 8.56 Acres

A part of the Northeast Quarter of section 8, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:
Commencing at the Northeast corner of said Northeast quarter marked by a 5/8-inch rebar with yellow cap; thence South 01 degrees 05 minutes 33 seconds East (basis of bearing per Bledsoe Tapp & Riggert, Inc. survey dated March 18, 1998, Job #2369) along the East line of said Northeast quarter 220.50 feet; thence leaving said East line South 89 degrees 32 minutes 02 seconds West, a distance of 7.00 feet to the point of beginning marked by a 5/8 inch rebar with yellow cap on the westerly right-of-way of Monon Railroad; thence South 01 degrees 05 minutes 33 seconds East along said railroad right-of-way, 580.00 feet to a 5/8 inch rebar with yellow cap; thence North 89 degrees 32 minutes 02 seconds East along said railroad right-of-way, 7.00 to a 5/8 inch rebar with yellow cap; thence South 01 degree 05 minutes 33 seconds East along said railroad right-of-way, 225.58 feet to a 5/8 inch rebar with yellow cap; thence leaving said right-of-way South 89 degrees 32 minutes 02 seconds West, a distance of 218.90 feet to a 5/8 inch rebar with yellow cap on the easterly railroad right-of-way of Bloomington Southern Railroad Company; thence North 31 degrees 40 minutes 49 seconds West along said easterly right-of-way, 183.70 feet to a 5/8 inch rebar with yellow cap; thence South 58 degrees 19 minutes 11 seconds West along said right-of-way, 15.00 feet to a 5/8 inch rebar with yellow cap; thence North 31 degrees 40 minutes 49 seconds West along said right-of-way 500.00 feet to a 5/8 inch rebar with yellow cap; thence North 58 degrees 19 minutes 11 seconds East along said right-of-way 15.00 feet to a 5/8 inch rebar with yellow cap; thence North 31 degrees 40 minutes 49 seconds West along said right-of-way, 250.00 feet to a P.K. Nail in the centerline of Rogers Street; thence North 02 degrees 01 minutes 28 seconds West along said centerline, 7.00 feet to a P.K. Nail; thence North 89 degrees 32 minutes 02 seconds East, a distance of 687.16 feet to the Point of Beginning, containing 8.56 acres, more or less.

Grimes Warehouse Lot #53 Dodds Addition 4.70 Acres

Lot #53 of Dodds Addition, Monroe County, Indiana as recorded in Plat Cabinet B, Envelope

21 in the office of the Monroe County Recorder, containing 4.70 acres.

Lot #1 Libey Subdivision .70 acres

Lot #1 of the Libey Subdivision, Monroe County, Indiana as recorded in Plat Cabinet C Envelope 245 in the Office of the Monroe County Recorder, containing .70 acres.

Subject to all road rights-of-way.

SECTION II. The Preliminary Plan shall be attached hereto and made a part thereof.

SECTION III. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 16th day of September, 1998.

TIMOTHY MAYER, President
Bloomington Common Council

ATTEST:

PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 17th day of September, 1998.

PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 17 day of September, 1998.

JOHN FERNANDEZ, Mayor
City of Bloomington

SYNOPSIS

This ordinance was initiated by the City of Bloomington and rezones approximately 222 acres of land from IL/IS and PUD to PUD. The PUD is intended to establish a well planned industrial park with five separate parcels. These parcels may contain a limited amount of compatible, non-industrial uses.

Signed copies to:
Planning BEDC
Petitioner
Mayor's Office

****ORDINANCE CERTIFICATION****

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 98-38 is a true and complete copy of Plan Commission Case Number PUD-41-98 which was given a recommendation of approval by a vote of 10 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on August 24, 1998.

Date: August 25, 1998

Donald F. Hastings, Secretary
Plan Commission

Received by the Common Council Office this ____ day of _____,1998.

Patricia Williams, City Clerk

Appropriation Ordinance #_____ Fiscal Impact Statement Ordinance #_____ Resolution #_____

Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other_____

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure_____ Emergency_____
Unforseen Need _____ Other_____

Funds Affected by Request:

Fund(s) Affected	_____	_____
Fund Balance as of January 1	$_____	$_____
Revenue to Date	_____	_____
Revenue Expected for Rest of year	_____	_____
Appropriations to Date	_____	_____
Unappropriated Balance	_____	_____
Effect of Proposed Legislation (+/-)	_____	_____
Projected Balance	$_____	$_____

Signature of Controller_____

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues? Yes_____ No_____

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

FILENAME: ORD-CERT.MRG

STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM

FINANCIAL ASSISTANCE AGREEMENT made as of this 1st day of _____, 1998 by and between the State of Indiana (the "State") acting by and through the State Budget Agency (the "Budget Agency") and the City of Bloomington (the "Qualified Entity"), a political subdivision as defined in I.C. 13-11-2-164 and existing under I.C. 36-5, witnesseth:

WHEREAS, the State has had a longstanding commitment to fund water quality projects for political subdivisions of the State; and

WHEREAS, the State's Wastewater Revolving Loan Program (the "SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 13-18-13 (the "SRF Act"), which SRF Act also establishes the wastewater revolving loan fund (the "SRF Fund"); and

WHEREAS, through the cooperation of federal, state and local governments, more than a billion dollars of water quality projects have been built in Indiana in the past two decades; and

WHEREAS, hundreds of millions of dollars of additional water quality projects in Indiana are critically needed, and the political subdivisions need -- and desire -- low-cost financing therefor; and

WHEREAS, the State is authorized pursuant to the SRF Act to fund the SRF Program with federal capitalization grants, together with required State matching funds, therefor; and

WHEREAS, the SRF Program is a critical source of low-cost financing for political subdivisions' water quality projects; and

WHEREAS, the Indiana Bond Bank (the "Bond Bank") has had a longstanding commitment to finance water quality projects for qualified entities by issuing its bonds, pursuant to I.C. 5-1.5 (the "Bond Bank Act") for the purpose of buying securities of such qualified entities; and

WHEREAS, in keeping with its public purpose under the Bond Bank Act, the Bond Bank intends to cooperate with the State in financing the SRF Program, including the required State matching funds, and the political subdivisions' water quality projects and, to that end, the State intends to cooperate with the Bond Bank; and

WHEREAS, to finance the SRF Program, including the required State matching funds, the Bond Bank has previously and will issue from time to time one or more series of its State Revolving Fund Program Bonds; and

WHEREAS, the Qualified Entity is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Qualified Entity has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the SRF Program to construct and acquire the Project; and

WHEREAS, the State and the Qualified Entity desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Qualified Entity agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall, for all purposes of this Agreement, have the following meaning:

"**Agency**" shall mean the United States Environmental Protection Agency or its successor.

"**Authorizing Instrument(s)**" shall mean the separate trust indenture(s) of the Qualified Entity entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Qualified Entity pursuant to which the Bonds are issued in accordance with State law.

"**Authorized Representative**" shall mean the City Controller of the Qualified Entity or such other officer, official, or representative of the Qualified Entity duly authorized to act for and on behalf of the Qualified Entity as provided for herein.

"**Bond**" or "**Bonds**" shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

"**Bond Bank Bonds**" shall mean any Indiana Bond Bank State Revolving Fund Program Bonds issued as a part of the SRF Program.

"**Bond Fund**" shall mean the separate and segregated fund or account established and created by the Political Subdivision pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Qualified Entity.

"**Budget Agency**" shall mean the State Budget Agency created under I.C. 4-12-1-3 or its successor.

"**Business Day**" shall mean any day other than a Saturday, Sunday or State legal holiday

or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

"Clean Water Act" shall mean the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended and supplemented from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

"Department" shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

"Disbursement Request" shall mean a request for a disbursement of the Loan made by an Authorized Representative in the form of Exhibit A to this Agreement, with appropriate attachments, or in such other forms as the State may from time to time prescribe.

"Eligible Cost" shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

"Facilities Plan" shall mean the information submitted by the Qualified Entity that is necessary for the Department to determine the technical, economic and environmental adequacy of the proposed Project.

"Financial Assistance" shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

"Loan" shall mean the purchase of the Bonds by the State to finance the planning, designing, constructing, renovating, improving and expanding of the Qualified Entity's Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

"Operation and Maintenance" shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by maintaining systems of preventive and corrective maintenance, including replacement.

"Plans and Specifications" shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

"Project" shall mean the activities or tasks identified and described in Exhibit B to this Agreement, as amended or supplemented by the Qualified Entity and consented to by the State, for which the Qualified Entity may expend the Loan.

"Purchase Account" shall mean the account by that name created by the SRF Indenture and held as part of the SRF Fund.

"SRF Fund" shall mean the wastewater revolving loan fund as established by I.C. 13-18-13-2.

"SRF Indenture" shall mean the State Revolving Loan Fund Trust Indenture, dated as of January 1, 1993 between the State and the Trustee, as amended and supplemented from time to time.

"SRF Program Director" shall mean the person designated by the Department and the Budget Agency as authorized to act as the SRF Program Director for purposes of this Agreement.

"State" shall mean the State of Indiana, acting through the Department and the Budget Agency.

"Substantial Completion of Construction" shall mean the day on which the Department determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

"Treatment Works" shall mean all, or any part of, the devices and systems for storage, transport, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes, or necessary to recycle or reuse water at the most economical cost over the life of the wastewater treatment system, including one or more of the following:

(1) Intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances.

(2) Extensions, improvements, remodeling, additions and alterations thereof.

(3) Elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities.

(4) Any part of the wastewater treatment system including the land which will be an integral part of the treatment process or is used for ultimate disposal of residue resulting from such treatment, including land used for (i) composting sludge,

(ii) temporary storage of such sludge and (iii) the storage of treated wastewater in land treatment systems before land application.

(5) Any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal or industrial waste, including waste in combined storm water and sanitary sewer systems.

"**Trustee**" shall mean NBD Bank, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the SRF Indenture.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The State agrees to Loan an amount not to exceed _____($____) in aggregate principal amount to the Qualified Entity as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Facilities Plan ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Bond Bank Bonds contained in the Purchase Account or from other sources the State, in its sole discretion, may designate. The Loan is evidenced by the Bonds executed and delivered by the Qualified Entity contemporaneously herewith. The Bonds shall be in fully registered form, with the Bond Bank registered as the registered owner. Pursuant to certain agreements between the State and the Bond Bank, so long as the Bond Bank is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: NBD Bank, N.A., Indianapolis, Indiana/Corporate Trust; ABA No. 074 000 052; Contact: Robert J. Kocher; Account No. 24834. The Qualified Entity agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) The Bonds will not bear interest for the two year period from the date of this Agreement and thereafter will bear interest at the per annum rate of two and nine tenths percent (2.9%) (calculated on the basis of a 360-day year comprised of twelve 30-day months) until paid, as provided in I.C. 13-18-13-10 and -15. Interest, if any, on the Bonds will be payable on January 1 and July 1 of each year, commencing January 1, 2001. The Bonds will be in the aggregate principal amount of _____ ($_____). Subject to Section 2.05 herein, the Bonds will mature on January 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in, the schedule contained in Exhibit C to this Agreement; provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is twenty (20) years after Substantial Completion of Construction. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Qualified Entity as provided in the Authorizing Instrument.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

Section 2.03. Disbursement Conditions. Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof:

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Qualified Entity shall have complied with 327 I.A.C. 13-11-1. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Qualified Entity shall have complied with I.C. 36-1-12.

(b) No representation, warranty or covenant of the Qualified Entity contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Qualified Entity shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the State uncommitted funds in an amount sufficient to satisfy the State's obligations hereunder from the proceeds of Bond Bank Bonds in the Purchase Account.

(e) The Qualified Entity shall have undertaken all actions necessary to comply with and satisfied the conditions and requirements for a Loan secured with money made available from the SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 13-18-13, 327 I.A.C. 13, the Clean Water Act and 40 C.F.R. Part 35.

Section 2.04. Disbursement Procedures. Loan proceeds shall be disbursed to the Qualified Entity by the Trustee for actual Eligible Costs incurred with respect to the Project. The State may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Qualified Entity that I.C. 36-1-12-14 or a similar law applies to the Project, to the Qualified Entity for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Qualified Entity will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the State. Disbursement Requests shall be approved by the Department and the SRF Program Director prior to submission to the Trustee for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

Section 2.05. Effect of Disbursements. Loan disbursements made to or for the benefit of the Qualified Entity shall be deemed to be a purchase of the Bonds in such amounts and with

such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. Interest on the Loan commences on the day that the State approves a Disbursement Request and forwards such Disbursement Request to the Trustee for payment. In the event any Loan disbursement is made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Qualified Entity to the Trustee and may, subject to the terms and conditions set forth in this Agreement, be borrowed by the Qualified Entity.

Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement. Within 30 days after any request by the State from time to time, the Qualified Entity shall execute and deliver to the State an acknowledgment in the form prescribed by the State which acknowledges the outstanding principal of and interest on the Bonds. Unless the State consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the State, the Qualified Entity shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE QUALIFIED ENTITY

Section 3.01. Planning, Design and Construction Covenants. The Qualified Entity hereby covenants and agrees with the State that the Qualified Entity will:

(a) Provide information as requested by the State to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in 327 I.A.C. 13-11 in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 334 to the Department whenever any agreements or subagreements are awarded. (These reports must be submitted by the 15th day of each January, April, July and October after which such agreement or subagreement is awarded).

(d) Prior to the submission to the Department of the Design of the Project, receive the written approval of the Department as to the Facilities Plan.

(e) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.

(f) In the event Construction is to be paid from Loan proceeds, prior to advertising for Construction bids for the Project, receive the written approval of the Department of the Plans and Specifications.

(g) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.

(h) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5.

(i) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Department Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and Agency Form 5700-49 ("Certification Regarding the Debarment, Suspension, and Other Responsibility Matters").

(j) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Department in procuring contracts for Construction, including (1) submission to the Department of Project change orders, (2) obtaining approval from the SRF Program Director of any Project change order which significantly changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the SRF Program Director prior to the award of any contract for Construction and (4) receiving authorization from the SRF Program Director prior to initiating procurement of construction of the Project.

(k) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the SRF Program Director for the sewer charge system (including sewer use ordinance and any interlocal agreement) associated with the Project.

(l) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Plans and Specifications, using approved contract papers.

(m) Permit the State and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in 327 I.A.C. 13-12-7 and 327 I.A.C. 13-15-1. Construction contracts shall provide that the State or its agents will have access to the Project and the work related thereto and that the Qualified Entity's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Qualified Entity for at least six years after Substantial Completion of Construction.

(n) Upon Substantial Completion of Construction and when requested by the State, provide audited reports to the State to permit the State to determine that the Loan proceeds have been used in compliance with this Agreement.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, certify to the State that the Project meets performance standards, or if not met, (1) submit to the Department a corrective action plan, including the information described in 327 I.A.C. 13-12-9 and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(p) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans for the Project to the Department.

Section 3.02. General Covenants. The Qualified Entity hereby covenants and agrees with the State that the Qualified Entity will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the State.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the State, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the State consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the Treatment Works in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the State such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the State or the Qualified Entity by the Agency.

(g) Provide notice to the Department under the circumstances contemplated, and undertake inspections as required, by 327 I.A.C. 13-12-7.

(h) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the Qualified Entity) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Qualified Entity with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Qualified Entity, to pay all obligations of the Qualified Entity with respect thereto.

(i) Establish rates and charges in a manner which reflects a customer's fair share of the Treatment Works' capital cost and a customer's proportionate share of Operation and Maintenance. The fair share of the Treatment Works' capital costs shall be determined by the Qualified Entity. The proportionate share of Operation and Maintenance shall be based on the actual (or estimated) wastewater flow and loading contributed by a customer in relation to the total wastewater flow and loading contributed by all customers.

(j) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the State if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Qualified Entity may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(k) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. § 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(l) Undertake all actions necessary to investigate all potential, material claims which the Qualified Entity may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(m) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the State.

Section 3.03. Representations and Warranties of the Qualified Entity. After due investigation and inquiry, the Qualified Entity hereby represents and warrants to the State that:

(a) The Qualified Entity is duly organized and existing under state law, and constitutes a "political subdivision" within the meaning of I.C. 13-11-2-164. The Project and the Treatment Works are subject to I.C. 36-9-23.

(b) The Qualified Entity has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations

hereunder and thereunder.

(c) By all required action, the Qualified Entity has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Qualified Entity, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Qualified Entity to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Qualified Entity has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Qualified Entity.

(g) All information furnished by the Qualified Entity to the State or any of the persons representing the State in connection with the Loan or the Project is accurate and complete in all material respects.

(h) The Qualified Entity has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

Each of the foregoing representations and warranties will be deemed to have been made by the Qualified Entity as of the date of this Agreement and as of the date of any disbursement of Loan proceeds. Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the State may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Qualified Entity acknowledges that the State may direct the Bond Bank to sell or assign the Bonds, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Qualified Entity covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the State, the Qualified Entity covenants and agrees with the State that the Qualified Entity will, at its expense, furnish any information, financial or otherwise, with respect to the Qualified Entity, this Agreement, the Authorizing Instrument and the Bonds and the

Treatment Works as the State reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Qualified Entity to the State or any person representing the State in connection with the Loan or the Project may be furnished to any other person the State, in its judgment, deems necessary or desirable in its operation and administration of the SRF Program.

Section 3.06. Tax Covenants. The Qualified Entity hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Qualified Entity further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Qualified Entity shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Qualified Entity or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Qualified Entity hereby covenants that the Qualified Entity, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV

DEFAULTS

Section 4.01. Remedies. The State's obligation to make a disbursement under the Loan to the Qualified Entity hereunder may be terminated at the option of the State, without giving any prior notice to the Qualified Entity, in the event: (a) the Qualified Entity fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (b) any representation or warranty made by the Qualified Entity as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the State without giving any prior notice, may declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the State in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the State by this Agreement or by law shall not make the State liable in damages to the Qualified Entity or relieve the Qualified Entity from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Qualified Entity may have and pursue any and all other remedies provided by law for compelling performance by the State of such obligation assumed by or imposed upon the State. The obligations of the State hereunder do not create a debt or a liability of the State under the constitution of the State or a pledge of the faith or credit of the State and do not directly, indirectly or contingently, obligate the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the State nor any agent, attorney, member or employee of the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Qualified Entity without the prior written consent of the State and any attempt at such an assignment without such consent shall be void. The State may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the State or any assignee is a beneficiary or party. The State may at its option assign all or a portion of its rights under this Agreement to any person. The Qualified Entity hereby consents to any such assignment by the State. This Agreement shall be binding upon and inure to the benefit of any permitted successor and assign.

Section 5.03. No Waiver. Neither the failure of the State nor the delay of the State to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the State and the Qualified Entity, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the State or the Qualified Entity to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the

Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the State shall be given by providing such notice to both the Budget Agency and the Department as follows:

State of Indiana
Department of Environmental Management
100 North Senate, 12th Floor
Post Office Box 6015
Indianapolis, Indiana 46206-6015
Attention: SRF Program Director

State of Indiana
State Budget Agency
212 State House
Indianapolis, Indiana 46204
Attention: SRF Program Representative

or at such other address(es) or number(s) and to the attention of such other person(s) as the State may designate by notice to the Qualified Entity. Notices to the Qualified entity shall be addressed to:

City of Bloomington
City Hall
P.O. Box 100
Bloomington, Indiana 47402
Attention: City Controller

or at such other address(es) or number(s) and to the attention of such other person(s) as the Qualified Entity may designate by notice to the State. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Qualified Entity covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the

costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the State in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Qualified Entity of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Qualified Entity shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the State may request and the Qualified Entity shall promptly pay, an annual administrative fee in connection with the Loan in an amount determined by the State, but not exceeding $1,000; (2) for so long as the State or the Bond Bank is the registered owner of the Bonds, at the direction of the State, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the SRF Program; and (3) the Qualified Entity shall only be obligated to pay fees, costs and expenses of the State's counsel and financial advisers in connection with making the Loan up to $5,000.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Qualified Entity has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

(End of Article V)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF BLOOMINGTON

"Qualified Entity"

By:_____

Printed:_____

Title:_____

Attest:

_____

STATE BUDGET AGENCY

By:_____
Peggy Boehm, State Budget Director

"Budget Agency"

Approved: DEPARTMENT OF ADMINISTRATION

By:_____
Betty Cockrum, Commissioner

Approved as to form and legality:

ATTORNEY GENERAL OF THE STATE OF INDIANA

By:_____

CONTINUING DISCLOSURE
UNDERTAKING AGREEMENT

This CONTINUING DISCLOSURE UNDERTAKING AGREEMENT (the "Agreement") is made as of _____ 1, _____ between the City of Bloomington, Indiana (the "Obligor") and _____ (the "Counterparty"), for the purpose of permitting _____, as underwriter (the "Underwriter") of the Bonds to purchase the Bonds in compliance with the Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "SEC Rule") as published in the Federal Register on November 17, 1994.

Section I. Definitions. The words and terms defined in this Agreement shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization, shall have the meanings assigned to them in the SEC Rule.

(a) "Bondholder" or "holder" or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the registered owner of any outstanding Bond, including the holders of beneficial interests in the Bonds.

(b) "Final Official Statement" means the Official Statement, dated as of _____ _____, _____, relating to the Bonds, including any document or set of documents included by specific reference to such document or documents previously provided to each NRMSIR and to the SID, or filed with the Municipal Securities Rulemaking Board ("MSRB").

(c) "NRMSIR" means, at any point in time, a nationally recognized municipal securities information repository which is then recognized as such by the SEC, initially including but not limited to each of those entities listed on the attached Exhibit A.

(d) "Obligated Person" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), for which Annual Information (as defined in Section 5 hereof) is presented in the Official Statement. All Obligated Persons with respect to the Bonds are identified in Section 4 below.

(e) "SID" means the Indiana state information depository, if any, in existence from time to time.

Section II. Bonds. This Agreement applies to the Sewage Works Revenue Bonds of _____, Series ___ in the principal amount of $_____ (the "Bonds").

Section III. Term. The term of this Agreement is from the date of delivery of the Bonds by the Obligor to the earlier of (i) the date of the last payment of principal or redemption price, if any, of, and interest to accrue on, all the Bonds, (ii) the date the Bonds are defeased under Section 19 of the Ordinance adopted by the Obligor _____, 199____ (the "Ordinance"), or (iii) the date of rescission as described in Section 14.

Section IV. Obligated Persons. The Obligor hereby represents and warrants as of the date hereof that it is the only Obligated Person with respect to the Bonds. If the Obligor, at its sole discretion, determines that it is no longer an Obligated Person, this Agreement shall no longer apply to the Obligor.

Section V. Provision of Annual Information.

(a) The Obligor hereby undertakes to provide the following financial information:

(i) To each NRMSIR and to the SID, when and if available, the audited financial statements of the Obligor as prepared and examined by the State Board of Accounts for each twelve-month period ending December 31, beginning with the twelve month period ending December 31, 199_, together with the opinion of such accountants and all notes thereto, within sixty (60) days of receipt from the State Board of Accounts; and

(ii) To each NRMSIR and to the SID, within 180 days of each December 31, beginning with the calendar year ending December 31, 199_, unaudited annual financial information for the Obligor for such calendar year including (i) unaudited financial statements of the Obligor if audited financial statements are not available, and (ii) operating data of the type included under the following headings in Appendix A to the Final Official Statement (collectively, the "Annual Information"):

[INSERT DATA TO BE PROVIDED]

(b) If any Annual Information or audited financial statements relating to the Obligor referred to in paragraph (a) of this Section 5 no longer can be generated because the operations to which they related have been materially changed or discontinued, a statement to that effect, provided by the Obligor to each NRMSIR and to the SID, along with any other Annual Information or audited financial statements required to be provided under this Agreement, shall satisfy the undertaking to provide such Annual Information or audited financial statements. To the extent available, the Obligor shall cause to be filed along with the other Annual Information or audited financial statements operating data similar to that which can no longer be provided.

(c) The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit B attached hereto.

(d) The Obligor agrees to make a good faith effort to obtain Annual Information. However, failure to provide audited financial statements or Annual Information because it is not available to the Obligor shall not be deemed to be a breach of this Agreement. The Obligor further agrees to supplement the Annual Information filing when such data is available.

(e) Annual Information or audited financial statements required to be provided pursuant to this Section 5 may be provided by a specific reference to such Annual Information or audited financial statements already prepared and previously provided to each NRMSIR and the SID, or filed with the SEC; however, if such document is a final official statement, it must also be available from the MSRB.

Section VI. Accounting Principles. The financial information will be prepared on a cash basis as prescribed by the State Board of Accounts, as in effect from time to time, as described in the auditors' report and notes accompanying the audited financial statements of the Obligor or those principles mandated by state law from time to time. The audited financial statements of the Obligor, as described in Section 5(a)(1) hereof, will be prepared in accordance with generally accepted accounting standards and Government Auditing Standards issued by the Comptroller General of the United States.

Section VII. Material Events. The Obligor undertakes to disclose in a timely manner the occurrence of only the following events, if material (which determination of materiality shall be made by the Obligor in accordance with the standards established by federal securities laws), to each NRMSIR or to the MSRB, and to the SID:

(a) principal and interest payment delinquencies;
(b) non-payment related defaults;
(c) unscheduled draws on debt service reserves reflecting financial difficulties;
(d) unscheduled draws on credit enhancements reflecting financial difficulties;
(e) substitution of credit or liquidity providers, or their failure to perform;
(f) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
(g) modifications to the rights of Bondholders;
(h) Bond calls (other than scheduled mandatory sinking fund redemptions for which notice is given in accordance with the Ordinance);
(i) defeasances;
(j) release, substitution or sale of property securing repayment of the Bonds; and
(k) rating changes.

The Obligor may from time to time choose to provide notice of the occurrence of any other event, in addition to those listed above, if, in the judgment of the Obligor, such other event is material with respect to the Bonds and should be disclosed, but the Obligor does not commit to provide any such notice of the occurrence of any material event except those events set forth above. The disclosure may be accompanied by a certificate of an authorized representative of the Obligor in the form of Exhibit C attached hereto.

Section VIII. Notice to Counterparty. The Obligor hereby agrees to provide to the Counterparty a copy of any Annual Information, audited financial statements, material event notice, or notice of failure to disclose Annual Information which it files or causes to be filed pursuant to Sections 5, 7 and 10 hereof, respectively, concurrently with or prior to such filing.

Section IX. Use of Agent. The Obligor may, at its sole discretion, utilize an agent (the "Dissemination Agent") in connection with the dissemination of any information required to be provided by the Obligor pursuant to the terms of the SEC Rule and this Agreement. If a Dissemination Agent is selected for these purposes, the Obligor shall provide prior written notice thereof (as well as notice of replacement or dismissal of such agent) to the Counterparty and to each NRMSIR, the SID, and the MSRB.

Further, the Obligor may, at its sole discretion, retain counsel or others with expertise in securities matters for the purpose of assisting the Obligor in making judgments with respect to the scope of its obligations hereunder and compliance therewith, all in order to further the purposes of this Agreement as set forth in the preamble and Section 11 hereof.

Section X. Failure to Disclose. If, for any reason, the Obligor fails to provide the audited financial statements or Annual Information as required by this Agreement, the Obligor shall provide notice of such failure in a timely manner to each NRMSIR or to the MSRB, and to the SID.

Section XI. Remedies.

(a) The purpose of this Agreement is to enable the Underwriter to purchase the Bonds by providing for an undertaking by the Obligated Persons in satisfaction of the SEC Rule. This Agreement is solely for the benefit of the Bondholders and creates no new contractual or other rights for, nor can it be relied upon by, the SEC, underwriters, brokers, dealers, municipal securities dealers, potential customers, other Obligated Persons or any other third party. The sole remedy against the Obligor for any failure to carry out any provision of this Agreement shall be for specific performance of the Obligor's disclosure obligations hereunder and not for money damages of any kind or in any amount or for any other remedy. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Ordinance or any other agreement to which the Obligor is a party.

(b) Subject to paragraph (e) of this Section 11, in the event the Obligor fails to provide any information required of it by the terms of this Agreement, any Bondholder may pursue the remedy set forth in the preceding paragraph in any court of competent jurisdiction in the county in which the Obligor is located. An affidavit to the effect that such person is a Bondholder supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy.

(c) Subject to paragraph (e) of this Section 11, any challenge to the adequacy of the information provided by the Obligor by the terms of this Agreement may be pursued only by holders of not less than 25% in principal amount of Bonds then outstanding

in any court of competent jurisdiction in the county in which the Obligor is located. An affidavit to the effect that such persons are Bondholders supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue the remedy set forth in the preceding paragraph.

(d) The Counterparty, upon satisfactory indemnification and demand by those persons it reasonably believes to be Bondholders, may also pursue the remedy set forth above in any court of competent jurisdiction in the county in which the Obligor is located. The Counterparty shall have no obligation to pursue any remedial action in the absence of a valid demand from Bondholders and satisfactory indemnification.

(e) Prior to pursuing any remedy under this Agreement, a Bondholder shall give notice to the Obligor, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after the mailing of such notice, and not before, a Bondholder may pursue such remedy under this Agreement. The Obligor's failure to honor its covenants hereunder shall not constitute a breach or default of the Bonds, the Ordinance or any other agreement to which the Obligor is a party.

Section XII. Counterparty's Obligations. The Counterparty hereto shall have no obligation to take any action whatsoever with respect to information provided by the Obligor under this Agreement (or by any Obligated Persons covered hereby), except (i) as set forth in this Section 12 and (ii) any obligations arising from the Counterparty serving as a Dissemination Agent, and no implied covenants or obligations shall be read into this Agreement against the Counterparty. Further, except as set forth in this Section 12, the Counterparty hereto shall have no responsibility to ascertain the truth, completeness, accuracy, or timeliness of the information provided as required hereunder by the Obligor or any Obligated Person, nor as to its sufficiency for purposes of compliance with the SEC Rule or the requirements of this Agreement.

The Counterparty may, at its sole discretion, retain counsel or others with expertise in continuing disclosure matters for the purpose of assisting the Counterparty in making judgments with respect to the scope of its obligations hereunder and compliance therewith.

If the Counterparty has not received the Annual Information by the date which is ten (10) days before the date set forth in Section 5(a)(2) of this Agreement, the Counterparty shall notify the Obligor, via registered or certified mail, that it has not received such Annual Information. However, a failure by the Counterparty to provide (or any delay in providing) any notice required by this paragraph shall not: (i) operate to relieve the Obligor of its obligation to provide the Annual Information in the manner and within the time specified in this Agreement; or (ii) constitute a defense for the Obligor, or the basis for any claim, counterclaim, cross-claim or third-party claim by the Obligor, in any action brought pursuant to Section 11 of this Agreement or otherwise. Nothing contained in this paragraph shall operate to grant any additional rights or remedies to any holder of Bonds.

The Counterparty hereto shall be obligated to, and hereby agrees that it will, on the fifth business day after the date required by Section 5(a)(2) of this Agreement, forward to those persons

or entities scheduled to receive Annual Information a notice substantially in the form of Exhibit D attached hereto in the event that the Counterparty has not received a copy of such Annual Information; provided, however, that the Counterparty shall not give such notices as described in this paragraph and the immediately preceding paragraph if the Obligor has provided the Counterparty with notice that the Obligor has issued notice pursuant to Section 10 hereof.

Section XII. Resignation and Removal of Counterparty. The Counterparty may resign in its capacity under this Agreement at any time by giving written notice thereof to the Obligor. So long as the Obligor has not failed to honor its obligations as set forth in Sections 5, 7 and 10 hereof, the Obligor may remove the Counterparty in its capacity under this Agreement at any time by giving written notice thereof to the Counterparty. Upon such resignation or removal, the Obligor shall promptly appoint a successor Counterparty.

Section XIII. Modification of Agreement. The Obligor and the Counterparty may, from time to time, amend or modify this Agreement without the consent of or notice to the Bondholders if either (a)(i) such amendment or modification is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Obligor, or type of business conducted, (ii) this Agreement, as so amended or modified, would have complied with the requirements of the SEC Rule on the date hereof, after taking into account any amendments or interpretations of the SEC Rule, as well as any change in circumstances, and (iii) such amendment or modification does not materially impair the interests of the Bondholders, as determined either by (A) the Counterparty or nationally recognized bond counsel or (B) an approving vote of the holders of the requisite percentage of outstanding Bonds as required under Section 23 of the Ordinance at the time of such amendment or modification; or (b) such amendment or modification (including an amendment or modification which rescinds this Agreement) is permitted by the SEC Rule, as then in effect.

Section XIV. Interpretation Under Indiana Law. It is the intention of the parties hereto that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the law of the State of Indiana.

Section XV. Severability Clause. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section XVI. Successors and Assigns. All covenants and agreements in this Agreement made by the Obligor and the Counterparty shall bind their successors, whether so expressed or not.

Section XVII. Notices. All notices required to be given under this Agreement shall be made at the following addresses:

If to the Obligor: City of Bloomington, Indiana
1969 S. Henderson Street
Bloomington, Indiana 47401

If to the Counterparty:

IN WITNESS WHEREOF, the Obligor and the Counterparty have caused this Agreement to be executed as of the _____ day of _____, _____.

CITY OF BLOOMINGTON, INDIANA, as Obligor

_____

_____, as Counterparty

_____

EXHIBIT A

State of Indiana
STATE WASTEWATER REVOLVING LOAN (SRF) PROGRAM
Indiana Government Center North
100 N. Senate Avenue, 12th Floor
P. O. Box 6015
Indianapolis, Indiana 46206-6015
(317) 232-8631

REQUEST FOR A DISBURSEMENT

The undersigned Authorized Representative of the Qualified Entity named in this Request, on behalf of such Qualified Entity, hereby (i) requests that the State make a Disbursement, or cause a Disbursement to be made, in accordance with this Request and (ii) directs that the State mail, or cause to be mailed, the Disbursement to the Qualified Entity or the Contractor named in this Request.

Instructions

1. This Request is applicable only to costs of the Qualified Entity's wastewater treatment works project eligible for financing from the State Wastewater Revolving Loan Fund (the "SRF").

2. Combine multiple bills from a single contractor on one request form.

3. Attach a copy of the claim (a bill, an invoice or a statement) underlying this Request.

4. Complete the required information and please answer all questions.

5. Indicate on this Request if the Qualified Entity has paid all or part of the Contractor's claim and is seeking reimbursement. Attach evidence that such payment was made and the date on which it was made.

6. Inquires related to the status of a Disbursement request must be directed to the Qualified Entity. The Qualified Entity can then contact this office for the information. Please contact your contractors about this policy.

7. Requested amounts must be rounded to the nearest whole dollar.

8. The Request must be typed.

DISBURSEMENT REQUEST INFORMATION

Community: _____ Project No.: CS _____

Mailing Address: _____ Request No.: _____

_____

_____

Contact Person: _____

Contact Phone No.: ( ) _____

Community's Authorized Representative: _____ Authorized Representative's Phone No.: _____

Description of Work for which claim is being made (service, fees, type of, etc.): _____

_____

Contractor	Address	Amount Requested
		$ _____

Original Loan Amount ..... $ _____

Total Amount of Previous Disbursements ..... $ _____

Amount of this Request ..... $ _____

Balance Available after this Disbursement ..... $ _____

Is a portion of the claim underlying this Request subject to retainage under I.C. 36-1-12-14 or a similar law? YES ___ NO ___

If yes the retainage amount is ..... $ _____

This amount will be mailed to the community for such retainage purposes and the remainder sent directly to the contractor identified above.

Has the Qualified Entity paid the request and seeking reimbursement? YES ___ NO ___

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is legally due (and is payable from the SRF) in accordance with the Financial Assistance Agreement with the State.

DATE: _____ _____

AUTHORIZED REPRESENTATIVE SIGNATURE

STATE AUTHORIZATION

The Department of Environmental Management finds $_____ of the claim underlying this Request to be eligible SRF Costs to be disbursed as directed below.

The Program Representative hereby (i) authorizes NBD Bank, N.A., as trustee, to disburse the amount stated in the preceding sentence and (ii) directs that such amount be mailed to:

$_____ the Contractor at the address identified on page 2.

$_____ the Qualified Entity at the address identified on page 2.

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By:_____

Date:_____

PROGRAM REPRESENTATIVE

By:_____

Date:_____

Trustee Certification

The undersigned, on behalf of NBD Bank, N.A., as trustee, hereby certifies that a Disbursement in the amount authorized by the State, together with a completed copy of this Request, was mailed on _____, 199_ to the party stated under "State Authorization" above. Further, a copy of this completed Request has been mailed to the Qualified Entity and the Department of Environmental Management.

NBD BANK, N.A., as Trustee

Date:_____

By:_____
Authorized Officer

EXHIBIT B

[Subject to State's approval, this information is to be supplied by the Qualified Entity prior to Closing.]

The Project is more fully described in, and shall be in accordance with, the Facilities Plan and the Plans and Specifications approved by the Department.

EXHIBIT C
Principal Payment Schedule

Date	Principal Amount	Date	Principal Amount

[Subject to State's approval, this information is to be supplied by the Qualified Entity's Financial Advisor prior to Closing.]

EXHIBIT A

NATIONALLY RECOGNIZED MUNICIPAL
SECURITIES INFORMATION REPOSITORIES

Bloomberg Municipal Repositories
100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3200
Fax: (609) 279-5962
E-Mail: Munis@Bloomberg.com

Thomson NRMSIR
Attn: Municipal Disclosure
395 Hudson Street, 3rd Floor
New York, NY 10014
Phone: (212) 807-5001
Phone: (800) 689-8466
Fax: (212) 989-2078
E-Mail: Disclosure@Muller.com

Kenny Information Systems, Inc.
Attn: Kenny Repository Service
65 Broadway - 16th Floor
New York, NY 10006
Phone: (212) 770-4595
Fax: (212) 797-7994

DPC Data, Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
E-Mail: nrmsir@dpcdata.com

EXHIBIT B

CERTIFICATE RE: ANNUAL FINANCIAL INFORMATION DISCLOSURE

The undersigned, on behalf of the City of Bloomington, Indiana, as the Obligor under the Continuing Disclosure Undertaking Agreement, dated _____, ____ (the "Agreement"), between the Obligor and _____, as Counterparty, hereby certifies that the information enclosed herewith constitutes the Annual Information (as defined in the Agreement) which is required to be provided pursuant to Section 5(a)(2) of the Agreement.

Dated: _____.

_____

By: _____

Printed: _____

Title: _____

EXHIBIT D

NOTICE TO REPOSITORIES OF FAILURE TO FILE INFORMATION

Notice is hereby given that the City of Bloomington, Indiana (the "Obligor") has not provided to _____, as Counterparty to the Continuing Disclosure Undertaking Agreement, dated _____, ____ (the "Agreement"), between the Obligor and the Counterparty, the Annual Information as required by Section 5(a)(2) of the Agreement.

Dated: _____

_____

By: _____

Printed: _____

Title: _____

EXHIBIT C

CERTIFICATE RE: MATERIAL EVENT DISCLOSURE

The undersigned, on behalf of the City of Bloomington, Indiana, as the Obligor under the Continuing Disclosure Undertaking Agreement, dated _____, ____ (the "Agreement"), between the Obligor and _____, as Counterparty, hereby certifies that the information enclosed herewith constitutes notice of the occurrence of a material event which is required to be provided pursuant to Section 7 of the Agreement.

Dated: _____.

_____

By: _____

Printed: _____

Title: _____