CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 20, 2016 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1. Approval of Minutes of August 23, 2016
A-2. Approval of Claims Submitted August 23, 2016 – September 19, 2016
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period -
B-2. Bravo Award -
B-3. Parks Partner Award -
B-4. Staff Introductions -

C. OTHER BUSINESS

C-1 Review/Approval of Partnership Agreement for Pumpkin Launch (Bill Ream)
C-2. Review/Approval of establishing a prairie at the Goat Farm (Steve Cotter)
C-3. Review/Approval of Summer Star Memorandum of Agreement (Elizabeth Tompkins)
C-4. Review/Approval of Contract with Tennis Technology Inc. (John Turnbull)

D. PARK BONDS

D-1. Overview of Park Bond Projects (Paula McDevitt)
(Dave Williams)
(John Turnbull)

D-2. Public Hearing on Resolution **16-03** (Declaratory Resolution Approving Project of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Project) [City of Bloomington Park District Bonds, **Series 2016A**]

D-3. Public Hearing on the Appropriation of City of Bloomington Park District Bonds, **Series 2016A**

D-4. Consideration of Resolution No**. 16-03** (Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of **2016A** Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the **2016A Bonds**)

Board packets/reports are available to the public by contacting the Department at 349-3700.

D-5. Public Hearing on Resolution **16-04** (Declaratory Resolution Approving Project of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Project) [City of Bloomington Park District Bonds, **Series 2016B**]

D-6. Public Hearing on the Appropriation of City of Bloomington Park District Bonds, Series **2016B**

D-7. Consideration of Resolution No. **16-04** (Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of **2016B** Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the **2016B** Bonds)

D-8. Public Hearing on Resolution **16-05** (Declaratory Resolution Approving Project of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Project) [City of Bloomington Park District Bonds, Series **2016C]**

D-9. Public Hearing on the Appropriation of City of Bloomington Park District Bonds, Series **2016C**

D-10. Consideration of Resolution No. **16-05** (Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of **2016C** Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the **2016C** Bonds)

D-11. Public Hearing on Resolution **16-06** (Declaratory Resolution Approving Project of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Project) [City of Bloomington Park District Bonds, Series **2016D**]

D-12. Public Hearing on the Appropriation of City of Bloomington Park District Bonds, Series **2016D**

D-13. Consideration of Resolution No**. 16-06** (Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of **2016D** Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the **2016D** Bonds)

D-14. Public Hearing on Resolution **16-07** (Declaratory Resolution Approving Project of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Project) [City of Bloomington Park District Bonds, Series **2016E]**

D-15. Public Hearing on the Appropriation of City of Bloomington Park District Bonds, Series **2016E**

D-16. Consideration of Resolution No. **16-07** (Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of **2016E** Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the **2016E** Bonds)

E. REPORTS

E-1.	Administration Division	-	Comprehensive Master Plan – Planning Department	(Brian Robinson)
E-2.	Operations Division	-	ERAC Comments on Comprehensive Master Plan	(Elizabeth Tomkins)
E-3.	Recreation Division	-		
E-4.	Sports Division	-		

ADJOURNMENT

Board packets/reports are available to the public by contacting the Department at 349-3700.

CITY OF BLOOMINGTON
parks and recreation

A-1
09-20-2016

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, August 23, 2016 Council Chambers
4:00 – 5:30 p.m. 401 N. Morton

CALL TO ORDER
The meeting was called to order by Les Coyne at 4:03 p.m.

Board Present: Les Coyne, Joe Hoffman, Kathleen Mills and Darcie Fawcett

Staff Present: Paula McDevitt, Dave Williams, John Turnbull, Julie Ramey, Kim Clapp, Nikki Wooten, Mark Sterner, Leslie Brinson, Ellen Campbell and Steve Cotter

A. CONSENT CALENDAR
A-1. Approval of Minutes of July 26, 2016 Meeting
A-2. Approval of Claims Submitted July 26, 2016 thru August 22, 2016
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report

Mr. Joe Hoffman made a motion to approve the Consent Calendar. Ms. Kathleen Mills seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B–2. Bravo Award – Boys and Girls Club of Bloomington Teen Program
Ms. Nikki Wooten, Special Service Coordinator, presented the August Bravo Award to the Boys and Girls Club of Bloomington Teen Program, for their service as an organization. The organization is dedicated to serving the youth of the community by providing camps and programs during after school hours, holiday breaks and summer time. Their teen program assisted the Natural Resource Department with invasive plant removal. The volunteers focused on the bush honeysuckle removal and covered several acres over the course of the summer. We are pleased to present the Boys and Girls Club of Bloomington Teen Program with the BRAVO award for their exceptional service to the Department's Natural Resources program.

Tabitha Traux Cassini, Lincoln Street Program Director and club members Quinten Duvall and Joe Bealer accepted the August Bravo award on behalf of the Boys and Girls of Bloomington Teen Program. Ms. Cassini approached the podium. Ms. Cassini thanked the Board for giving the teens the opportunity to serve the community through the Parks Department's summer activities. Teens come to the Boys and Girls Club for different reasons and the Club provides an affordable options for kids in the community. The Club is not a babysitter, it provides youth with the opportunities to become better individuals and to connect with the community. This summer the Club's 4 focus areas where: Character and Leadership, Health & Life Skills, Access to the Arts and Education & Career. The Park's Department assists the Club to meet its mission. The Boys and Girls Club takes advantage of what is offered by getting the youth outside and active.

The Board thanked the Boys and Girls Club of Bloomington Teen Program for their volunteer services provided to Bloomington Parks and Recreation.

B-3. Parks Partner Award – None

B-4. Staff Introduction - None

C. OTHER BUSINESS

C-1. Review/Approval of Contract Award TIF Funded Projects Cascades Trail 4

Mr. Dave Williams, Operations Director, this TIF funded contract through Eagle Ridge Engineering, is a consultant contract for the design of Cascades Trail Phase 4 at a cost of $68,700.00. Due to scheduling, this TIF funded project is being presented to the Board for contract approval prior to receiving funding approval from the Redevelopment Commission, which is the typical process. This contract will be taken to the Redevelopment Commission at a later date. Phase 1 of the Cascades Trail project was completed 5 years ago, the trail begins at Clubhouse Dr., goes across North Walnut and extends to Stone Mill Rd, which is the entrance to Ferguson Dog Park and is in proximity of Griffy Lake. Phase 2, constructed 2 years ago, the path runs by the shelter houses at Clubhouse Dr., goes around the golf course and terminates at Clubhouse Dr. and Kinser Pike. Phase 3, a future project, will be part of Planning and Transportation's project to realign the intersection of N. Dunn and Old State Rd. 37. Phase 3 will extend the pathway from where Phase 1 ended to the old City Utility Water Treatment Plant. Phase 4 of the project, will expand the Cascades Trail from the intersection of Kinser Pike and Clubhouse Dr. to the northwest corner of the Cascades Golf Course and entrance to the Northwood's neighborhood. Phase 4 will remain on City right-of-way or City Park's property and will require modification to two golf holes. We have worked closely with golf course staff and the trail system's Master Plan consultant, Eagle Ridge Engineering, for this phase of the trail. It is anticipated the design element of Phase 4 will be completed the end of 2017 with construction to begin in 2018. The Master Plan's final leg of the trail begins at Clubhouse Dr. and Lower Cascade Park Rd. and extends to Millers Shower Park. This will be an expensive and involved project. The final leg has not been funded and will not be constructed in the near future.

The Board recommended; to prevent complications with future development of the trail, take into consideration where the most convenient site to cross I-69 will be located.

Mr. Williams stated the overpasses will have bicycle and pedestrian combinations. Due to I-69 construction, the original plans of the trail have been shorten. Mr. Williams will consult with the Planning and Transportation Department on the best location to cross I-69 in the future.

Mr. Joe Hoffman made a motion to approve the contract award TIF Funded Projects Cascades Trail Phase 4 with Eagle Ridge Engineering. Ms. Mills seconded the motion. Motion was unanimously carried.

The Board recognized Mr. Williams for his work with the TIF funded projects.

C-2. Review/Approval of Partnership Agreement Bloomington Soccer, LLC

Mr. Mark Sterner, Sports Area Manager this agreement has been in place since 2009 with Bloomington Soccer LLC and Chris Doran. Bloomington Soccer LLC offers soccer opportunities, instruction and leagues for both adults and youth during the months of September through March. Mr. Doran rents 80% of the turf time between 5:30 p.m. to 10:00 p.m. There are no significant changes to this year's partnership agreement. Mr. Sterner invited Mr. Doran to the podium.

Mr. Doran thanked the Board for the opportunity to work with the City of Bloomington, Mark Sterner and for the support John Turnbull has provided over the years. He is grateful to be able to provide soccer to the community. Mr. Doran appreciates the extended opportunity to continue to work with the soccer community and the staff at Twin Lakes.

The Board thanked Mr. Doran for his service to the community.

Mr. Joe Hoffman made a motion to approve the Partnership Agreement with Bloomington Soccer LLC. Ms. Mills seconded the motion. The motion was unanimously carried.

C-3 Review/Approval of Partnership Agreement with Indiana University Intercollegiate Athletics
Ms. Paula McDevitt, Acting Director, introduced Mr. Sean M. Starowitz, Assistant Director for the Arts.

Mr. Starowitz approached the podium. Indiana University Intercollegiate Athletics is hosting the Football is BIG campaign, uniting art and sport to promote IU Athletics and Public Art. This partnership will allow IUIA to place a temporary public art installation on Parks property just north of Miller-showers Park. IUIA is also placing a piece on the sidewalk plaza at the IVY Tech Waldron Center, which was approved by the Board of Public Works.

The Board requested clarification on the location of the instillation.

Mr. Starowitz stated one football would be placed parallel to College Ave. and one parallel to Walnut St. with the north side being the preferred sites.

Mr. Joe Hoffman made a motion to approve the Partnership Agreement with Indiana University Intercollegiate Athletics. Ms. Mills seconded the motion. The motion was unanimously carried.

C-4. Review/Approval of Request for Emergency Procurement and Delegation of Contract Award Authority Wapehani Mountain Pike Park Trail Location
Mr. Steve Cotter, Natural Resource Manager, the State of Indiana acquired 1.73 acres of Wapehani Mountain Bike Park for the I-69 project. In doing so, approximately a 20 to 80 foot strip of land was taken along the western border of the park. This strip of land included a portion of the boardwalk and trail connecting the loop around the lake. Construction equipment and material will need to be deliver by using the highway right-of way on the west side of the park. Due to the construction schedule of I-69, access to this right-of way will be lost mid to late October. The loss of this access would result in the need of a construction road being built through the park. Staff is asking the Board to declare the Wapehani Trail Relocation Project a procurement emergency per Indiana Code, IC 36-1-12-9, and to authorize staff to award a contract for the work. If approved, quotes will be sought from Crider and Crider, Inc. and Weddle Brothers Construction Company.

Mr. Hoffman made a motion to approve the Request for Emergency Procurement with a Declaration on the Emergency and Delegation of Contract Award Authority with bids to be sought from Crider and Crider, Inc. and Weddle Brothers Construction Company for the Wapehani Mountain Pike Park Trail Relocation. Ms. Mills seconded the motion. The motion was unanimously carried.

C-5 Review/Approval of Resolutions 16-03 through 16-07 Titled: Declaratory Resolutions Approving Project of the Park District of the City of Bloomington, Indiana, and Making A Preliminary Determination To Issue Bonds To Finance The Project
Ms. Paula McDevitt, Acting Director, Parks last initiated a general obligation bond for $6.2 million in 2001. This bond was utilized to complete re-design and renovation of Millers Shower Park, renovation of Cascades Park, Bryan Park pool improvements, re-design of the aquatic facility at Mills pool and development of a skate park. The Parks department manages a 5 year capital improvement plan which guides the selection of the proposed park bond project list. The proposed list of capital improvements for this bond include: clubhouse renovations at Cascades Golf Course, a fishing pier at Griffy Lake Nature Preserve and improvements at Cascade Parks. Ms. McDevitt introduced, Philippa Guthrie, City Corporation Counsel, Thomas Cameron, Assistant City Attorney, Jeff Underwood, City Controller, Bruce Donaldson and Buzz Crone with Bond Council.

Mr. Jeff Underwood, City Controller approached the podium. This is the renewal of a general obligation bond that is being paid off in 2016. The Parks Department as it was created under its own statute, has its own general obligation bonding authority which is similar to the Civil City. Both Civil City and Parks Bond have a cap, in the amount of 22 million per unit, of obligation debt that can be issued at any one time. Renewing the bond, allows us to keep the tax rate established to pay for the bond. There will be no tax increase to pay for this amount, as we were able to capture it in the same levee. There is approximately 18 million dollars of authority from the two bonds rolling off. In this particular case we have the ability to move dollars around. In order to assist the Parks Department with needed projects, 1 million will be moved from the Civil City over to the Parks Department. We have been working with the Park's staff to identify

the greatest needs, staying away from routine maintenance and repair type items. The items selected are long term projects that qualify for bonding. We are pleased to present this to the Board and ask for your approval.

Board stated the bond process has been an alternative way to meet long range capital improvements, as a capital budget has not been provided in recent years.

Mr. Underwood stated there are additional capital needs for the Parks Department. The City has a huge backlog of capital. The City is currently working on how to identify ways to meet those needs and get monies back into the general operating balance. Giving the ability to take care of day to day, year after year repair and maintenance. This will be the third bond outstanding for the Parks Department. The bond issued to construct the additional nine holes at Cascades Golf Course, will be paid off in 2019. The second, longer term debt, is for the Twin Lakes Recreation Center. Both are revenue bonds, which will be paid off with the revenue generated from Cascade Golf Course and Twin Lakes Recreation Center. The bond presented to the Board today is a tax bond.

Mr. Bruce Donaldson, Partner, Barnes Thornburg LLC's approached the podium. At tonight's Board meeting the first steps of the Parks statutes are being met with the bond preliminary approval as well as the declaratory resolution of the projects. It is anticipated the following steps will be taken at the next Park Board meeting; the required public hearings will be held, to act on the confirmatory resolutions of projects and a more extensive final bond resolutions for each of these series of bonds. The ordinances will be introduced to the City Council at their September meeting for approval of the bond.

Mr. Buzz Krohn, CPA, CGMA of O.W. Krohn and Associates approached the podium. O.W. Krohn and Associates will be working with the Parks Department to develop the marketing strategy for the bonds. At the present time, rates are very good. A utility revenue bond with a 19 year term sold today for 2.62%, a tax backed bond is typically stronger. With the maximum parameters of Parks ordinances, the present plan purposed is to use 3%, 20 year term with the bond sell toward the end of October. The hope is the market will stay calm until that time.

Mr. Hoffman made a motion to approve the Resolution No. 16-03 Declaratory Resolution and Preliminary Determination Issue Bonds in Series 2016A. Ms. Mills seconded the motion. The motion was unanimously carried.

Mr. Hoffman made a motion to approve the Resolution No. 16-04 Declaratory Resolution and Preliminary Determination Issue Bonds in Series 2016B. Ms. Mills seconded the motion. The motion was unanimously carried.

Mr. Hoffman made a motion to approve the Resolution No. 16-05 Declaratory Resolution and Preliminary Determination Issue Bonds in Series 2016C. Ms. Mills seconded the motion. The motion was unanimously carried.

Mr. Hoffman made a motion to approve the Resolution No. 16-06 Declaratory Resolution and Preliminary Determination Issue Bonds in Series 2016D. Ms. Mills seconded the motion. The motion was unanimously carried.

Mr. Hoffman made a motion to approve the Resolution No. 16-07 Declaratory Resolution and Preliminary Determination Issue Bonds in Series 2016E. Ms. Mills seconded the motion. The motion was unanimously carried.

C-6 Review/Approval of 2017 General Fund Budget Request

Ms. Paula McDevitt, Acting Director, presented the 2017 General Fund Budget. The general fund is the appropriated fund from the City Council that is comprised of the property tax base, county option income tax and other revenue sources.

Ms. McDevitt stated BPRD's mission statement has not changed over the last several years and still fits the purpose of the Department today. BPRD provides the highest quality parks, recreation services and greenspace to enhance the quality of life for our community. BPRD has been recognized as a Gold Medal Award Winning Agency in 2007 and has been a six time finalist for this award.

Overview

- CAPRA accredited 2001, 2006, 2011; applied for re-accreditation in 2016.
- Offers over 300 sports and recreational programs annually.

- Responsible for more than $50 million in City assets.
- Manage and maintains 2,343.5 acres of property.

Activities and Goals

- **Administration Division**
  - Administration – Focuses on customer service staff functions.
    - Goal - Measure customer service by distributing 4 surveys during 2017.
    - Goal - Update registration system to RecTrac 3.1 and process 9,000 transactions.
  - Community Relations - Implements effective strategies to market the department programs, events and facilities.
    - Goal - To collect customer data from the new RecTrac system to develop target audience messages.
- **Community Events Division**
  - Health and Wellness - Encourages and supports physical activities and healthy choices and life styles.
    - Goal - Implement the National Girls on the Run Program at two elementary schools.
  - Allison Jukebox Community Center/Your Services - Facilitator of accredited Kid City summer camp program and youth programs, supports inclusive services.
    - Goal - To continue to provide assessable and inclusive programs services.
    - Goal - To provide a summer camp to 85 participants per week for 10 weeks.
  - Community Events - Provide year round cultural and outdoor events.
    - Goal – Community Events - Create and implement two new events for 500 people.
    - Goal - Community Gardens - Rent 170 garden plots at Willie Streeter Gardens.
    - Goal - Famers Market - Add three food trucks to the Saturday Farmers Market.
  - Benjamin Banneker Community Center - Offers year-round programs and services for citizens of all ages.
    - Goal - Increase the summer food program from 80 to 90.
    - Goal - Increase teen participants in after school and summer programs from 15 to 30.
- **Sports Division**
  - Aquatics - Facilitates recreational swimming and formal swim lessons Memorial Day through Labor Day.
    - Goal - Provided recreational swimming to 55,000 patrons at Bryan Pool and 21,000 at Mills Pool.
  - Frank Southern Center - Provides recreational and organized ice skating from October through mid-March.
    - Goal - Provide ice skating lessons to over 600 participants.
  - Golf Services - Facilitates affordable golf play and programs at Cascades Golf Course.
    - Goal - Increase the number of rounds from 23, 000 to 24,500.
  - Twin Lakes Restoration Center - Operates a 100,000 square foot indoor sports, fitness and recreation facility.
    - Goal - Increase membership from 1,100 to 1,780 members while remaining competitive in local fitness market.
  - Adult Sports - Facilitates leagues and programs at Twin Lakes Sports Complex and Lower Cascades Ballfields.
    - Goal - Host tournaments and competitions that have a $2 million economic impact in the community.
  - Youth Sports Services - Facilitates operations at Winslow Sports Complex, Olcott Park and Bryan Park.
    - Goal - Serve over 2,200 youth in the community with locations for soccer, lacrosse practices, and baseball and girls softball.

- **Operations Division**
  - Natural Resources - To protect natural areas and provide outdoor recreational and educational opportunities.
    - Goal - Plant 2,000 native plants at Miller-Showers to improve habitat and curb appeal.
  - Operations Services - Maintains property, equipment and facilities in 34 public parks and related public facilities and trails.
    - Goal - Maintain 2,343.5 acres of property.
    - Goal - Serve on the Downtown Safety, Civility and Justice Task Force.
  - Landscaping - Provides landscape planting and maintenance services for public throughout Bloomington.
    - Goal - Remove 25% of invasive plant species and replaces with native plants.
  - Cemeteries - Administers and maintains Rose Hill and White Oak Cemeteries.
    - Goal - Rehab 30 of the original headstones out of 15,000 at both cemeteries
  - Urban Forestry – Provides quality urban forest expertise for public property.
    - Goal - plant 625 trees public property, prune 450 publicly owned trees and remove 500 hazardous trees.

Summary

Ms. McDevitt stated the overall summary of the general fund budget represents a 0.29% increase. A 1.11 decrease in Category 1 is due to lower salaries of four new hires, a full time position not being filled, overtime reduction and unemployment compensation eliminated. Category 2 decreased by 2.2% in agricultural supplies and other repairs and maintenance. Category 3 increased by 5.32% due to an increase in instruction and travel for continued education and training of staff. An increase in postage and printing related to providing 40,000 program guides three times per year. Bank charges increased due to higher credit card use by customers. There is an increase in building repairs as well as in dues and subscriptions. An increase in other services and charges is due to the use of promotional videos, new signage, invasive plant control and the removal of hazardous trees. Due to the renewal of a Parks Bond, there is no allocation for capital in the 2017 budget. The Parks Bond project list has a number of capital improvement projects. 2018 budget will contain Category 4 equipment and motor equipment requests. The Parks and Recreation Department is requesting $7,044,994, and increase of $20,062 or 0.29%.

	2015 Actual Amount	2016 Adopted Budget	2017 Council	+/- $	+/- %
Fund: 200 - Parks and Recreation General					
18 - Parks & Recreation					
Total: Personnel Services	$4,456,628	$4,789,625	$4,736,606	($53,018)	-1.11%
Total: Supplies	$507,130	$609,333	$595,958	($13,375)	-2.20%
Total: Other Services and Charges	$1,421,113	$1,625,974	$1,712,430	$86,456	5.32%
Total: 18 - Parks & Recreation	$6,384,871	$7,024,932	$7,044,994	$20,063	0.29%

Ms. McDevitt thanked the staff for their hard work on the 2017 budget.

Board inquired what the pro forma requirements where from central administration in terms of budget?

Ms. McDevitt stated it was to follow a zero base budgeting and request only what is needed.

Mr. Hoffman made a motion to approve the 2017 Parks General Fund Budget Request. Ms. Mills seconded the motion. Motion was unanimously carried.

C-7 Review/Approval of 2017 Parks Non-Reverting Fund Budget Request

Ms. Paula McDevitt, Acting Director presented the 2017 Non-Reverting Budget. The Non-Reverting fund is the non-appropriated fund and only requires the Board's approval.

Overview

- NR fund established as an "enterprise fund"
- Allows staff flexibility to meet customer interests
- Reduces reliance on the GF tax base
- Developed with "zero-based" budget model
- Incorporated input from staff specialists, supervisors, managers & division directors

Category 1 – Personnel increase of 7.59 %

Increase in regular full-time wages – two upgraded positions with salary increases being funded 50% in NR including cost of living increases and benefits. Overtime increased to provide mobile stage transport and set up for events.

Category 2 – Supplies decrease of 1.69%

Line 211 – Office Supplies decrease
Line 233 – Institutional Supplies decrease
Line 234 – Other Repair and Maintenance decrease
Line 243 – Uniforms and Tools decrease

Category 3 – Other Services and Charges increase of 1.08%

Line 373 – Machinery and Equipment Rentals (rental of bounce houses, port-a-lets, sound and stage equipment and tent and stage rental)
Line 381 – Principal (Twin Lakes Recreation Center principle payment)
Line 399 – Other Services and Charges (purchase of Rec-Trac 3.1 software upgrade, FSC special events, Lake Monroe Sailing Associations partner participations, Kid City Field trips, operations vehicle accident insurance claims, urban forest wood waste program items)

The Park and Recreation Department is requesting $2,045,691 and increase of $40,011 or 1.99%.

Projected Revenue	$2,191,207
Projected Expenses	($2,045,691)*
Anticipated Surplus	$13,636

*Twin Lakes Recreation Center bond payment reflected I expenses.

Ms. McDevitt stated beginning January 1, 2016 the Non-Reverting account was $2,051,605 as of August 15, 2016 the account balance is $2,190,358 with all of the Twin Lakes Recreation Center's bond payment made.

The Board inquired the total yearly payments for the Twin Lakes Recreation Center bond?

Ms. McDevitt stated the principle total is $315,000 and the interest total is $223,635 giving a yearly total of $538,635.00.

The Board stated even though there is a substantial balance in the Non-Reverting Fund it is essential that it be preserved given our commitment to insure taxpayers' money not be put at risk to pay for the Twin Lakes Recreation Center and to maintain a rainy day fund. This account allows the BPRD to continue to provide quality services and programs.

The Board thanked Ms. McDevitt and the staff for the time and effort put forth to create the 2017 budget.

Mr. Hoffman made a motion to approve the 2017 Parks Non-Reverting Fund Budget Request. Ms. Mills seconded the motion. Motion was unanimously carried.

REPORTS

D-1. Operations Division None

D-2. Recreation Division None

D-3. Sports Division None

D-4. Administration Division – None

ADJOURNMENT
Meeting adjourned at 5:25 p.m.

Respectfully Submitted,

Kim Clapp,
Secretary Board of Park Commissioners

CITY OF BLOOMINGTON

Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2016-00012259 Posted	BA	GL	09/02/2016	ASAUSA Class A 18u NST			

G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount
09/02/2016	201-18-187001-53990	Other Services and Charges	ASAUSA Class A 18u NST		9,000.00	
			Number of Entries: 1		$9,000.00	$0.00

Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2016-00012863	BA	GL	09/16/2016	Budget Adjustment			

G/L Date	G/L Account Number	Account Description	Description	Source	Debit Amount	Credit Amount
09/16/2016	201-18-186500-51220	PERF	Budget Adjustment		50.00	.00
09/16/2016	201-18-186500-52420	Other Supplies	Budget Adjustment		2,500.00	.00
09/16/2016	201-18-186500-53210	Telephone	Budget Adjustment		300.00	.00
09/16/2016	201-18-186500-53830	Bank Charges	Budget Adjustment		1,000.00	.00
09/16/2016	201-18-186500-53990	Other Services and Charges	Budget Adjustment		3,500.00	.00
09/16/2016	201-18-186502-53990	Other Services and Charges	Budget Adjustment		6,000.00	.00
09/16/2016	201-18-186503-51130	Salaries and Wages- Overtime	Budget Adjustment		377.00	.00
09/16/2016	201-18-186503-53210	Telephone	Budget Adjustment		300.00	.00
09/16/2016	201-18-186503-53230	Travel	Budget Adjustment		81.00	.00
09/16/2016	201-18-186503-53240	Freight / Other	Budget Adjustment		234.00	.00
09/16/2016	201-18-186507-53990	Other Services and Charges	Budget Adjustment		1,581.00	.00
09/16/2016	201-18-184502-52420	Other Supplies	Budget Adjustment		570.00	.00
09/16/2016	201-18-184502-53990	Other Services and Charges	Budget Adjustment		2,541.00	.00
09/16/2016	201-18-184500-52420	Other Supplies	Budget Adjustment		1,400.00	.00
09/16/2016	201-18-184500-53510	Electrical Services	Budget Adjustment		2,000.00	.00
09/16/2016	201-18-184500-53530	Water and Sewer	Budget Adjustment		450.00	.00
09/16/2016	201-18-184500-53540	Natural Gas	Budget Adjustment		750.00	.00
09/16/2016	201-18-184500-53830	Bank Charges	Budget Adjustment		600.00	.00
09/16/2016	201-18-184500-53990	Other Services and Charges	Budget Adjustment		21,000.00	.00
09/16/2016	201-18-184501-52420	Other Supplies	Budget Adjustment		5,500.00	.00
09/16/2016	201-18-184501-53210	Telephone	Budget Adjustment		150.00	.00
09/16/2016	201-18-184501-53830	Bank Charges	Budget Adjustment		1,500.00	.00
09/16/2016	201-18-184501-53910	Dues and Subscriptions	Budget Adjustment		15.00	.00
09/16/2016	201-18-184501-53990	Other Services and Charges	Budget Adjustment		5,000.00	.00
09/16/2016	201-18-187503-51120	Salaries and Wages - Temporary	Budget Adjustment		8,000.00	.00
09/16/2016	201-18-187503-51210	FICA	Budget Adjustment		800.00	.00
09/16/2016	201-18-187503-52420	Other Supplies	Budget Adjustment		1,200.00	.00
09/16/2016	201-18-187503-53830	Bank Charges	Budget Adjustment		280.00	.00
09/16/2016	201-18-187503-53990	Other Services and Charges	Budget Adjustment		1,000.00	.00
09/16/2016	201-18-187504-52420	Other Supplies	Budget Adjustment		82.00	.00
09/16/2016	201-18-187504-52430	Uniforms and Tools	Budget Adjustment		1,500.00	.00
09/16/2016	201-18-187504-53990	Other Services and Charges	Budget Adjustment		5,960.00	.00
09/16/2016	201-18-187504-53940	Temporary Contractual Employee	Budget Adjustment		1,020.00	.00
				Number of Entries: 33	$77,241.00	$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	**2015**	**2015**	**2015**	**2015**	**2016**	**2016**	**2016**	
August 2016	**Total**	**Actual**	**Expenses**	**% of Expenses**	**Total**	**Expenses**	**% of Expenses**	
	Expense	**Expenses**	**as of**	**Spent**	**Expense**	**as of**	**Spent**	**%**
	Budget	**for Year**	**August**	**to date**	**Budget**	**August**	**to date**	**change**
General Fund								
Administration	654,346	646,511	505,361	78.17%	648,362	580,358	77.94%	**14.84%**
Health & Wellness	81,604	81,235	53,064	0.00%	102,982	48,480	51.53%	**-8.64%**
Community Relations	366,807	341,330	232,718	68.18%	398,972	227,030	58.33%	**-2.44%**
Aquatics	341,575	313,483	251,951	80.37%	336,870	246,444	73.16%	**-2.19%**
Frank Southern Center	292,837	317,453	167,911	52.89%	346,391	175,494	50.66%	**4.52%**
Rhino's After School	22,110	22,103	20,064	90.78%	0	227	0.00%	**-98.87%**
Golf Services	1,003,235	897,237	706,738	78.77%	936,904	630,588	67.31%	**-10.77%**
Natural Resources	274,357	287,281	196,272	68.32%	354,730	207,285	58.43%	**5.61%**
Youth Programs	42,876	39,937	22,863	57.25%	38,520	33,794	87.73%	**47.81%**
TLRC	326,521	325,413	233,668	71.81%	336,170	193,066	57.43%	**-17.38%**
BACC	2,277	2,274	1,595	70.12%	0	76	0.00%	**-95.25%**
Community Events	355,766	337,968	231,068	68.37%	355,578	220,265	61.95%	**-4.68%**
Adult Sports	285,512	261,633	201,239	76.92%	297,187	180,330	60.68%	**-10.39%**
Youth Sports	276,135	238,988	175,936	73.62%	282,128	170,301	60.36%	**-3.20%**
BBCC	244,809	240,262	183,055	76.19%	277,467	200,964	72.43%	**9.78%**
Inclusive Recreation	93,776	86,427	66,688	77.16%	94,372	50,727	53.75%	**-23.93%**
Operations	1,481,753	1,308,502	908,774	69.45%	1,397,965	914,404	65.41%	**0.62%**
Landscaping	238,789	203,143	136,876	67.38%	279,879	155,638	55.61%	**13.71%**
Cemeteries	163,394	143,681	99,187	69.03%	181,065	107,791	59.53%	**8.67%**
Urban Forestry	261,016	290,010	201,194	69.37%	359,388	220,919	61.47%	**9.80%**
General Fund total:	***6,809,495***	***6,384,871***	***4,596,223***	71.99%	***7,024,932***	***4,564,179***	64.97%	**-0.70%**
Non-Reverting Fund								
Administration	28,000	63,960	63,892	99.89%	24,500	7,124	29.08%	**-88.85%**
Health & Wellness	2,290	1,847	941	50.96%	2,596	706	27.19%	**-24.99%**
Community Relations	0	0	0	0.00%	0	82	0.00%	**0.00%**
Aquatics	82,654	56,651	52,880	93.34%	74,491	60,381	81.06%	**14.19%**
Frank Southern Center	85,794	151,228	38,944	25.75%	63,230	37,180	58.80%	**-4.53%**
Golf Services	135,689	110,983	97,722	88.05%	125,465	98,340	78.38%	**0.63%**
Natural Resources	13,422	16,491	15,450	93.69%	15,992	19,332	120.88%	**25.13%**
Youth Programs	135,741	152,365	117,340	77.01%	151,153	119,033	78.75%	**1.44%**
*TLRC - day to day	433,657	409,901	288,952	70.49%	419,054	283,010	67.54%	**-2.06%**
Community Events	169,584	156,391	118,760	75.94%	180,489	111,500	61.78%	**-6.11%**
Adult Sports	221,830	202,283	145,269	71.81%	282,621	176,398	62.41%	**21.43%**
Youth Sports	26,311	17,764	14,679	82.63%	18,356	11,387	62.03%	**-22.42%**
BBCC	12,973	32,434	22,547	69.52%	21,963	39,621	180.40%	**75.73%**
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	**0.00%**
Operations	21,869	8,704	8,370	96.16%	28,000	1,291	4.61%	**100.00%**
Dog Park	0	0	0	0.00%	0	0	0.00%	**0.00%**
Switchyard	11,500	10,670	5,536	51.89%	14,800	7,014	47.39%	**0.00%**
Landscaping (CCC Prop.)		0	0	0.00%	0	0	0.00%	**0.00%**
Cemeteries		0	0	0.00%	0	0	0.00%	**0.00%**
Urban Forestry	0	5,292	1,368	25.85%	2,800	8,308	296.70%	**0.00%**
N-R Fund subtotal:	***1,381,314***	***1,396,964***	***992,650***	71.06%	***1,425,511***	***980,707***	68.80%	**-1.20%**
TLRC - bond	543,560	543,560	543,560	100.00%	539,104	539,104	100.00%	**0.00%**
N-R Fund total:	***1,924,874***	***1,940,524***	***1,536,210***	79.16%	***1,964,615***	***1,519,811***	77.36%	**-1.07%**
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	57,322	45,660	24,711		29,950	22,103		
G14004 Tree Planting		12,500				0		
G14006 Out-of School Prg.		12,961	6,371			62		
G15008 Summer Food Prg.		12,601	12,601		11,115	13,734		
G15009 Nature Days S/Star		4,340	2,962			0		
Griffy Lake Nature Day				0.00%	0	2,876	0.00%	**0.00%**
Wapehani I-69 Mitigation				0.00%	0	4,786	0.00%	**0.00%**
Leonard Springs Nature		524		0.00%	0	4,514	0.00%	**0.00%**
Banneker Nature Day						3,934		
DNR Grant				0.00%	0		0.00%	**0.00%**
Other Misc Funds total:	***57,322***	***88,586***	***46,645***	52.66%	***41,065***	***52,009***	126.65%	**0.00%**
TOTAL ALL FUNDS	**8,791,691**	**8,413,981**	**6,179,079**	**73.44%**	**9,030,612**	**6,135,998**	67.95%	**-0.70%**
*NR BACC/Project School has been combined with TLRC								

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 2016								
	2015	2015	2015	2015	2016	2016	2016	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	August	to date	for year	August	to date	**change**
General Fund								
Taxes/Misc Revenue	5,687,747	5,679,137	5,687,747	100.15%	5,690,177	5,820,314	102.29%	**2.33%**
Administration	1,000	3,034	2,810	92.62%	1,000	831	83.15%	**-70.41%**
Community Relations	0	0	0	0.00%	0	0	0.00%	**0.00%**
Aquatics	145,000	151,859	135,126	88.98%	142,000	166,213	117.05%	**23.01%**
Frank Southern	188,000	197,897	108,006	54.58%	188,000	125,410	66.71%	**16.11%**
Golf Services	569,000	566,931	417,056	73.56%	561,000	407,102	72.57%	**-2.39%**
Natural Resources	0	44	0	0.00%	0	0	0.00%	**0.00%**
Youth Services		56	1,017	1816.46%	0	-237	0.00%	**0.00%**
Community Events	9,075	9,520	9,090	95.48%	10,125	11,030	108.94%	**21.34%**
Adult Sports	87,000	80,124	80,124	100.00%	79,000	72,075	91.23%	**-10.05%**
Youth Sports	49,000	32,413	26,136	80.63%	40,000	22,550	56.37%	**0.00%**
BBCC	9,000	14,591	8,176	56.04%	10,000	9,388	93.88%	**14.82%**
Operations	0	0	0	0.00%	0	926	0.00%	**0.00%**
Landscaping	0	980	980	100.00%	0	0	0.00%	**0.00%**
Cemeteries	22,800	32,870	18,670	56.80%	27,300	25,525	93.50%	**36.72%**
Urban Forestry		0	0	0.00%	0	0	0.00%	**0.00%**
Subtotal Program Rev	***1,079,875***	***1,090,318***	***807,191***	***74.03%***	***1,058,425***	***840,814***	***79.44%***	***4.17%***
General Fund Total	***6,767,622***	***6,769,455***	***6,494,938***	***95.94%***	***6,748,602***	***6,661,128***	***98.70%***	***2.56%***
Non-Reverting Fund								
Administration	41,550	69,475	54,312	78.17%	41,550	26,888	64.71%	**-50.49%**
Health & Wellness	3,550	2,682	2,013	75.03%	3,550	1,105	31.13%	**-45.09%**
Community Relations	2,000	2,300	1,300	56.52%	2,000	1,000	50.00%	**0.00%**
Aquatics	107,601	122,345	115,523	94.42%	117,000	117,861	100.74%	**2.02%**
Frank Southern	99,500	145,812	37,371	25.63%	129,000	40,552	31.44%	**8.51%**
Rhino's After School		0	0	0.00%	0	0	0.00%	**0.00%**
Golf Services	168,000	142,385	105,301	73.95%	153,000	103,908	67.91%	**-1.32%**
Natural Resources	45,500	67,017	52,988	79.07%	59,200	66,600	112.50%	**25.69%**
Youth Programs	163,300	191,445	156,516	81.76%	158,400	191,900	121.15%	**22.61%**
*TLRC -Operational	922,638	769,206	510,778	66.40%	770,229	491,988	63.88%	**-3.68%**
Community Events	155,130	206,325	166,113	80.51%	171,656	145,269	84.63%	**-12.55%**
Adult Sports	248,500	209,727	185,249	88.33%	281,000	241,627	85.99%	**30.43%**
Youth Sports	27,250	28,071	27,133	96.66%	26,800	22,695	84.68%	**-16.36%**
BBCC	84,680	46,421	30,929	66.63%	27,620	30,672	111.05%	**-0.83%**
Operations	33,000	35,183	30,684	87.21%	30,700	115,225	375.33%	**275.52%**
Dog Park	0	800	800	100.00%	400	0	0.00%	**-100.00%**
Switchyard (CCC Propt)	78,000	78,983	54,233	68.66%	82,800	49,586	59.89%	**-8.57%**
Landscaping	0	0	0	0.00%	0	0	0.00%	**0.00%**
Cemeteries		0	0	0.00%	0	0	0.00%	**0.00%**
Urban Forestery		8,920	6,059	67.92%	8,900	6,271	70.46%	**3.51%**
N-R Fund subtotal:	***2,180,199***	***2,127,097***	***1,537,301***	***72.27%***	***2,063,805***	***1,653,146***	***80.10%***	***7.54%***
Other Misc Funds								
G14006 Out-of-School Prg		5,000	5,000					
G14007 MCCSC 21st Com		29,241	18,317		60,000	15,873		
G14009 Summer Food Grant		14,871	14,871		13,744	16,145		
G14004 Tree Planting		12,500	0					
Kaboom Play Everywhere			0			500		
Urban Forestry EAB			12,500					
Wapehani Mitigation I69						4,786		
G15008 Leonard Spring		15,000						
G15009 Nature Days		4,340	4,340			4,484		
(902) Rose Hill Trust		146	94			118		
Banneker Nature Days						4,340		
Other Misc Funds total:	***0***	***81,098***	***55,122***		***73,744***	***46,247***		
TOTAL ALL FUNDS	**8,947,821**	**8,977,651**	**8,087,362**	**90.08%**	**8,886,151**	**8,360,521**	**94.08%**	**3.38%**
*BACC/Project School has been combined with TLRC								

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning Balance 1/1/2016	Revenue as of 9/12/2016	Other Misc. revenue	Expenses as of 9/12/2016	Expenses from RESERVE *	Current Year ONLY Revenue Expense Over/Under	Accumulated Balance
						see explanation below*	(does not include expenses taken from RESERVE)	AMOUNT EACH AREA HAS IN THE NR FUND
181000	Administration	134,780.39	26,902.40		7,160.79		**19,741.61**	154,522.00
181001	Health & Wellness	4,829.42	1,105.10		705.84		**399.26**	5,228.68
181100	Community Relations	31,378.89	1,000.00		82.00		**918.00**	32,296.89
182001	Aquatics	255,818.81	117,937.77		61,143.52		**56,794.25**	312,613.06
182500	Frank Southern Center	71,569.39	40,718.73		38,279.85		**2,438.88**	74,008.27
183500	Golf Course	97,378.71	104,862.16		99,015.82		**5,846.34**	103,225.05
184000	Natural Resources	144,386.08	66,729.93		19,701.55		**47,028.38**	191,414.46
184500	Allison Jukebox	114,115.65	191,899.51		119,197.79		**72,701.72**	186,817.37
*185000	TLRC	34,721.22	439,386.95		827,310.62		**(387,923.67)**	(353,202.45)
**185009	TLRC Reserve	384,705.40	58,750.00		0.00		**58,750.00**	443,455.40
186500	Community Events	396,484.34	143,753.77		115,829.79		**27,923.98**	424,408.32
187001	Adult Sports	82,810.59	240,910.10		181,510.81		**59,399.29**	142,209.88
187202	Youth Sports	87,933.77	22,694.53		11,628.30		**11,066.23**	99,000.00
187209	Skate Park	543.88	0.00		0.00		**0.00**	543.88
187500	Benjamin Banneker Comm Center	36,821.47	30,720.53		41,390.31		**(10,669.78)**	26,151.69
189000	Operations	21,405.47	115,312.34		1,650.57		**113,661.77**	135,067.24
189005	Dog Park	5,993.79	0.00		0.00		**0.00**	5,993.79
189006	Switchyard Property	125,945.62	49,986.00		7,013.89		**42,972.11**	168,917.73
189500	Landscaping	12,704.36	0.00		0.00		**0.00**	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		**0.00**	1,497.00
189503	Urban Forestry	5,680.91	6,271.05		8,307.59		**(2,036.54)**	3,644.37
10002.01	Change Fund	(100.00)					**0.00**	(100.00)
201-24105	Deposits	200.00					**0.00**	200.00
	TOTALS	**2,051,605.16**	**1,658,940.87**	**0.00**	**1,539,929.04**	**0.00**	**119,011.83**	**2,170,616.99**
								119,011.83
								ACTUAL INCREASE/DECREASE FOR CURRENT FISCAL YEAR

*combined TLRC Fitness 5002 with all other TLRC programs

**Project School Revenue moved to TLRC Reserve

**$9,600 for BBC wall design fees - 2016 expense

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 9/16/2016

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: September 20, 2016
SUBJECT: **Partnership Agreement with WonderLab and the Monroe County Fairgrounds for the Bloomington Pumpkin Launch**

Background

Staff recommends the approval of the 2016 Partnership Agreement for the Bloomington Pumpkin Launch between Bloomington Parks and Recreation, WonderLab, and the Monroe County Fairgrounds.
This is the eleventh year for the event. This is the sixth year for the partnership with WonderLab and the fourth year for the partnership with the Fairgrounds.

Recommendation

At this year's event, WonderLab will again coordinate children's activities during the event and the Monroe County Fairgrounds will be the site host while Bloomington Parks and Recreation will coordinate all of the logistics of the event. We are excited to work with these organizations on a partnership level to bring a fun and exciting event to the Bloomington community.

Highlights include:

- The event will be held on Saturday, October 29th at the Monroe County Fairgrounds. The gates open and activities will start at 11am and the launching will start at noon.
- The event will include pumpkin launching competitions in distance and accuracy, a children's area including pumpkin and science related activities and an inflatable obstacle course, live musical entertainment, and food vendors.

RESPECTFULLY SUBMITTED,

Bill Ream

Bill Ream, Community Events Coordinator

CITY OF BLOOMINGTON
parks and recreation

COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP

Partner(s):
This Agreement is made and entered into this _____ day of _____, 2016, by and between the Bloomington Parks and Recreation Department ("BPRD"), and Monroe County Fairgrounds ("the Fairgrounds"), and WonderLab.

WHEREAS, there is a need for a unique fall event in Bloomington; and,

WHEREAS, the BPRD, the Fairgrounds and WonderLab desire to cooperate in the provision of a community event called the Bloomington Pumpkin Launch for the general public; and,

WHEREAS, the Fairgrounds and WonderLab are qualified to perform such services; and,

WHEREAS, the BPRD is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and,

WHEREAS, services provided by each partner will reflect on the others in the Partnership Agreement requiring clear communication and outline of expectations.

NOW THEREFORE, the partners do mutually agree as follows:

1. **Purpose of Agreement:**

   The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to celebrate autumn by combining available resources from each partner to the Agreement.

2. **Duration of Agreement:**

   This Agreement commences on September 27, 2016 and expires on December 31, 2016 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday October 29th, from 11:00am-4:00 pm, is designed to create a fun way to provide an afternoon of fall activities for community members.

BPRD agrees to:

3.1. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.

3.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.

3.3. Promote the Bloomington Pumpkin Launch at other major family-friendly BPRD events prior to the event.

3.4. Share all marketing/promotional material with the Fairgrounds and WonderLab prior to advertising.

3.5. Coordinate all pumpkin launching competitions and the distribution of any awards associated with these competitions

3.6. Coordinate logistics with partners for entire event

3.7. Coordinate the set-up and tear-down of the event

3.8. Coordinate registration of pumpkin launchers

3.9. Coordinate collection of visitor entry fees

3.10. Coordinate live musical entertainment

3.11. Coordinate food vendors for the event

3.12. Provide paid staff for joint program efforts at the event

3.13. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the Fairgrounds, WonderLab, and BPRD and additional full-time/part-time staff necessary for the event.

3.14. Assist with providing volunteers

3.15. Coordinate acknowledgement and thank you for sponsors

4. Monroe County Fairgrounds

The goals of the Fairgrounds are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday October 29th, from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

The Fairgrounds agrees to:

4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention

4.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters

4.3. Include information about event on their website and any other appropriate areas such as signs

4.4. Provide the site for event

4.5. Mow all grassy areas being used for the event and for parking no more than 1 week prior to the event

4.6. Assist with logistics and layout of the site including electrical needs, moving of equipment /vehicles and anything else in the event area, unlocking of gates, etc as necessary prior to event

4.7. Provide the following items for event: banquet tables and chairs, picnic tables, trash cans with liners, straw bales (if possible), and barricades to block interior roads

4.8. Provide staff to assist with set-up and tear-down of event and building coverage

5. WonderLab

The goals of WonderLab are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday October 29th, from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

WonderLab agrees to:

5.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention

5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters

5.3. Create, provide, and coordinate fun and educational children's activities including obtaining all necessary supplies

5.4. Assist in contacting the community schools and teachers to generate interest in launch competition participants as well as event spectators

5.5. Recruit volunteers to assist with children's activities on the day of the event

5.6. Assist with set up and tear down of event

6. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, the Fairgrounds, and WonderLab for the Bloomington Pumpkin Launch.

BPRD, the Fairgrounds and WonderLab agree to:

6.1. Share all marketing/promotional material between all partners involved

6.2. Coordinate safety management and regulate visitor flow at event

6.3. Split the event profit equally between all 3 partners. Event profit will be the revenue generated from entrance fees minus direct expenses for the event.

6.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction

6.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners

6.6. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility and shall apply to all participants in and visitors to the Bloomington Pumpkin Launch even though the program does not occur on City property. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

7. Insurance

The Monroe County Fairgrounds, WonderLab and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance of $1,000,000 per occurrence and $2,000,000 in the aggregate.

8. Notice and Agreement Representatives:

8.1. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to those contacts as follows:

Bloomington Parks and Recreation
Becky Higgins, Community Event Manager
P.O. Box 848
Bloomington, IN 47402
(812) 349-3715

The Monroe County Fairgrounds
Tony Scherschel, Fair Board President
5700 W. Airport Rd.
Bloomington, IN 47403
(812) 876-6754

WonderLab
Catherine Olmer, Executive Director
308 W. 4th Street
Bloomington, IN 47404
(812) 337-1337

8.2. Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

Bloomington Parks and Recreation
Bill Ream, Community Events Coordinator
(812) 349-3748

Monroe County Fairgrounds
Bobby Davis, Facilities Manager
(812) 825-7439

WonderLab
Staci Radford-Vincent, Program & Outreach Manager
812-337-1337

9. Termination:

9.1. Termination by mutual agreement: The partners may terminate this Agreement prior to October 29, 2016 by mutual written agreement only.

9.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

10. Indemnity

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

MONROE COUNTY FAIRGROUNDS

_____
Tony Scherschel

WONDERLAB

_____
Catherine Olmer

CITY OF BLOOMINGTON

_____
Paula McDevitt, Acting Director

_____
Leslie J Coyne
President, Board of Park Commissioners

_____
Philippa M. Guthrie, General Counsel

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 9/16/2016

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: **September 20, 2016**
SUBJECT: **REVIEW/APPROVAL OF REQUEST TO PLANT A FIVE ACRE PRAIRIE AT THE NORTH END OF THE GOAT FARM**

Recommendation

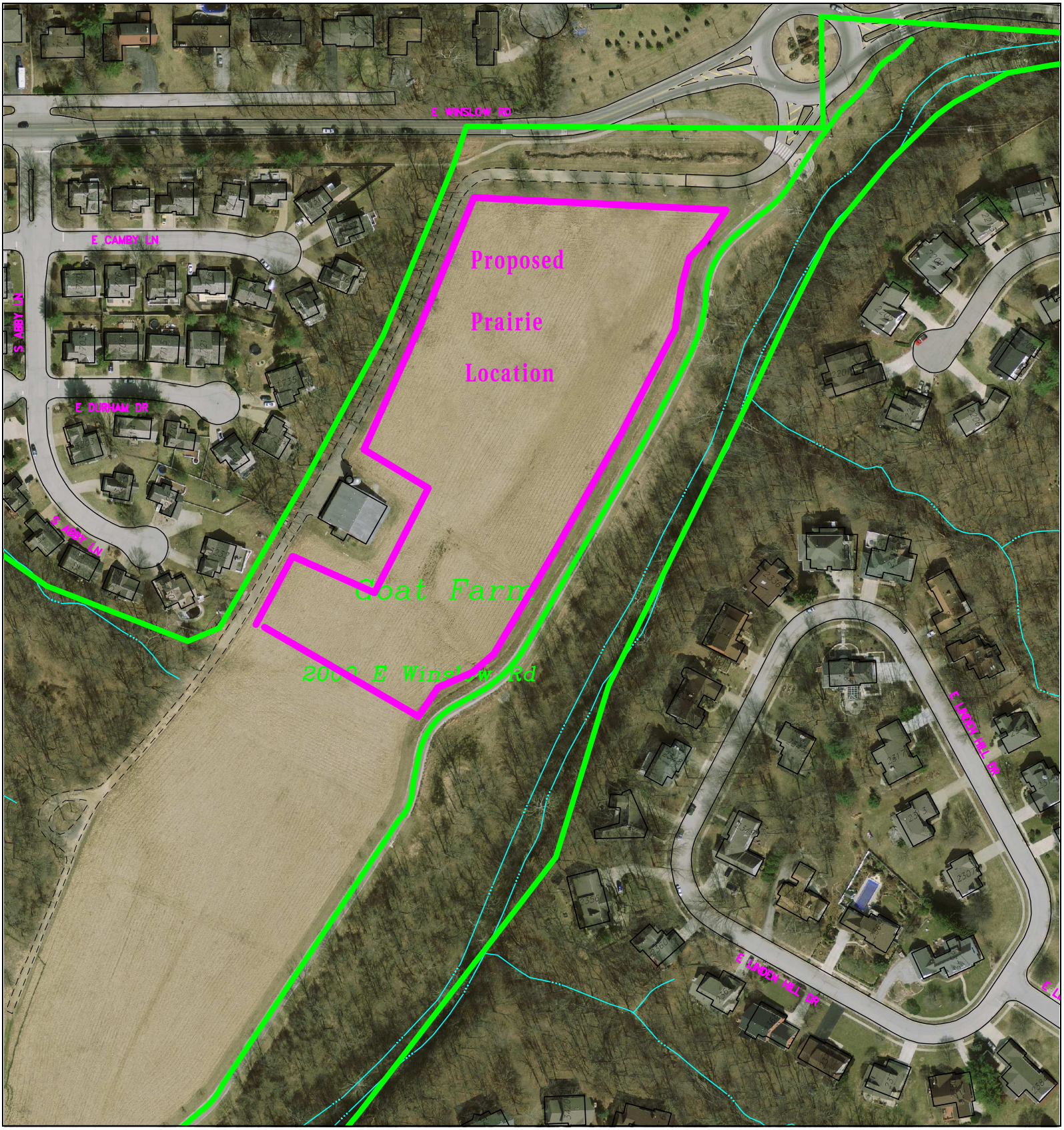
Staff recommends approval of this request.

Background

The Department received a request from the Bloomington Environmental Commission to consider adding a native prairie planting at the Goat Farm. Native plantings have already been installed at several parks including Bryan Park, RCA Park, Griffy Lake Nature Preserve, Miller-Showers Park and Ferguson Dog Park. These native plantings improve water quality, stabilize soil, sequester carbon, and provide important habitat for pollinator species. These projects also make visiting parks more interesting due to diversity of plant species, and the variety of birds, insects and other wildlife that are drawn to the colorful native plants. We believe partial funding for this proposed prairie could be secured through the US Fish and Wildlife Partners for Fish and Wildlife program. Staff believes a prairie would greatly enhance the ecological value of the park and would, over time, result in decreased maintenance costs for the site.

RESPECTFULLY SUBMITTED,

Steve Cotter
Natural Resources Manager


E WINSLOW RD
E CAMBY LN
S ABBY LN
E DURHAM DR
S ABBY LN
Proposed
Prairie
Location
Coat Farm
2000 E Winslow Rd
E LINDEN HILL DR
E LINDEN HILL DR

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 9/16/2016

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins, Natural Resources Coordinator
DATE: September 20, 2016
SUBJECT: **REVIEW/APPROVAL OF SUMMER STAR MEMORANDUM OF AGREEMENT – GRIFFY LAKE NATURE DAY**

Recommendation

Staff recommends that the Board of Park Commissioners approve the agreement with the Summer Star Foundation to fund the Griffy Lake Nature Day program for the 2016-2017 school year.

Background

Griffy Lake Nature Day, currently in its ninth year, is an experiential environmental education program for fourth grade students. The program incorporates hands on activities, state education standards, and guided exploration in the natural environment at Griffy Lake Nature Preserve to facilitate learning and foster stewardship. Over the course of nine program days throughout the school year, all Monroe County Community School Corporation fourth grade students have the opportunity to attend this program. The program has been funded by the Summer Star Foundation since its beginning. The grant covers the cost of supply purchases for activities, bus transportation for students, and a portion of Bloomington Parks and Recreation staff costs.

We look forward to continuing our relationship with the Summer Star Foundation and providing this outdoor experience to our local youth for years to come.

RESPECTFULLY SUBMITTED,

_____
Elizabeth Tompkins, Natural Resources Coordinator

City of Bloomington Park and Recreation Department
P.O. Box 848, Bloomington, Indiana 47402 (812) 349-3700 FAX (812) 349-3705

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2016, by and between the City of Bloomington Parks and Recreation Department (hereinafter, "BPRD"), and Summer Star Foundation for Nature, Art and Humanity Inc. (hereinafter, "Summer Star Foundation").

1. Purpose of Agreement:

Both parties recognize that the need exists to provide wholesome and constructive educational and recreational activities for children in Bloomington, Indiana that will effectively contribute to the mental, physical, social and educational enrichment of children. This Agreement is for the purpose of providing school year environmental educational programming to fourth graders in the Monroe County Public Schools (the "Nature Day Project").

2. Duration of Agreement:

This Agreement commences on September 1, 2016 and expires on September 30, 2017, unless terminated earlier as provided under Article 11 or renewed as provided under Article 12.

3. Bloomington Parks & Recreation Department:

BPRD is a municipal organization dedicated to providing essential services, facilities and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources. One goal of BPRD is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest, and respect for the environment and natural spaces. This Agreement pertains to Environmental Education Nature Days at Leonard Springs and Griffy Lake parks.

4. Summer Star Foundation:

Summer Star Foundation is a non-profit based in Greater Boston that helps in establishing educational programs to enrich children's lives through arts and nature programs and in assisting such programs as are already in existence.

5. Fourth Grade Environmental Education Nature Day Project

Summer Star Foundation agrees to contribute up to a maximum of $5,000 to BPRD's costs relating to the Fourth Grade Environmental Education Nature Day Project (the

"Nature Day Project") for the 2016/2017 school year. The Nature Day Project was modeled on the sixth grade Monroe County Community School Corporation Leonard Springs Nature Day Project, which provides all sixth grade students with a day spent in hands-on environmental education at Leonard Springs Park. The Summer Star Foundation contribution shall be used to permit fourth grade students in the Monroe County Community School Corporation to participate in this project during the 2016/2017 school year, with preference to be given to students in schools within the City of Bloomington.

The Summer Star Foundation contribution shall be used for the following expenses relating to the Nature Day Project: personnel, curriculum development, logistical coordination, transportation, supplies, and program materials.

In connection with the administration of the Nature Day Project, the BPRD agrees as follows:

a. BPRD shall oversee the design and implementation of the Nature Day Project. The exact location and station topics will be determined during the planning phase. Teacher contacts will begin as soon as possible to ensure adequate preparation for teachers and student participants.

a. Nature Day activities will include environmental education based stations that incorporate local natural resources into the 4th grade curricula.

b. BPRD shall perform student assessments, teacher and facilitator evaluations, and take photographs during program component.

c. BPRD shall provide Summer Star Foundation with a planning report within fourteen (14) days from the beginning of the 2016/2017 school year. Such planning report shall identify any changes to the Nature Day Project curriculum from prior years, schools that will participate in the Nature Day Project and a budget of expenses.

d. At the conclusion of the 2016/2017 school year, but no later than June 30, 2017, BPRD shall submit a written evaluation report to Summer Star Foundation, including a summary of the 2016/2017 school year's total expenditures and receipts for the Nature Day Project, an evaluation of the Nature Day Project effectiveness, and a summary of the assessments and evaluations. Summer Star Foundation shall then submit its contribution, as provided above, by July 20, 2017.

e. Should BPRD and the Monroe County Community School Corporation decide to continue and/or expand the Nature Day Project for fourth grade students following the 2016/2017 school year, BPRD shall offer to Summer Star Foundation the opportunity to provide funding before other outside private sources of funding are sought or accepted. This provision shall not be interpreted to impose any obligation on Summer Star Foundation to continue or expand its

support of the Nature Day Project beyond its stated contribution under this Agreement for the 2016/2017 school year.

6. BPRD General Administration Responsibilities.

BPRD agrees that with respect to the Nature Day Project, it shall:

a. Recognize Summer Star Foundation in promotional materials using the Summer Star Foundation logo in a manner to be approved by Summer Star Foundation, including, without limitation, on all materials relating to the Nature Day Project.

b. Use the funds received from Summer Star Foundation only for the purposes set forth in this Agreement.

c. Maintain financial, attendance, enrollment and other necessary administrative records with respect to the Nature Day Project funded under this Agreement sufficient to provide the reports to Summer Star Foundation required under this Agreement.

d. Communicate to the public and participants regarding Summer Star support of the programs.

e. Provide all other information as requested by Summer Star Foundation.

7. Summer Star Foundation Responsibilities.

a. Summer Star Foundation shall provide the funding for the Nature Day Project as set forth in this Agreement and shall also provide any relevant information to BPRD to be included in promotional materials.

8. Terms Mutually Agreed to By All Parties:

a. The intent of this Agreement is to document a mutually beneficial relationship between Summer Star Foundation and BPRD.

b. Summer Star Foundation is making the grant hereunder to BPRD in reliance on BPRD's agreement to administer the funds in accordance with the terms of this Agreement. Such monitoring shall include, without limitation, monitoring the Nature Day Project supported by this Agreement to insure compliance with the provisions of the Agreement relating to the operation of the program.

c. BPRD staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

d. The parties agree that Summer Star Foundation shall have no responsibility with respect to the operation of the programs described in this Agreement and shall

have no liability to any party relating to the operation of or any other aspect of such programs

e. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all parties.

f. The possession of, concealment and/or use of firearms is strictly prohibited in all City of Bloomington parks and facilities. Persons possessing concealed weapons permits shall store the weapon unloaded, out of sight, and have it placed in a locked vehicle.

g. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property.

h. Summer Star Foundation's obligation to make any future payments under this Agreement is conditioned on BPRD's fulfillment of its reporting obligations under this Agreement and its use of prior payments in accordance with the terms of this Agreement.

i. The parties acknowledge and agree that this Agreement may be enforced by Summer Star Foundation.

j. Each of the parties represents and warrants that it has full power and authority to enter into this Agreement and the individuals signing on behalf of such party are duly authorized to do so.

9. Notice and Agreement Representatives:

a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to those contacts as follows:

City of Bloomington Parks and Recreation Department Dave Williams Operations Division Director Phone: 812-349-3706 Fax: 812-349-3705	**Summer Star Foundation** Shalin Liu P.O. Box 138 Belmont, MA 02478 AND Barbara Freedman Wand, Esq. Day Pitney LLP One International Place Boston, MA 02110 Phone: 617.345.4628 Fax: 413.241.8019

b. Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

Bloomington Parks and Recreation Department
Elizabeth Tompkins
Natural Resources Coordinator
Phone: 812-349-3759
Fax: 812-349-3705

Summer Star Foundation
Shalin Liu
P.O. Box 138
Belmont, MA 02478

AND

Barbara Freedman Wand, Esq.
Day Pitney LLP
One International Place
Boston, MA 02110
Phone: 617.345.4628
Fax: 413.241.8019

10. Termination:

This Agreement may only be terminated prior to its stated expiration in writing by the mutual agreement of all parties. Upon such termination, all funds not used for the purposes set forth in this Agreement shall be returned to Summer Star Foundation.

11. Option for Renewal:

The parties have the option to renew this Agreement for any subsequent years by the mutual agreement of the parties and upon the same terms as provided herein or such other terms as agreed to between the parties. Such renewal must be in writing, signed by the parties and delivered to the Notice and Agreement Representatives listed in Article 9. This provision shall not be interpreted to impose any obligation on the parties to renew this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

Summer Star Foundation for Nature, Art, and Humanity, Inc.

By:

Shalin Liu, President

City of Bloomington Parks and Recreation Department

By:

Paula McDevitt, Acting Director

Leslie J. Coyne, Park Board President, Board of Park Commissioners

Philippa Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 9/16/2016

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: **John Turnbull, Sports Division Director**
DATE: **September 14, 2016**
SUBJECT: **REVIEW/APPROVAL OF CONTRACT WITH TENNIS TECHNOLOGY INC.**

Recommendation
Staff recommends the approval of the contract with Tennis Technology, INC.

Background
The tennis courts and one basketball court at Southeast Park have been newly paved by Milestone in a contract signed in June 2016. The paving quality is very good and curing time is complete.

There is an obstacle to full completion. A contract for coating and lines was approved with Harris Barriers of Indianapolis back in July 2016. However, they have not responded to two e-mails and two telephone calls as to status of signing and status of beginning work. They never signed the contract.

We did another round of quotes and found two companies in Kentucky that historically have done this work. Tennis Technology Inc. quoted $14,465 and the other firm said they have ceased doing coating and lining jobs. The Harris Barrier quote was cheaper at $11,314 but this firm has to travel from Kentucky and has assured us they will sign and schedule the work before temperatures dip below acceptable levels this fall.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
TENNIS TECHNOLOGY INC.
FOR
COLORCOAT AND STRIPE 2 TENNIS COURTS AND 1 BASKETBALL COURT

THIS AGREEMENT, executed by and between the City of Bloomington, Parks and Recreation Department through its Board of Park Commissioners (hereinafter CITY), and Tennis Technology Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR's services ("Services") for Scope of Work (more particularly described in Attachment A, "Scope of Work"; and;

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, CONTRACTOR is willing and able to provide such Services to CITY;

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq*., incorporated herein by reference.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement on or before November 30, 2016, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3.COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Fourteen Thousand Four Hundred Sixty Five and no Cents ($14,465.00).

CONTRACTOR shall submit an invoice to the CITY upon the completion of the services described in the SCOPE OF WORK. The invoice shall be sent to:

John Turnbull, Division Director Sports
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Payment will be remitted to CONTRACTOR within forty five (45) days of receipt of invoice. Payment under this Agreement is subject to the appropriation and availability of funds. If funds for the CITY's costs are not forthcoming or are insufficient, through the failure of any entity—including the CITY—to appropriate funds, then the CITY shall have the right to immediately terminate this Contract without penalty.

Additional services not set forth in Scope of Work, changes in work, or incurred expenses in excess of amounts provided herein must be authorized in writing by the CITY prior to such work being performed or such expenses incurred. The CITY shall not make payment for any unauthorized work or expenses.

CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.
- Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.
- Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to Division Director of Sports or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Division Director Sports.** The Division Director of Sports or his representative shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Division Director of Sports in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

4.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

4.02 Abandonment, Default and Termination

4.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

4.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

4.02.03 **Default**: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City Superintendent of Operations or his representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

4.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

4.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

4.02.07 CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

4.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

4.04 Extent of Agreement: Integration

4.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. CONTRACTOR'S proposal.
4. Request for Taxpayer Identification number and certification: Substitute W-9.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

	Coverage	Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

4.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

4.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

4.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

4.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

4.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

4.09 Workmanship and Quality of Materials

4.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City Division Director Sports or his

representative. The approval by the City Division Director Sports or his representative of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the City Director of Operations or his representative.

4.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Parks and Recreation and are not subject to arbitration.

4.10 **Safety**. CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

4.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

4.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

4.12 Performance Bond and Payment Bond
This section does not apply.

4.13 **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

4.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:	TO CONTRACTOR:
City of Bloomington	Tennis Technology Inc.
Attn: John Turnbull, Division Director Sports	Attn: Jeff Henderson
401 N. Morton, Suite 250	P.O. Box 19709
Bloomington, Indiana 47404	Louisville, KY 40259

4.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

4.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 Steel or Foundry Products
No steel or foundry applied in this project.

4.18 Verification of Employees' Immigration Status
CONTRACTOR 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). CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR 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.

CONTRACTOR and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the CONTRACTOR or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the CONTRACTOR or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the CONTRACTOR or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the CONTRACTOR or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the CONTRACTOR or its subcontractor did not knowingly employ an unauthorized alien. If the CONTRACTOR or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that

terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the CONTRACTOR or its subcontractor is liable to the City for actual damages.

CONTRACTOR shall require any subcontractors performing work under this Agreement to certify to the CONTRACTOR 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. CONTRACTOR shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

4.19 Non-Collusion

CONTRACTOR is required to certify that it has not, nor has any other member, representative, or agent of CONTRACTOR, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. CONTRACTOR shall sign an affidavit, attached hereto as Attachment C, affirming that CONTRACTOR has not engaged in any collusive conduct.

Attachment C is attached hereto and incorporated by reference as though fully set forth.

4.20 Affirmative Action Plan

CONTRACTOR is required to have a written Affirmative Action Plan approved and on record with the City of Bloomington at least 48 hours prior to the signing this agreement. Each CONTRACTOR must insure that all employees and applicants for employment are not discriminated against because of any race, religion, color, sex, national origin, ancestry, or disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in the Affirmative Action Plan for it to be acceptable. In addition to other requirements, the plan MUST include a workforce break-down, an internal grievance procedure, designation of a person by name or position who is authorized to and responsible for implementation of the Plan, specific plans for recruitment from minorities, equal access to training programs, a non--retaliation statement, and an explanation of the methods of communicating the operations of the Affirmative Action Plan to the employees and prospective recruits. Barbara McKinney, Contract Compliance Officer, will review the Plan and is available to answer questions about the requirements from 8:00 a.m. to 5:00 p.m. Monday through Friday, at (812) 349-3429, or mckinneb@bloomington.in.gov.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington	**Tennis Technology Inc.**
_____	_____
Leslie J. Coyne, President, Board of Park Commissioners	Contractor Representative
_____	_____
Paula McDevitt, Acting Director	Printed Name
_____	_____
Philippa M. Guthrie, Corporation Counsel	Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

COLORCOATING AND STRIPE 2 TENNIS COURTS AND ONE BASKETBALL COURT

This project shall include, but is not limited to the SCOPE OF WORK

Tennis Courts

1. New asphalt will be cured for 30 days minimum
2. Clean the courts with blowers, scrapers, brooms and pressure spraying where necessary.
3. Patch low areas holding water with acrylic court patch binder. The patched areas will be blended in by grinding and several applications of acrylic resurfacer coatings.
4. Grind the entire courts surface to remove small bumps and irregularities (this is like a heavy sanding).
5. Install two acrylic resurfacer coating.
6. Install two color coatings, the color to be owner specified.
7. Install the playing lines to USTA specifications and install the basketball lines to college specifications.
8. Any potential net post work will be billed at time and material costs separate from this contract.

ATTACHMENT B

"AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

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 herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)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 _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned offeror 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 offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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 this _____ day of _____, 2016.

Tennis Technology Inc.

By: _____

_____

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 _____, 20____.

_____
Notary Public's Signature

_____
Printed Name of Notary Public

My Commission Expires on: _____

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-1
Date: 9/16/2016

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: **Paula McDevitt, Acting Director**
DATE: **September 16, 2016**
SUBJECT: **FINAL AUTHORIZATION FOR BOND ISSUANCE FOR THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA**

Recommendation

It is recommended that, after receiving public comment at the legally advertised public hearing portion of this meeting, the Board of Park Commissioners adopt final bond resolutions 16-03 (Series 2016A), 16-04 (Series 2016B), 16-05 (Series 2016C), 16-06 (Series 2016D) and 16-07 (Series 2016E) to authorize the issuance of Park District Bonds 2016 by the City of Bloomington for selected capital improvement.

Background

The parks and recreation department is interested in selling park district bonds to complete several significant capital improvement projects. The Board of Park Commissions previously approved at the August 23, 2016 Board of Park Commissioners meeting, declaratory resolutions 16-03 through 16-07 titled: Declaratory Resolutions Approving Projects of the Park District of the City of Bloomington, Indiana, and Making a Preliminary Determination to Issue Bonds to Finance the Projects, in an amount not to exceed $6,936,500.

The proposed list of capital improvements includes clubhouse renovations at Cascades Golf Course, construction of a "green waste" yard by Lower Cascades ballfields, Lower Cascades Creek erosion improvements and retaining wall rehab, Crestmont park improvements, accessible fishing pier at Griffy Lake Nature Preserve and hardscape site improvements at Waldron, Hill, Buskirk Park to highlight a few of the proposed projects. The parks department manages a 5 year capital improvement plan which guided the selection of the proposed park bond project list. In addition, results from the community survey conducted for the 2016-2020 Master Plan resulted in a goal "To Maintain and Provide Safe Existing Parks, Trails, and Facilities. The proposed scope and budget for each of these projects is greater than the typical allocation from the parks general funds annual capital budget.

RESPECTFULLY SUBMITTED,

Paula McDevitt

Paula McDevitt, Acting Director

RESOLUTION NO. 16-08

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON AUTHORIZING ISSUANCE OF 2016A BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2016A BONDS

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the "Board") of the City of Bloomington, Indiana (the "City"), governing body of the Park District of the City (the "District"), previously has made a preliminary determination to issue special taxing district bonds, in one or more series, to finance the projects described in Exhibit A hereto, and to pay the expenses incurred in connection with or on account of the issuance of bonds to finance such projects (collectively, the "Project"); and

WHEREAS, the Board deems it advisable to issue the "City of Bloomington, Indiana, Park District Bonds, Series 2016A" (the "*2016A Bonds*") in an original aggregate principal amount not to exceed Two Million Dollars ($2,000,000.00) (the "*Authorized Amount*") for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2016A Bonds; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2016A Bonds, which will provide special benefits to property owners in the District, such 2016A Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

WHEREAS, the amount of proceeds of the 2016A Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

WHEREAS, the Board did not include the proceeds of the 2016A Bonds in the regular budget for the year 2016; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2016A Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

WHEREAS, notice of a hearing on said appropriation has been published as required by law; and

WHEREAS, such public hearing was held on September 20, 2016, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street,

Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2016A Bonds have been complied with in accordance with the applicable provisions of the Act; and

WHEREAS, on August 23, 2016, the Board adopted its Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for September 20, 2016, was published in the manner provided by law; and

WHEREAS, on September 20, 2016, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project and Authorization for Bonds. The Board hereby confirms the Declaratory Resolution for the Project adopted by the Board on August 23, 2016, without modification. In order to provide financing for the Project as described above and the costs of selling and issuing the 2016A Bonds, the District shall borrow money, and the City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the District, shall issue the 2016A Bonds as herein authorized.

SECTION 2. Appropriation of Bond Proceeds. The Board hereby appropriates a sum not to exceed Two Million Dollars ($2,000,000), out of the proceeds of the 2016A Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

SECTION 3. General Terms of Bonds.

(a) Issuance of 2016A Bonds. In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2016A Bonds as described herein. The Controller, as the fiscal officer of the Unit (the "*Fiscal Officer*"), is hereby authorized and directed to have prepared and to issue and sell the 2016A Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2016A Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the "*Executive*") and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2016A Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2016A Bonds shall cease to be such officer before the delivery of 2016A Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2016A Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 5 hereof).

The 2016A Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the 2016A Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the 2016A Bonds, but no earlier than August 15, 2017, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 7 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2016A Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2016A Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2016A Bonds.

All or a portion of the 2016A Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus

accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2016A Bonds, relative to the form of 2016A Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2016A Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the "*Special Tax*"). The District may pay the 2016A Bonds from any funds legally available to the District, but is only obligated to pay the 2016A Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2016A Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "*Record Date*") at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "*Registration Record*") or at such other address as is provided to the Paying Agent (as defined in Section 5 hereof) in writing by such registered owner. Each registered owner of $1,000,000 or more in principal amount of 2016A Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2016A Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of $1,000,000 or more in principal amount of 2016A Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2016A Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2016A Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2016A Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2016A Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2016A Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and

delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar and Paying Agent may treat and consider the persons in whose names such 2016A Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2016A Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2016A Bond with their reasonable fees and expenses in this connection. Any 2016A Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2016A Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2016A Bonds issued hereunder.

SECTION 4. Terms of Redemption. The 2016A Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2016A Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2016A Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2016A Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2016A Bond shall not affect the validity of any proceedings for the redemption of any other 2016A Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2016A Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2016A Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and

thereafter, such 2016A Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2016A Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2016A Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2016A Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2016A Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 5. Appointment of Registrar and Paying Agent. The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2016A Bonds (together with any successor, the "*Registrar*" or "*Paying Agent*"). The Registrar is hereby charged with the responsibility of authenticating the 2016A Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2016A Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2016A Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2016A Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2016A Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 6. Form of Bonds; Authorization for Book-Entry System. The form and tenor of the 2016A Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
PARK DISTRICT BOND, SERIES 2016A

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: Dollars ($_____)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private

debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of 2016A Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of _____ Dollars ($_____), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. _____ adopted by the Board of Park Commissioners of the District (the "Board") on the 20th day of September, 2016, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2016A Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2016A Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after _____ 15, ____ are redeemable at the option of the Board on _____ 15, ___ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of $5,000 or any integral multiple.

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference.

The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

$_____ in principal amount (must be a multiple of $5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2016A Bond)

The 2016A Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the "*Clearing Agency*"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2016A Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2016A Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2016A Bonds.

During any time that the 2016A Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2016A Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2016A Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2016A Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2016A Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2016A Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2016A Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2016A Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2016A Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2016A Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2016A Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2016A Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016A Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2016A Bonds and to transfer the ownership of each of the 2016A Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2016A Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2016A Bonds, shall be paid by the Board.

During any time that the 2016A Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2016A Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2016A Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2016A Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2016A Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2016A Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2016A Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

SECTION 7. Sale of Bonds. The 2016A Bonds shall be sold in a competitive sale in accordance with Ind. Code 5-1-11. Bidders for the 2016A Bonds shall be required to name the rate or rates of interest which the 2016A Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2016A Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award the 2016A Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2016A Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2016A Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2016A Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order

of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2016A Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

After the 2016A Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2016A Bonds and shall provide for delivery of the 2016A Bonds to the purchasers.

Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the 2016A Bonds pursuant to this Section, the 2016A Bonds may, in the discretion of the Fiscal Officer, based upon the advice of the Board's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the Unit pursuant to Ind. Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the 2016A Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the Unit and the Bond Bank, hereby authorized to be entered into and executed by the Executive of the Unit on behalf of the District, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the 2016A Bonds which shall not exceed the maximum rate of interest for the 2016A Bonds authorized pursuant to this Resolution. 2016A Bonds sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Ind. Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the 2016A Bonds to the Bond Bank, challenging the validity or issuance of the 2016A Bonds. In the event the Fiscal Officer determines to sell the 2016A Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the Unit into the Purchase Agreement, and the execution and delivery of the Purchase Agreement by the Unit on behalf of the District by the Executive in accordance with this Resolution are hereby authorized, approved and ratified.

In connection with the sale of the 2016A Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2016A Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2016A Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2016A Bonds or to cause a copy of said legal opinion to be printed on each 2016A Bond. The cost of such opinion shall be paid out of the proceeds of the 2016A Bonds.

SECTION 8. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and capitalized interest received at the time of delivery of the 2016A Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2016A Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2016A Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2016A Bond Capital Account" (the "*Construction Account*"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2016A Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2016A Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2016A Bonds may be used to pay debt service on the 2016A Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "*Bond Fund*") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2016A Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 9 hereof.

SECTION 9. Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2016A Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues Account." The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2016A Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2016A Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2016A Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

SECTION 10. Defeasance. If, when the 2016A Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2016A Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2016A Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor's Corporation or Moody's Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2016A Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the 2016A Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2016A Bonds, the Board represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2016A Bonds or property financed by the 2016A Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2016A Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2016A Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2016A Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2016A Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the 2016A Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2016A Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations thereunder as applicable to the 2016A Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2016A Bond proceeds or other monies treated as 2016A Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from

investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any 2016A Bond is outstanding hereunder which would cause any 2016A Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2016A Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the "*Tax Sections*") which are designed to preserve the exclusion of interest on the 2016A Bonds from gross income under federal income tax law (the "*Tax Exemption*") need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2016A Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2016A Bond or an advancement of the earliest redemption date on any 2016A Bond, without the consent of the holder of each 2016A Bond so affected; or

(b) A reduction in the principal amount of any 2016A Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2016A Bond so affected; or

(c) A preference or priority of any 2016A Bond over any other 2016A Bond, without the consent of the holders of all 2016A Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2016A Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2016A Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2016A Bonds.

The Registrar shall not, however, be subject to any liability to any owners of the 2016A Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2016A Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2016A Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2016A Bonds, whether or not such owners shall have consented thereto.

No owner of any 2016A Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2016A Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2016A Bonds, and the terms and provisions of the 2016A Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2016A Bonds then outstanding.

Without notice to or consent of the owners of the 2016A Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2016A Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2016A Bonds; or

(c) To procure a rating on the 2016A Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2016A Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2016A Bonds; or

(e) To provide for the refunding or advance refunding of the 2016A Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2016A Bonds.

SECTION 13. Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2016A Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the "*SEC Rule*"), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2016A Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2016A Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2016A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

SECTION 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2016A Bonds and so long as any of the 2016A Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2016A Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

SECTION 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

SECTION 17. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 20th day of September, 2016.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

_____
Les Coyne

_____
Darcie Fawcett

_____
Joe Hoffmann

_____
Kathleen Mills

EXHIBIT A

The Series 2016A Bonds will be used to fund capital improvements at facilities operated by the City of Bloomington Parks Department. This will include improvements to the Banneker Community Center building, Cascades Golf Course (including renovating the clubhouse and installing new turf grass at the golf course), the Frank Southern Center (including installing an ammonia call out system, replacing the bleachers, and renovating the restroom), the barn and silo at the Goat Farm, and the Rose Hill Mausoleum and King Mausoleum at Rose Hill Cemetery.

RESOLUTION NO. 16-09

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON AUTHORIZING ISSUANCE OF 2016B BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2016B BONDS

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the "Board") of the City of Bloomington, Indiana (the "City"), governing body of the Park District of the City (the "District"), previously has made a preliminary determination to issue special taxing district bonds, in one or more series, to finance the projects described in Exhibit A hereto, and to pay the expenses incurred in connection with or on account of the issuance of bonds to finance such projects (collectively, the "Project"); and

WHEREAS, the Board deems it advisable to issue the "City of Bloomington, Indiana, Park District Bonds, Series 2016B" (the "*2016B Bonds*") in an original aggregate principal amount not to exceed One Million One Hundred Thousand Dollars ($1,100,000.00) (the "*Authorized Amount*") for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2016B Bonds; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2016B Bonds, which will provide special benefits to property owners in the District, such 2016B Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

WHEREAS, the amount of proceeds of the 2016B Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

WHEREAS, the Board did not include the proceeds of the 2016B Bonds in the regular budget for the year 2016; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2016B Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

WHEREAS, notice of a hearing on said appropriation has been published as required by law; and

WHEREAS, such public hearing was held on September 20, 2016, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street,

Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2016B Bonds have been complied with in accordance with the applicable provisions of the Act; and

WHEREAS, on August 23, 2016, the Board adopted its Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for September 20, 2016, was published in the manner provided by law; and

WHEREAS, on September 20, 2016, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project and Authorization for Bonds. The Board hereby confirms the Declaratory Resolution for the Project adopted by the Board on August 23, 2016, without modification. In order to provide financing for the Project as described above and the costs of selling and issuing the 2016B Bonds, the District shall borrow money, and the City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the District, shall issue the 2016B Bonds as herein authorized.

SECTION 2. Appropriation of Bond Proceeds. The Board hereby appropriates a sum not to exceed One Million One Hundred Thousand Dollars ($1,100,000), out of the proceeds of the 2016B Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

SECTION 3. General Terms of Bonds.

(a) Issuance of 2016B Bonds. In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2016B Bonds as described herein. The Controller, as the fiscal officer of the Unit (the "*Fiscal Officer*"), is hereby authorized and directed to have prepared and to issue and sell the 2016B Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2016B Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the "*Executive*") and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2016B Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2016B Bonds shall cease to be such officer before the delivery of 2016B Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2016B Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 5 hereof).

The 2016B Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the 2016B Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the 2016B Bonds, but no earlier than August 15, 2017, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 7 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2016B Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2016B Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2016B Bonds.

All or a portion of the 2016B Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus

accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2016B Bonds, relative to the form of 2016B Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2016B Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the "*Special Tax*"). The District may pay the 2016B Bonds from any funds legally available to the District, but is only obligated to pay the 2016B Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2016B Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "*Record Date*") at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "*Registration Record*") or at such other address as is provided to the Paying Agent (as defined in Section 5 hereof) in writing by such registered owner. Each registered owner of $1,000,000 or more in principal amount of 2016B Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2016B Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of $1,000,000 or more in principal amount of 2016B Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2016B Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2016B Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2016B Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2016B Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2016B Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and

delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar and Paying Agent may treat and consider the persons in whose names such 2016B Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2016B Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2016B Bond with their reasonable fees and expenses in this connection. Any 2016B Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2016B Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2016B Bonds issued hereunder.

SECTION 4. Terms of Redemption. The 2016B Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2016B Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2016B Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2016B Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2016B Bond shall not affect the validity of any proceedings for the redemption of any other 2016B Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2016B Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2016B Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and

thereafter, such 2016B Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2016B Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2016B Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2016B Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2016B Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 5. Appointment of Registrar and Paying Agent. The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2016B Bonds (together with any successor, the "*Registrar*" or "*Paying Agent*"). The Registrar is hereby charged with the responsibility of authenticating the 2016B Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2016B Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2016B Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2016B Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2016B Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 6. Form of Bonds; Authorization for Book-Entry System. The form and tenor of the 2016B Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
PARK DISTRICT BOND, SERIES 2016B

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: Dollars ($_____)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private

debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of 2016B Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of _____ Dollars ($_____), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. _____ adopted by the Board of Park Commissioners of the District (the "Board") on the 20th day of September, 2016, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2016B Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2016B Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after _____ 15, ____ are redeemable at the option of the Board on _____ 15, ___ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of $5,000 or any integral multiple.

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference.

The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

$_____ in principal amount (must be a multiple of $5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2016B Bond)

The 2016B Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the "*Clearing Agency*"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2016B Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2016B Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2016B Bonds.

During any time that the 2016B Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2016B Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2016B Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2016B Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2016B Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2016B Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2016B Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2016B Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2016B Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2016B Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2016B Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2016B Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016B Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2016B Bonds and to transfer the ownership of each of the 2016B Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2016B Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2016B Bonds, shall be paid by the Board.

During any time that the 2016B Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2016B Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2016B Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2016B Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2016B Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2016B Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2016B Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

SECTION 7. Sale of Bonds. The 2016B Bonds shall be sold in a competitive sale in accordance with Ind. Code 5-1-11. Bidders for the 2016B Bonds shall be required to name the rate or rates of interest which the 2016B Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2016B Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award the 2016B Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2016B Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2016B Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2016B Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order

of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2016B Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

After the 2016B Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2016B Bonds and shall provide for delivery of the 2016B Bonds to the purchasers.

Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the 2016B Bonds pursuant to this Section, the 2016B Bonds may, in the discretion of the Fiscal Officer, based upon the advice of the Board's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the Unit pursuant to Ind. Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the 2016B Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the Unit and the Bond Bank, hereby authorized to be entered into and executed by the Executive of the Unit on behalf of the District, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the 2016B Bonds which shall not exceed the maximum rate of interest for the 2016B Bonds authorized pursuant to this Resolution. 2016B Bonds sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Ind. Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the 2016B Bonds to the Bond Bank, challenging the validity or issuance of the 2016B Bonds. In the event the Fiscal Officer determines to sell the 2016B Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the Unit into the Purchase Agreement, and the execution and delivery of the Purchase Agreement by the Unit on behalf of the District by the Executive in accordance with this Resolution are hereby authorized, approved and ratified.

In connection with the sale of the 2016B Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2016B Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2016B Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2016B Bonds or to cause a copy of said legal opinion to be printed on each 2016B Bond. The cost of such opinion shall be paid out of the proceeds of the 2016B Bonds.

SECTION 8. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and capitalized interest received at the time of delivery of the 2016B Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2016B Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2016B Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2016B Bond Capital Account" (the "*Construction Account*"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2016B Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2016B Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2016B Bonds may be used to pay debt service on the 2016B Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "*Bond Fund*") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2016B Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 9 hereof.

SECTION 9. Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2016B Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues Account." The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2016B Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2016B Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2016B Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

SECTION 10. Defeasance. If, when the 2016B Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2016B Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2016B Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor's Corporation or Moody's Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2016B Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the 2016B Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2016B Bonds, the Board represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2016B Bonds or property financed by the 2016B Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2016B Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2016B Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2016B Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2016B Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the 2016B Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2016B Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations thereunder as applicable to the 2016B Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2016B Bond proceeds or other monies treated as 2016B Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from

investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any 2016B Bond is outstanding hereunder which would cause any 2016B Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2016B Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the "*Tax Sections*") which are designed to preserve the exclusion of interest on the 2016B Bonds from gross income under federal income tax law (the "*Tax Exemption*") need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2016B Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2016B Bond or an advancement of the earliest redemption date on any 2016B Bond, without the consent of the holder of each 2016B Bond so affected; or

(b) A reduction in the principal amount of any 2016B Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2016B Bond so affected; or

(c) A preference or priority of any 2016B Bond over any other 2016B Bond, without the consent of the holders of all 2016B Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2016B Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2016B Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2016B Bonds.

The Registrar shall not, however, be subject to any liability to any owners of the 2016B Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2016B Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2016B Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2016B Bonds, whether or not such owners shall have consented thereto.

No owner of any 2016B Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2016B Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2016B Bonds, and the terms and provisions of the 2016B Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2016B Bonds then outstanding.

Without notice to or consent of the owners of the 2016B Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2016B Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2016B Bonds; or

(c) To procure a rating on the 2016B Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2016B Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2016B Bonds; or

(e) To provide for the refunding or advance refunding of the 2016B Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2016B Bonds.

SECTION 13. Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2016B Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the "*SEC Rule*"), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2016B Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2016B Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2016B Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

SECTION 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2016B Bonds and so long as any of the 2016B Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2016B Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

SECTION 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

SECTION 17. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 20th day of September, 2016.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

_____
Les Coyne

_____
Darcie Fawcett

_____
Joe Hoffmann

_____
Kathleen Mills

EXHIBIT A

The Series 2016B Bonds will be used to fund improvements to the City's trail infrastructure and other miscellaneous park improvements. These improvements will include improvements on the Clear Creek Trail, building an accessible fishing pier at Griffy Lake, repaving at RCA Park, and generally improving Twin Lakes Recreation Sports Park (including replacing playground equipment, fencing off the maintenance building and garage, repaving, and installing metal roofs on the dugouts), and Winslow Sports Park (including replacing the pathway bollards, addressing irrigation needs, replacing the playground and fitness station cluster, and fencing off the maintenance building).

RESOLUTION NO. 16-10

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON AUTHORIZING ISSUANCE OF 2016C BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2016C BONDS

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the "Board") of the City of Bloomington, Indiana (the "City"), governing body of the Park District of the City (the "District"), previously has made a preliminary determination to issue special taxing district bonds, in one or more series, to finance the projects described in Exhibit A hereto, and to pay the expenses incurred in connection with or on account of the issuance of bonds to finance such projects (collectively, the "Project"); and

WHEREAS, the Board deems it advisable to issue the "City of Bloomington, Indiana, Park District Bonds, Series 2016C" (the "*2016C Bonds*") in an original aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "*Authorized Amount*") for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2016C Bonds; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2016C Bonds, which will provide special benefits to property owners in the District, such 2016C Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

WHEREAS, the amount of proceeds of the 2016C Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

WHEREAS, the Board did not include the proceeds of the 2016C Bonds in the regular budget for the year 2016; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2016C Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

WHEREAS, notice of a hearing on said appropriation has been published as required by law; and

WHEREAS, such public hearing was held on September 20, 2016, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street,

Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2016C Bonds have been complied with in accordance with the applicable provisions of the Act; and

WHEREAS, on August 23, 2016, the Board adopted its Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for September 20, 2016, was published in the manner provided by law; and

WHEREAS, on September 20, 2016, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project and Authorization for Bonds. The Board hereby confirms the Declaratory Resolution for the Project adopted by the Board on August 23, 2016, without modification. In order to provide financing for the Project as described above and the costs of selling and issuing the 2016C Bonds, the District shall borrow money, and the City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the District, shall issue the 2016C Bonds as herein authorized.

SECTION 2. Appropriation of Bond Proceeds. The Board hereby appropriates a sum not to exceed One Million Five Hundred Thousand Dollars ($1,500,000), out of the proceeds of the 2016C Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

SECTION 3. General Terms of Bonds.

(a) Issuance of 2016C Bonds. In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2016C Bonds as described herein. The Controller, as the fiscal officer of the Unit (the "*Fiscal Officer*"), is hereby authorized and directed to have prepared and to issue and sell the 2016C Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2016C Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the "*Executive*") and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2016C Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2016C Bonds shall cease to be such officer before the delivery of 2016C Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2016C Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 5 hereof).

The 2016C Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the 2016C Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the 2016C Bonds, but no earlier than August 15, 2017, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 7 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2016C Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2016C Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2016C Bonds.

All or a portion of the 2016C Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus

accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2016C Bonds, relative to the form of 2016C Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2016C Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the "*Special Tax*"). The District may pay the 2016C Bonds from any funds legally available to the District, but is only obligated to pay the 2016C Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2016C Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "*Record Date*") at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "*Registration Record*") or at such other address as is provided to the Paying Agent (as defined in Section 5 hereof) in writing by such registered owner. Each registered owner of $1,000,000 or more in principal amount of 2016C Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2016C Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of $1,000,000 or more in principal amount of 2016C Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2016C Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2016C Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2016C Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2016C Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2016C Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and

delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar and Paying Agent may treat and consider the persons in whose names such 2016C Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2016C Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2016C Bond with their reasonable fees and expenses in this connection. Any 2016C Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2016C Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2016C Bonds issued hereunder.

SECTION 4. Terms of Redemption. The 2016C Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2016C Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2016C Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2016C Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2016C Bond shall not affect the validity of any proceedings for the redemption of any other 2016C Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2016C Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2016C Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and

thereafter, such 2016C Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2016C Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2016C Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2016C Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2016C Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 5. Appointment of Registrar and Paying Agent. The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2016C Bonds (together with any successor, the "*Registrar*" or "*Paying Agent*"). The Registrar is hereby charged with the responsibility of authenticating the 2016C Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2016C Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2016C Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2016C Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2016C Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 6. Form of Bonds; Authorization for Book-Entry System. The form and tenor of the 2016C Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
PARK DISTRICT BOND, SERIES 2016C

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: Dollars ($_____)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private

debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of 2016C Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of _____ Dollars ($_____), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. _____ adopted by the Board of Park Commissioners of the District (the "Board") on the 20th day of September, 2016, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2016C Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2016C Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after _____ 15, ____ are redeemable at the option of the Board on _____ 15, ___ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of $5,000 or any integral multiple.

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference.

The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

$_____ in principal amount (must be a multiple of $5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2016C Bond)

The 2016C Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the "*Clearing Agency*"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2016C Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2016C Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2016C Bonds.

During any time that the 2016C Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2016C Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2016C Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2016C Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2016C Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2016C Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2016C Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2016C Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2016C Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2016C Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2016C Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2016C Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016C Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2016C Bonds and to transfer the ownership of each of the 2016C Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2016C Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2016C Bonds, shall be paid by the Board.

During any time that the 2016C Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2016C Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2016C Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2016C Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2016C Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2016C Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2016C Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

SECTION 7. Sale of Bonds. The 2016C Bonds shall be sold in a competitive sale in accordance with Ind. Code 5-1-11. Bidders for the 2016C Bonds shall be required to name the rate or rates of interest which the 2016C Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2016C Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award the 2016C Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2016C Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2016C Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2016C Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order

of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2016C Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

After the 2016C Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2016C Bonds and shall provide for delivery of the 2016C Bonds to the purchasers.

Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the 2016C Bonds pursuant to this Section, the 2016C Bonds may, in the discretion of the Fiscal Officer, based upon the advice of the Board's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the Unit pursuant to Ind. Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the 2016C Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the Unit and the Bond Bank, hereby authorized to be entered into and executed by the Executive of the Unit on behalf of the District, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the 2016C Bonds which shall not exceed the maximum rate of interest for the 2016C Bonds authorized pursuant to this Resolution. 2016C Bonds sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Ind. Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the 2016C Bonds to the Bond Bank, challenging the validity or issuance of the 2016C Bonds. In the event the Fiscal Officer determines to sell the 2016C Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the Unit into the Purchase Agreement, and the execution and delivery of the Purchase Agreement by the Unit on behalf of the District by the Executive in accordance with this Resolution are hereby authorized, approved and ratified.

In connection with the sale of the 2016C Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2016C Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2016C Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2016C Bonds or to cause a copy of said legal opinion to be printed on each 2016C Bond. The cost of such opinion shall be paid out of the proceeds of the 2016C Bonds.

SECTION 8. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and capitalized interest received at the time of delivery of the 2016C Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2016C Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2016C Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2016C Bond Capital Account" (the "*Construction Account*"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2016C Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2016C Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2016C Bonds may be used to pay debt service on the 2016C Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "*Bond Fund*") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2016C Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 9 hereof.

SECTION 9. Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2016C Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues Account." The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2016C Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2016C Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2016C Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

SECTION 10. Defeasance. If, when the 2016C Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2016C Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2016C Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor's Corporation or Moody's Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2016C Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the 2016C Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2016C Bonds, the Board represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2016C Bonds or property financed by the 2016C Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2016C Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2016C Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2016C Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2016C Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the 2016C Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2016C Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations thereunder as applicable to the 2016C Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2016C Bond proceeds or other monies treated as 2016C Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from

investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any 2016C Bond is outstanding hereunder which would cause any 2016C Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2016C Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the "*Tax Sections*") which are designed to preserve the exclusion of interest on the 2016C Bonds from gross income under federal income tax law (the "*Tax Exemption*") need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2016C Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2016C Bond or an advancement of the earliest redemption date on any 2016C Bond, without the consent of the holder of each 2016C Bond so affected; or

(b) A reduction in the principal amount of any 2016C Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2016C Bond so affected; or

(c) A preference or priority of any 2016C Bond over any other 2016C Bond, without the consent of the holders of all 2016C Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2016C Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2016C Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2016C Bonds.

The Registrar shall not, however, be subject to any liability to any owners of the 2016C Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2016C Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2016C Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2016C Bonds, whether or not such owners shall have consented thereto.

No owner of any 2016C Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2016C Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2016C Bonds, and the terms and provisions of the 2016C Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2016C Bonds then outstanding.

Without notice to or consent of the owners of the 2016C Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2016C Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2016C Bonds; or

(c) To procure a rating on the 2016C Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2016C Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2016C Bonds; or

(e) To provide for the refunding or advance refunding of the 2016C Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2016C Bonds.

SECTION 13. Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2016C Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the "*SEC Rule*"), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2016C Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2016C Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2016C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

SECTION 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2016C Bonds and so long as any of the 2016C Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2016C Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

SECTION 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

SECTION 17. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 20th day of September, 2016.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

_____
Les Coyne

_____
Darcie Fawcett

_____
Joe Hoffmann

_____
Kathleen Mills

EXHIBIT A

The Series 2016C Bonds will be used to fund capital improvements to the City's parks. This will include improvements to Bryan Park (including new surfacing of the tennis court, parking lot, basketball court, and fitness trail, and replacing the fitness center cluster and playground on Woodlawn), Griffy Lake (including renovating the restroom), Olcott Park (including replacing the existing playground surface, roof on the concession building and Howard Young Shelter, and siding on the restroom and maintenance buildings), Peoples Park (including addressing turf and irrigation needs, installing a new lighting system, and rehabilitating the patterned concrete walking paths), Sherwood Oaks Park (including new surfacing of the parking lot, basketball court, and tennis wall), Waldron, Hill and Buskirk Park (including addressing the irrigation needs of the park, installing new turf grass, landscaping, and hardscaping, improving the lighting at the park, and reconstructing the stairs), and Winslow Sports Park (including improving the entrance and new surfacing of the tennis courts).

RESOLUTION NO. 16-11

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON AUTHORIZING ISSUANCE OF 2016D BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2016D BONDS

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the "Board") of the City of Bloomington, Indiana (the "City"), governing body of the Park District of the City (the "District"), previously has made a preliminary determination to issue special taxing district bonds, in one or more series, to finance the projects described in Exhibit A hereto, and to pay the expenses incurred in connection with or on account of the issuance of bonds to finance such projects (collectively, the "Project"); and

WHEREAS, the Board deems it advisable to issue the "City of Bloomington, Indiana, Park District Bonds, Series 2016D" (the "*2016D Bonds*") in an original aggregate principal amount not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000.00) (the "*Authorized Amount*") for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2016D Bonds; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2016D Bonds, which will provide special benefits to property owners in the District, such 2016D Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

WHEREAS, the amount of proceeds of the 2016D Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

WHEREAS, the Board did not include the proceeds of the 2016D Bonds in the regular budget for the year 2016; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2016D Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

WHEREAS, notice of a hearing on said appropriation has been published as required by law; and

WHEREAS, such public hearing was held on September 20, 2016, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street,

Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2016D Bonds have been complied with in accordance with the applicable provisions of the Act; and

WHEREAS, on August 23, 2016, the Board adopted its Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for September 20, 2016, was published in the manner provided by law; and

WHEREAS, on September 20, 2016, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project and Authorization for Bonds. The Board hereby confirms the Declaratory Resolution for the Project adopted by the Board on August 23, 2016, without modification. In order to provide financing for the Project as described above and the costs of selling and issuing the 2016D Bonds, the District shall borrow money, and the City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the District, shall issue the 2016D Bonds as herein authorized.

SECTION 2. Appropriation of Bond Proceeds. The Board hereby appropriates a sum not to exceed One Million Eight Hundred Thousand Dollars ($1,800,000), out of the proceeds of the 2016D Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

SECTION 3. General Terms of Bonds.

(a) Issuance of 2016D Bonds. In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2016D Bonds as described herein. The Controller, as the fiscal officer of the Unit (the "*Fiscal Officer*"), is hereby authorized and directed to have prepared and to issue and sell the 2016D Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2016D Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the "*Executive*") and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2016D Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2016D Bonds shall cease to be such officer before the delivery of 2016D Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2016D Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 5 hereof).

The 2016D Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the 2016D Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the 2016D Bonds, but no earlier than August 15, 2017, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 7 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2016D Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2016D Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2016D Bonds.

All or a portion of the 2016D Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus

accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2016D Bonds, relative to the form of 2016D Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2016D Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the "*Special Tax*"). The District may pay the 2016D Bonds from any funds legally available to the District, but is only obligated to pay the 2016D Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2016D Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "*Record Date*") at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "*Registration Record*") or at such other address as is provided to the Paying Agent (as defined in Section 5 hereof) in writing by such registered owner. Each registered owner of $1,000,000 or more in principal amount of 2016D Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2016D Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of $1,000,000 or more in principal amount of 2016D Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2016D Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2016D Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2016D Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2016D Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2016D Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and

delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar and Paying Agent may treat and consider the persons in whose names such 2016D Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2016D Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2016D Bond with their reasonable fees and expenses in this connection. Any 2016D Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2016D Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2016D Bonds issued hereunder.

SECTION 4. Terms of Redemption. The 2016D Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2016D Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2016D Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2016D Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2016D Bond shall not affect the validity of any proceedings for the redemption of any other 2016D Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2016D Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2016D Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and

thereafter, such 2016D Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2016D Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2016D Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2016D Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2016D Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 5. Appointment of Registrar and Paying Agent. The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2016D Bonds (together with any successor, the "*Registrar*" or "*Paying Agent*"). The Registrar is hereby charged with the responsibility of authenticating the 2016D Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2016D Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2016D Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2016D Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2016D Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 6. Form of Bonds; Authorization for Book-Entry System. The form and tenor of the 2016D Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
PARK DISTRICT BOND, SERIES 2016D

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: Dollars ($_____)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private

debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of 2016D Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of _____ Dollars ($_____), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. _____ adopted by the Board of Park Commissioners of the District (the "Board") on the 20th day of September, 2016, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2016D Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2016D Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after _____ 15, ____ are redeemable at the option of the Board on _____ 15, ___ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of $5,000 or any integral multiple.

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference.

The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

$_____ in principal amount (must be a multiple of $5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2016D Bond)

The 2016D Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the "*Clearing Agency*"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2016D Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2016D Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2016D Bonds.

During any time that the 2016D Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2016D Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2016D Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2016D Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2016D Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2016D Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2016D Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2016D Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2016D Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2016D Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2016D Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2016D Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016D Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2016D Bonds and to transfer the ownership of each of the 2016D Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2016D Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2016D Bonds, shall be paid by the Board.

During any time that the 2016D Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2016D Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2016D Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2016D Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2016D Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2016D Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2016D Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

SECTION 7. Sale of Bonds. The 2016D Bonds shall be sold in a competitive sale in accordance with Ind. Code 5-1-11. Bidders for the 2016D Bonds shall be required to name the rate or rates of interest which the 2016D Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2016D Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award the 2016D Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2016D Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2016D Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2016D Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order

of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2016D Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

After the 2016D Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2016D Bonds and shall provide for delivery of the 2016D Bonds to the purchasers.

Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the 2016D Bonds pursuant to this Section, the 2016D Bonds may, in the discretion of the Fiscal Officer, based upon the advice of the Board's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the Unit pursuant to Ind. Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the 2016D Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the Unit and the Bond Bank, hereby authorized to be entered into and executed by the Executive of the Unit on behalf of the District, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the 2016D Bonds which shall not exceed the maximum rate of interest for the 2016D Bonds authorized pursuant to this Resolution. 2016D Bonds sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Ind. Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the 2016D Bonds to the Bond Bank, challenging the validity or issuance of the 2016D Bonds. In the event the Fiscal Officer determines to sell the 2016D Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the Unit into the Purchase Agreement, and the execution and delivery of the Purchase Agreement by the Unit on behalf of the District by the Executive in accordance with this Resolution are hereby authorized, approved and ratified.

In connection with the sale of the 2016D Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2016D Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2016D Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2016D Bonds or to cause a copy of said legal opinion to be printed on each 2016D Bond. The cost of such opinion shall be paid out of the proceeds of the 2016D Bonds.

SECTION 8. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and capitalized interest received at the time of delivery of the 2016D Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2016D Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2016D Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2016D Bond Capital Account" (the "*Construction Account*"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2016D Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2016D Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2016D Bonds may be used to pay debt service on the 2016D Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "*Bond Fund*") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2016D Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 9 hereof.

SECTION 9. Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2016D Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues Account." The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2016D Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2016D Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2016D Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

SECTION 10. Defeasance. If, when the 2016D Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2016D Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2016D Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor's Corporation or Moody's Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2016D Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the 2016D Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2016D Bonds, the Board represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2016D Bonds or property financed by the 2016D Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2016D Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2016D Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2016D Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2016D Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the 2016D Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2016D Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations thereunder as applicable to the 2016D Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2016D Bond proceeds or other monies treated as 2016D Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from

investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any 2016D Bond is outstanding hereunder which would cause any 2016D Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2016D Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the "*Tax Sections*") which are designed to preserve the exclusion of interest on the 2016D Bonds from gross income under federal income tax law (the "*Tax Exemption*") need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2016D Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2016D Bond or an advancement of the earliest redemption date on any 2016D Bond, without the consent of the holder of each 2016D Bond so affected; or

(b) A reduction in the principal amount of any 2016D Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2016D Bond so affected; or

(c) A preference or priority of any 2016D Bond over any other 2016D Bond, without the consent of the holders of all 2016D Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2016D Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2016D Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2016D Bonds.

The Registrar shall not, however, be subject to any liability to any owners of the 2016D Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2016D Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2016D Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2016D Bonds, whether or not such owners shall have consented thereto.

No owner of any 2016D Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2016D Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2016D Bonds, and the terms and provisions of the 2016D Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2016D Bonds then outstanding.

Without notice to or consent of the owners of the 2016D Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2016D Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2016D Bonds; or

(c) To procure a rating on the 2016D Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2016D Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2016D Bonds; or

(e) To provide for the refunding or advance refunding of the 2016D Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2016D Bonds.

SECTION 13. Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2016D Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the "*SEC Rule*"), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2016D Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2016D Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2016D Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

SECTION 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2016D Bonds and so long as any of the 2016D Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2016D Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

SECTION 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

SECTION 17. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 20th day of September, 2016.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

_____
Les Coyne

_____
Darcie Fawcett

_____
Joe Hoffmann

_____
Kathleen Mills

EXHIBIT A

The Series 2016D Bonds will be used to fund improvements to Lower Cascades Park. Those improvements will include: installing canopy shade structures, installing an accessible pathway (including lighting) from the Waterfall Shelter to the Waterfall, addressing the erosion of the park, replacing the climbing net and group swing, constructing a "green waste" yard, and the purchasing adjoining property to be incorporated into Lower Cascades Park, either as green space or as program space.

RESOLUTION NO. 16-12

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON AUTHORIZING ISSUANCE OF 2016E BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2016E BONDS

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the "Board") of the City of Bloomington, Indiana (the "City"), governing body of the Park District of the City (the "District"), previously has made a preliminary determination to issue special taxing district bonds, in one or more series, to finance the projects described in Exhibit A hereto, and to pay the expenses incurred in connection with or on account of the issuance of bonds to finance such projects (collectively, the "Project"); and

WHEREAS, the Board deems it advisable to issue the "City of Bloomington, Indiana, Park District Bonds, Series 2016E" (the "*2016E Bonds*") in an original aggregate principal amount not to exceed Two Million Dollars ($2,000,000.00) (the "*Authorized Amount*") for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2016E Bonds; and

WHEREAS, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2016E Bonds, which will provide special benefits to property owners in the District, such 2016E Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

WHEREAS, the amount of proceeds of the 2016E Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

WHEREAS, the Board did not include the proceeds of the 2016E Bonds in the regular budget for the year 2016; and

WHEREAS, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2016E Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

WHEREAS, notice of a hearing on said appropriation has been published as required by law; and

WHEREAS, such public hearing was held on September 20, 2016, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street,

Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2016E Bonds have been complied with in accordance with the applicable provisions of the Act; and

WHEREAS, on August 23, 2016, the Board adopted its Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for September 20, 2016, was published in the manner provided by law; and

WHEREAS, on September 20, 2016, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project and Authorization for Bonds. The Board hereby confirms the Declaratory Resolution for the Project adopted by the Board on August 23, 2016, without modification. In order to provide financing for the Project as described above and the costs of selling and issuing the 2016E Bonds, the District shall borrow money, and the City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the District, shall issue the 2016E Bonds as herein authorized.

SECTION 2. Appropriation of Bond Proceeds. The Board hereby appropriates a sum not to exceed Two Million Dollars ($2,000,000), out of the proceeds of the 2016E Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

SECTION 3. General Terms of Bonds.

(a) Issuance of 2016E Bonds. In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2016E Bonds as described herein. The Controller, as the fiscal officer of the Unit (the "*Fiscal Officer*"), is hereby authorized and directed to have prepared and to issue and sell the 2016E Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2016E Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the "*Executive*") and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2016E Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2016E Bonds shall cease to be such officer before the delivery of 2016E Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2016E Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 5 hereof).

The 2016E Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars ($5,000) or any integral multiple thereof, shall be originally dated as of the first day of the month in which the 2016E Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by the Fiscal Officer at the time of the sale of the 2016E Bonds, but no earlier than August 15, 2017, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 7 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2016E Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2016E Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2016E Bonds.

All or a portion of the 2016E Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus

accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2016E Bonds, relative to the form of 2016E Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2016E Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the "*Special Tax*"). The District may pay the 2016E Bonds from any funds legally available to the District, but is only obligated to pay the 2016E Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2016E Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the "*Record Date*") at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the "*Registration Record*") or at such other address as is provided to the Paying Agent (as defined in Section 5 hereof) in writing by such registered owner. Each registered owner of $1,000,000 or more in principal amount of 2016E Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2016E Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of $1,000,000 or more in principal amount of 2016E Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2016E Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2016E Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2016E Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2016E Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2016E Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and

delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar and Paying Agent may treat and consider the persons in whose names such 2016E Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2016E Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2016E Bond with their reasonable fees and expenses in this connection. Any 2016E Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2016E Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2016E Bonds issued hereunder.

SECTION 4. Terms of Redemption. The 2016E Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2016E Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2016E Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2016E Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2016E Bond shall not affect the validity of any proceedings for the redemption of any other 2016E Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2016E Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2016E Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and

thereafter, such 2016E Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2016E Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2016E Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2016E Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2016E Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

SECTION 5. Appointment of Registrar and Paying Agent. The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2016E Bonds (together with any successor, the "*Registrar*" or "*Paying Agent*"). The Registrar is hereby charged with the responsibility of authenticating the 2016E Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2016E Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2016E Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2016E Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2016E Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

SECTION 6. Form of Bonds; Authorization for Book-Entry System. The form and tenor of the 2016E Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
PARK DISTRICT BOND, SERIES 2016E

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: Dollars ($_____)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20__ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of each year, beginning on [February/August] 15, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of _____ (the "Registrar" or "Paying Agent"), in _____, _____. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of $1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private

debts, or in the case of a Registered Owner of $1,000,000 or more in principal amount of 2016E Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of _____ Dollars ($_____), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. _____ adopted by the Board of Park Commissioners of the District (the "Board") on the 20th day of September, 2016, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2016E Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2016E Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after _____ 15, ____ are redeemable at the option of the Board on _____ 15, ___ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

The bonds maturing on any maturity date are issuable only in the denomination of $5,000 or any integral multiple.

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference.

The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

_____
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please print or typewrite name and address of transferee)

_____
(please insert social security or
other identifying number of assignee)

$_____ in principal amount (must be a multiple of $5,000) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.	NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2016E Bond)

The 2016E Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the "*Clearing Agency*"), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2016E Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2016E Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2016E Bonds.

During any time that the 2016E Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2016E Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2016E Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2016E Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2016E Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2016E Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2016E Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2016E Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any 2016E Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2016E Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2016E Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2016E Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2016E Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2016E Bonds and to transfer the ownership of each of the 2016E Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2016E Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2016E Bonds, shall be paid by the Board.

During any time that the 2016E Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2016E Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2016E Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2016E Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2016E Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2016E Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2016E Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

SECTION 7. Sale of Bonds. The 2016E Bonds shall be sold in a competitive sale in accordance with Ind. Code 5-1-11. Bidders for the 2016E Bonds shall be required to name the rate or rates of interest which the 2016E Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2016E Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award the 2016E Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2016E Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2016E Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2016E Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order

of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2016E Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

After the 2016E Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2016E Bonds and shall provide for delivery of the 2016E Bonds to the purchasers.

Notwithstanding anything in this Resolution to the contrary and in lieu of a public sale of the 2016E Bonds pursuant to this Section, the 2016E Bonds may, in the discretion of the Fiscal Officer, based upon the advice of the Board's municipal advisor, be sold either to the Indiana Bond Bank or a local public improvement bond bank established by the Unit pursuant to Ind. Code 5-1.4 (either such entity, the "Bond Bank"). In the event of such determination of sale to the Bond Bank, the 2016E Bonds shall be sold to the Bond Bank in such denomination or denominations as the Bond Bank may request, and pursuant to a qualified entity purchase agreement (the "Purchase Agreement") between the Unit and the Bond Bank, hereby authorized to be entered into and executed by the Executive of the Unit on behalf of the District, subsequent to the date of the adoption of this Resolution. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Resolution, including without limitation, the interest rate or rates on the 2016E Bonds which shall not exceed the maximum rate of interest for the 2016E Bonds authorized pursuant to this Resolution. 2016E Bonds sold to the Bond Bank shall be accompanied by all documentation required by the Bond Bank pursuant to the provisions of Ind. Code 5-1.5 or 5-1.4, as applicable, and the Purchase Agreement, including, without limitation, an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the 2016E Bonds to the Bond Bank, challenging the validity or issuance of the 2016E Bonds. In the event the Fiscal Officer determines to sell the 2016E Bonds to the Bond Bank, the submission of an application to the Bond Bank, the entry by the Unit into the Purchase Agreement, and the execution and delivery of the Purchase Agreement by the Unit on behalf of the District by the Executive in accordance with this Resolution are hereby authorized, approved and ratified.

In connection with the sale of the 2016E Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2016E Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2016E Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2016E Bonds or to cause a copy of said legal opinion to be printed on each 2016E Bond. The cost of such opinion shall be paid out of the proceeds of the 2016E Bonds.

SECTION 8. Funds and Accounts.

(a) Use of Bond Proceeds; Capital Fund. Any accrued interest and capitalized interest received at the time of delivery of the 2016E Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2016E Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2016E Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2016E Bond Capital Account" (the "*Construction Account*"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2016E Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2016E Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2016E Bonds may be used to pay debt service on the 2016E Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the "City of Bloomington Park District Bond Fund" (the "*Bond Fund*") as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2016E Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the "Special Tax Account". The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 9 hereof.

SECTION 9. Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2016E Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the "Revenues Account." The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2016E Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2016E Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2016E Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

SECTION 10. Defeasance. If, when the 2016E Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2016E Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2016E Bonds, Refcorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor's Corporation or Moody's Investors Service (or any combination thereof), the principal of and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2016E Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

SECTION 11. Tax Matters. In order to preserve the exclusion of interest on the 2016E Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2016E Bonds, the Board represents, covenants and agrees that:

(a) No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2016E Bonds or property financed by the 2016E Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2016E Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b) No 2016E Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2016E Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2016E Bond proceeds.

(c) The Board and the Unit will not take any action or fail to take any action with respect to the 2016E Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2016E Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations thereunder as applicable to the 2016E Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2016E Bond proceeds or other monies treated as 2016E Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from

investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d) The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e) The Board and the Unit will not make any investment or do any other act or thing during the period that any 2016E Bond is outstanding hereunder which would cause any 2016E Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2016E Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the "*Tax Sections*") which are designed to preserve the exclusion of interest on the 2016E Bonds from gross income under federal income tax law (the "*Tax Exemption*") need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 12. Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2016E Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2016E Bond or an advancement of the earliest redemption date on any 2016E Bond, without the consent of the holder of each 2016E Bond so affected; or

(b) A reduction in the principal amount of any 2016E Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2016E Bond so affected; or

(c) A preference or priority of any 2016E Bond over any other 2016E Bond, without the consent of the holders of all 2016E Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2016E Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2016E Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2016E Bonds.

The Registrar shall not, however, be subject to any liability to any owners of the 2016E Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2016E Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2016E Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2016E Bonds, whether or not such owners shall have consented thereto.

No owner of any 2016E Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2016E Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2016E Bonds, and the terms and provisions of the 2016E Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2016E Bonds then outstanding.

Without notice to or consent of the owners of the 2016E Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2016E Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2016E Bonds; or

(c) To procure a rating on the 2016E Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2016E Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2016E Bonds; or

(e) To provide for the refunding or advance refunding of the 2016E Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2016E Bonds.

SECTION 13. Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2016E Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the "*SEC Rule*"), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2016E Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2016E Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. "Continuing disclosure contract" shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2016E Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

SECTION 14. No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2016E Bonds and so long as any of the 2016E Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2016E Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

SECTION 15. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

SECTION 16. Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

SECTION 17. Interpretation. Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 18. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 20th day of September, 2016.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

_____
Les Coyne

_____
Darcie Fawcett

_____
Joe Hoffmann

_____
Kathleen Mills

EXHIBIT A

The Series 2016E Bonds will be used to fund new equipment for facilities operated by the City of Bloomington Parks Department. This will include equipment to be installed at Bryan Park Pool (including equipment for the bathhouse and the pool itself), Butler Park (including improving existing playground equipment), Crestmont Park (including replacing and expanding existing playground equipment, improving the lighting at the park, resurfacing the basketball court, and installing new landscaping and shade structures), Highland Village Park (including resurfacing the basketball court), Mills Pool (including equipment for the bathhouse and the pool itself), Park Ridge Park (including installing a drinking fountain), Sherwood Oaks Park (including equipment to improve floodway drainage and the pedestrian bridge), and Twin Lakes Recreational Center (including installing all equipment necessary as a result of redesigning the interior of Twin Lakes, replacing the existing cardio equipment, replacing the existing air handling units, repaving the parking lot, installing a new barrel roof—which is expected to include replacing the gutters—and ensuring adequate disbursement of water).

The Series 2016E Bonds will also include installing various site amenities (such as drinking fountains, shade sails, tables, benches, bike racks, basketball goals, fitness stations, lighting, and interpretive signs) across the facilities operated by the City of Bloomington Parks Department.

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: E-2 Date: 9/16/2016

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins, Natural Resources Coordinator
DATE: September 20, 2016
SUBJECT: **ENVIRONMENTAL RESOURCES ADVISORY COUNCIL COMMENTS ON CITY OF BLOOMINGTON 2040 COMPRHENSIVE PLAN**

Background

The Environmental Resources Advisory Council (ERAC) acts in an advisory capacity to the Board of Park Commissioners in all policy matters pertaining to operations of city natural areas and/or facilities. Part of ERAC's responsibilities includes review and assistance in the formulation of policies relating to use of and protection of environmentally sensitive and natural areas.

ERAC members have compiled the attached comments on the City of Bloomington 2040 Comprehensive Plan for your consideration. It is the hope of ERAC that these comments can help guide the comprehensive plan to address natural resource management in our parks and community more completely.

RESPECTFULLY SUBMITTED,

Elizabeth Tompkins, Natural Resources Coordinator

From: Environmental Resources Advisory Council (ERAC) to Board of Park Commissioners

To: Board of Park Commissioners, City of Bloomington

Re: Comments on City of Bloomington 2040 Comprehensive Plan (process DRAFT 7/15/2016)

Date: 14 Sept 2016

The ERAC is pleased to have the opportunity to review the draft City of Bloomington 2040 Comprehensive Plan and submit comments for consideration by the Board of Park Commissioners. We hope you will forward our comments on to the Planning and Transportation Department with your endorsement.

Plan relevance to environmental resources of Bloomington Parks

We are encouraged that there are many aspects of the Master Plan that are directly relevant to the environmental resources of Parks. These include the Chapters, Themes, and Goals (and specific Policies and Programs contained therein), particularly:

- Chapters 1, 2, 3, and 5
- Theme 3 (Enhance Quality of Place for Neighborhoods and Development)
- Theme 6 (Protect Environmental Quality)
- Goal 1.1 Prioritize programs and strategies that sustain the health, well-being, recreation and safety of residents and visitors. [See Policy 1.1.1]
- Goal 1.3 Recognize the intrinsic value and everyday importance of City parks and community centers/spaces, libraries and civic buildings by investing in their maintenance and improvement. [See Policy 1.3.1]
- Goal 1.4 Plan for a future in which the services we provide to our community continue to thrive and adapt to the growth and change of Bloomington. [See Policies 1.4.3, 1.4.5]
- Goal 2.3 Ensure public spaces are of high-quality, engaging and active. [See Policy 2.3.2]
- Goal 3.1 Preserve our open space, natural and urban habitats, and protect the ecosystems and natural resources that are the foundations of our environment. [See Policies 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, and 3.1.6]
- Goal 5.1 Guide growth, change, and preservation of residential and business areas through planning policies that create and sustain neighborhood character and improve housing affordability. [See Policy 5.1.2]

Ecosystem Management

Although Policy 3.1.2 (and its stated Program) feature environmental management, and Policy 3.15 features promotion of "healthy, diverse ecosystems", there is no specific mention of overall ecosystem management in the Plan. We believe that including an overarching framework for such activities is important.

- We recommend restructuring Chapter 3 to incorporate the following high-level Goal into the plan: **Manage parks for ecosystem diversity and ecosystem integrity**. This should be the number one goal for our parks which are largely natural areas (e.g., Griffy, Leonard Springs, and Cascades).

In addition:

- There needs to be some mention of wildlife conflicts, especially deer and how the city will deal with the recommendations of the Deer Task Force. While these measures will need to be specifically addressed in updates to the UDO, higher fences, electric fencing, and other measures should be mentioned as possible options.
- We are encouraged to see Policy 3.1.5 addressing invasive plants and native plants. We recognize that UDO updates will be needed to specifically reflect the City's encouragement for rain gardens, native plants, pollinator gardens, etc. and discouragement for growing invasive plants (and prohibition of some altogether). However, these types of specific features and measures could be mentioned within the plan, as possible options.
- With Zika coming, mosquito control and its side effects (e.g. with honeybees) should be addressed (we already have West Nile Virus and other problems) as part of an elaboration about discussion about the "environmental management and sustainability plan" (Policy 1.3.2)

Connectivity

- Riparian areas and streams need to be protected as wildlife corridors and linkages to areas outside the city and to protect water quality. In the provided maps, some of these are shown as areas for development. The maps should be changed to align with stated priorities (e.g., Goals 3.1 and 3.2, and component Policies and Programs).
- We support the clear statement of working with Indiana University, Monroe County, and others on multi-use trail connections (Policy 3.1.1). However, there is no mention of the surrounding environmental attractions being a draw for tourism or contributing to quality of life. Bloomington does not exist in a vacuum and the plan should recognize the value of surrounding areas.
- Transportation plans should refer to the Complete Streets guidelines and follow them. The maps do not show the Bloomfield Road side path that is now under construction. There is also no allowance for a pedestrian/ bike bridge over I-69 between Second and Third Street, which is desperately needed for both connectivity and safety.

Miscellany

- There is considerable mention of LEED buildings, but rehabilitating existing structures is even greener and should be encouraged. Multi-family housing is promoted but there is no allowance for encouraging recycling at these facilities.
- The map on page 77 has two areas labeled at Southern Pines neighborhood.