

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	04-20-17	<b>Meeting Date:</b>	05-01-17
<b>Contact Information:</b>			
<b>Requested by:</b>	Chip Orner, Parks Superintendent		
<b>On Behalf of Organization or Individual</b>			
<b>Telephone:</b>	317-736-3689		
<b>Email address:</b>	<a href="mailto:corner@franklin.in.gov">corner@franklin.in.gov</a>		
<b>Mailing Address:</b>			
<b>Describe Request:</b>			
Credit application needed to purchase skate park paint at discount rate directly from Manufacturer.			
<b>List Supporting Documentation Provided:</b>			
Diamond Vogel Commercial Business Account Credit Application			
<b>Who will present the request?</b>			
<b>Name:</b>	Chip Orner, Parks Superintendent	<b>Telephone:</b>	317-736-3689

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*



**COMMERCIAL**  
Business Account  
**CREDIT APPLICATION**

IMPORTANT: COMPLETE ALL INFORMATION  
to speed your application review time.

FOR DIAMOND VOGEL® USE ONLY

Store Location \_\_\_\_\_  
Store Number \_\_\_\_\_ Customer No. \_\_\_\_\_  
Salesperson \_\_\_\_\_ Date \_\_\_\_\_

BUSINESS NAME Franklin OR D/B/A "DOING BUSINESS AS" \_\_\_\_\_

MAILING ADDRESS SHIPPING ADDRESS  
Address \_\_\_\_\_ P.O. Box \_\_\_\_\_ Address \_\_\_\_\_  
City/State \_\_\_\_\_ ZIP \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_

PREVIOUS ADDRESS - IF LESS THAN 3 YEARS FROM CURRENT ADDRESS  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ CELL PHONE NO. \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

TYPE OF OWNERSHIP LINE OF BUSINESS PRODUCT MFG?  
☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Other \_\_\_\_\_ ☐ Yes ☐ No

TAX I.D. NUMBER SALES TAX EXEMPT?  
Federal I.D. Number \_\_\_\_\_ Note: If exempt from sales tax, attach a copy of sales tax exemption certificate. Number of years in this business? \_\_\_\_\_ Number of years at present address? \_\_\_\_\_

ANNUAL PAINT PURCHASE ESTIMATE ESTIMATE MONTHLY CREDIT NEEDS  
Dollars \$ \_\_\_\_\_ Are purchase orders required? ☐ Yes ☐ No Low Month \$ \_\_\_\_\_ High Month \$ \_\_\_\_\_

OWNERS AND/OR PRINCIPALS  
1. Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Spouse's Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_  
2. Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Spouse's Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_  
3. Name \_\_\_\_\_ Social Security Number \_\_\_\_\_ Spouse's Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_

BANK REFERENCE TYPE OF BANK ACCOUNTS  
Name of Bank \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Account Number \_\_\_\_\_ ☐ Checking  
Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_ Name of Loan Officer \_\_\_\_\_ ☐ Savings  
\$ \_\_\_\_\_ Loan Balance ☐ Loan

PAINT SUPPLIER REFERENCES OTHER CREDIT REFERENCES  
1. Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
2. Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
1. Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
2. Name \_\_\_\_\_ Address \_\_\_\_\_ City/State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Names of those authorized to make purchases: \_\_\_\_\_

In the event that the credit applied for is granted, I (we) agree to keep my account balance below the credit limit you assign to my account, and to pay all charges within 30 days, I (We) agree to pay 1 1/2% (\$0.50 Minimum) finance charges per month (up to 20% Annual Compound Rate) on the amount that may become past due on my account. I (We) further agree to indemnify and hold "DIAMOND VOGEL" harmless against all expenses, loss, damage or injury, including reasonable attorney fees incurred in collection in the above obligation. I (We) further agree that DIAMOND VOGEL® may contact any source necessary to determine my (our) credit and financial responsibility, now or at any time in the future, as it deems necessary.

THE ABOVE INFORMATION IS TRUE AND CORRECT AND I HAVE RECEIVED A COPY.  
A FAXED APPLICATION WILL BE DEEMED AS THE ORIGINAL TO EACH CREDIT APPLICATION.

DATE AUTHORIZED SIGNATURE TITLE  
\_\_\_\_\_  
DATE PARTNER/CO-APPLICANT'S SIGNATURE TITLE  
\_\_\_\_\_  
Remarks:  
SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

FOR DIAMOND VOGEL® USE ONLY  
Date Investigated \_\_\_\_\_ Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Credit Limits \_\_\_\_\_ Disapproved by \_\_\_\_\_ Date \_\_\_\_\_  
Date Application Received \_\_\_\_\_

## TERMS AND CONDITIONS

### FINANCE CHARGES

All accounts are due 30 days from date of purchase. A finance charge is imposed at a rate of 1 1/2% per month (annual compounded percentage rate of up to 20%) on the full past due amount, with a minimum finance charge of \$0.50 per month in all states.

### LIMITATION OF LIABILITY

Seller warrants that products designated, when delivered, conform to sample. This transaction is made upon the condition and agreement that there have been no representations or undertakings made by or on behalf of manufacturer and/or seller, and that there are no guarantees or warranties, express implied in fact or by law or of merchantability except as contained in writing here in.

### LIMITATION OF BUYER'S REMEDY

In as much as many factors beyond our control are involved in the use and application of our products, such as method of application, experience of workmen and climatic and surface conditions, the company cannot and does not, either expressly or impliedly, warrant or guarantee for it, the performance of its products on any job beyond the purchase price of the material itself.

It is agreed that the buyer's remedy for any breach is limited to returning the unused portions of the goods and recovering the purchase price of those goods. It is expressly agreed that this is the sole and exclusive remedy available to the buyer, our liability for incidental and consequential damages arising out of sales transaction is hereby specifically excluded. The buyer assumes all risks of handling and use, whether in accordance with the directions or not.

### LIMITATION OF ACTIONS

In accordance with the Uniform Commercial Code, the applicable statute of limitations is one (1) year. Buyer must commence any actions arising out of this contract of sale within one (1) year after tender of delivery is made.

### RETURN OF GOODS

No goods may be returned to seller for any reason without seller's permission. When goods are returned for reasons other than seller's error in filling a buyer's order, the buyer will receive credit in the amount of the billed price of the goods returned, less a handling charge of 10% or more depending on the age of goods returned to seller. The goods are to be shipped by the buyer to seller's warehouse as designated by seller. A copy of the invoice must accompany all returns.

**COLORADO**  
(721) Boulder, CO 80301  
Phone: (303) 442-7452  
(730) Colorado Springs, CO 80909  
Phone: (719) 473-6982  
(701) Denver, CO 80218-3211  
Phone: (303) 333-3117 (Office)  
(702) Phone: (303) 333-4499 (Store)  
(745) Ft. Collins, CO 80524  
Phone: (970) 482-7284  
(747) Fort Morgan, CO 80701  
Phone: (970) 867-5636  
(751) Grand Junction, CO 81504  
Phone: (970) 243-2296  
(753) Greeley - Evans, CO 80620  
Phone: (970) 339-9300  
(705) Lakewood, CO 80215  
Phone: (303) 233-2863  
(707) Littleton, CO 80122  
Phone: (303) 798-7453  
(764) Longmont, CO 80501  
Phone: (303) 776-0622  
(787) Loveland, CO 80537  
Phone: (970) 593-6320  
**ILLINOIS**  
(613) Bloomington, IL 61701-8925  
Phone: (309) 829-1414  
(630) Peoria, IL 61602  
Phone: (309) 837-3480  
**IOWA**  
(203) Ames, IA 50010  
Phone: (515) 232-1057  
(601) Burlington, IA 52601-0247  
Phone: (319) 754-8408 (Factory)  
(602) Phone: (319) 753-5846 (Store)  
(210) Cedar Falls, IA 50613  
Phone: (319) 277-0375  
(212) Cedar Rapids - Hiawatha, IA 52404  
Phone: (319) 365-6901  
(507) Council Bluffs, IA 51501  
Phone: (712) 325-0687  
(221) Davenport, IA 52807  
Phone: (563) 391-2200  
(224) Des Moines, IA 50312  
Phone: (515) 255-3500  
(227) Dubuque, IA 52001  
Phone: (563) 583-6162  
(233) Fort Dodge, IA 50501  
Phone: (515) 576-3154  
(252) Iowa City, IA 52240  
Phone: (319) 337-9643  
(262) Marshalltown, IA 50158  
Phone: (641) 753-5222 (Store)  
(201) Phone: (641) 753-6617 (Factory)  
(270) Mason City, IA 50401  
Phone: (641) 424-3012

(277) Newton, IA 50208  
Phone: (641) 792-5847  
(101) Orange City, IA 51041-0080  
Phone: (712) 737-4993 (Factory)  
(278) Orange City, IA 51041  
Phone: (712) 737-4971 (Store)  
(285) Sioux City, IA 51103  
Phone: (712) 255-8063  
(289) Spencer, IA 51301  
Phone: (712) 262-4016  
**KANSAS**  
(445) Topeka, KS 66608  
Phone: (785) 293-9111  
(460) Wichita, KS 67217-1321  
Phone: (316) 264-6353  
**MINNESOTA**  
(809) Duluth, MN 55812  
Phone: (218) 728-4477  
(257) Mankato, MN 56001  
Phone: (507) 625-6161  
(801) Minneapolis, MN 55411  
Phone: (612) 521-4707 (Factory)  
(802) Phone: (612) 521-4707 (Store)  
(281) Rochester, MN 55901  
Phone: (507) 288-4128  
(813) St. Cloud, MN 56301  
Phone: (320) 251-6250  
(807) St. Paul - Maplewood, MN 55109  
Phone: (651) 490-9434  
(821) Wilmar, MN 56201  
Phone: (320) 231-2699  
(295) Worthington, MN 56187-0825  
Phone: (507) 376-5727  
**MISSOURI**  
(435) Chillicothe, MO 64601-0754  
Phone: (660) 646-4122  
(437) Columbia, MO 65203  
Phone: (573) 256-7400  
(401) Lee's Summit, MO 64063  
Phone: (816) 246-0555  
**NEBRASKA**  
(511) Columbus, NE 68601  
Phone: (402) 564-1960  
(522) Fremont, NE 68025  
Phone: (402) 727-6150  
(533) Grand Island, NE 68801  
Phone: (308) 362-5895  
(548) Kearney, NE 68847  
Phone: (308) 237-1120  
(550) Lincoln, NE 68516 (S. 57th St.)  
Phone: (402) 423-2501  
(191) Lincoln, NE 68524 (Van Sickle)  
Phone: (402) 476-6558

(565) McCook, NE 69001  
Phone: (308) 345-3580  
(574) Norfolk, NE 68701  
Phone: (402) 371-0493  
(501) Omaha, NE 68127-0600 (L. St.)  
Phone: (402) 592-2400 (Store)  
(505) Omaha, NE 68134 (Maple St.)  
Phone: (402) 571-1872  
(784) Scottsbluff, NE 69361  
Phone: (308) 632-2314  
**NEW MEXICO**  
(715) Albuquerque, NM 87102  
Phone: (505) 243-1000  
(742) Farmington, NM 87401  
Phone: (505) 325-9851  
(781) Santa Fe, NM 87505-3946  
Phone: (505) 963-8113  
**NORTH DAKOTA**  
(827) Bismarck, ND 58504  
Phone: (701) 751-4024  
(810) Fargo, ND 58103  
Phone: (701) 293-9105  
**OKLAHOMA**  
(645) Tulsa, OK 74116  
Phone: (918) 425-0203  
**SOUTH DAKOTA**  
(825) Aberdeen, SD 57401  
Phone: (605) 725-4118  
(287) Sioux Falls, SD 57105  
Phone: (605) 334-2051  
(775) Rapid City, SD 57701  
Phone: (605) 348-6685  
(293) Watertown, SD 57201  
Phone: (605) 895-2540  
**WISCONSIN**  
(207) Appleton, WI 54913  
Phone: (920) 739-3559  
(249) Green Bay, WI 54303-1842  
Phone: (920) 497-7084  
(255) Madison, WI 53718  
Phone: (608) 222-7722  
(273) Milwaukee - Butler, WI 53007  
Phone: (262) 373-0667  
(283) Sheboygan, WI 53081  
Phone: (920) 458-2186  
**WYOMING**  
(726) Casper, WY 82604  
Phone: (307) 577-0172

## ACKNOWLEDGEMENT

I, the undersigned, of \_\_\_\_\_ have received (1) a copy of the Diamond

(Applicant's/Company Name)

Vogel® Sales Credit Application and (2) a copy of Terms and Conditions from Diamond Vogel®, and state that I have read such and agree to the above Terms and Conditions.

Dated \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_