



Goshen Common Council

6:00 p.m. September 7, 2021 Regular Meeting

Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll: Megan Eichorn (District 4) Julia King (At-Large) Jim McKee (District 1)
Doug Nisley (District 2) Gilberto Pérez, Jr. (District 5) Matt Schrock (District 3)
Council President Brett Weddell (At-Large) Youth Advisor Adrian Mora (Non-voting)

Approval of Minutes – August 17, 2021

Approval of Meeting Agenda

Privilege of the Floor

Presentation Aaron Kingsley and Solid Waste Disposal

- I. **Public Hearing**
- II. **Ord. 5094** (1st/2nd Reading) Additional Appropriation
- III. **Res. 2021-27** Transfer of Funds to the Rainy Day Fund
- IV. **Ord. 5095** (1st/2nd Reading) Authorizing Preapproved Payments for Certain Expenses
- V. **Ord. 5096** (1st Reading) An Ordinance of the City of Goshen, Indiana, authorizing the issuance and sale of bonds of the City for the purpose of providing funds to be used for the costs of the acquisition, renovation and construction of City administration buildings, office space and infrastructure, together with all necessary appurtenances, related improvements, equipment and incidental expenses in connection therewith
- VI. **Ord. 5097** (1st Reading) An Ordinance of the City of Goshen Appropriating the Proceeds of the General Obligation Bonds of 2021
- VII. **Ord. 5098** (1st/2nd Reading) Approving the Transaction of Lease/Purchase Agreement for a Combination Sewer Truck and Lease Document
- VIII. Appointment of new Council Member to Plan Commission

Elected Official Reports

Adjournment



Minutes of the Common Council – Regular Meeting of Aug. 17, 2021

6:00 p.m. Council Chambers, Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Mayor Jeremy Stutsman called the meeting to order at 6 p.m. and led the Pledge of Allegiance

Present: Julia King (At-Large), Jim McKee (District 1), Doug Nisley (District 2),
Gilberto Pérez, Jr. (District 5), Matt Schrock (District 3),
Council President Brett Weddell (At-Large), Youth Advisor Adrian Mora (Non-voting)

Absent: Megan Eichorn (District 4)

Nisley/McKee moved to approve the minutes of the Aug. 3, 2021 meeting. Passed 6-0

King/Weddell moved to approve the agenda as presented with the exception of moving the Privilege of the Floor from the start of the meeting to just before Elected Official Reports. Passed 6-0.

1. Council Resolution 2021-26 to approve the sale of real estate along West Plymouth Avenue near the Elkhart River

Mayor Stutsman called the agenda item and Council President Weddell asked the Clerk-Treasurer to read the Council Resolution 2021-26 by title only, which was done.

Weddell/McKee moved for passage of Council Resolution 2021-26.

Mayor Stutsman said the resolution called for the city to approve the sale of a small portion of real estate. The resolution called for the sale of 0.103 acres (for \$1,000) and the sale of 0.386 acres (for \$4,326) to the Indiana Department of Transportation for a planned public improvement project – the replacement of the bridge over the Elkhart River on State Road 119 (West Plymouth Avenue) adjacent to Shanklin Park.

Staff explained the sale was requested to work on the bridge and to have access afterward for maintenance. Mayor Stutsman said neither he nor the city Engineering Department objected to the request.

There were no public comments – either in the chamber or online – on the resolution.

Voice vote to pass Council Resolution 2021-26. Passed 6-0.



Privilege of the Floor

Mayor Stutsman reminded the audience that City Council rules limit public comments to three minutes per speaker. He stated that Council President Weddell would be keeping track of time and informing speakers when their time limit had been reached. Council member Nisley requested that members of the public who had previously addressed the council not repeat the same talking points. Council members discussed the length of time to allow for public comments. Weddell said the council would allow 30 minutes for comments and could allow for an additional 30 minutes if needed. Clerk-Treasurer Aguirre provided a sign-up sheet and asked that speakers print their names and their city of residence. Weddell stated that this information was being requested to provide an accurate record of the speakers.

Terry Hartman of Goshen said he wanted to address comments made at recent City Council meetings. Hartman said no council members commented on the bravery of a woman who discussed the positive impact of the Christian faith on her life. He disagreed with two council members who stated that "love is love," adding that only the Bible defines love and it says God is love. He said the Mayor and a few council members said they supported the LGBTQ community, but Hartman said Goshen is not an LGBTQ community. He also stated that Christians don't hate people and that Jesus taught love, acceptance and repentance. Hartman said, "Christians are not anti-people, we're anti-sin, and yes, our own sin as well." Hartman also said, "The last council meeting I got that impression that we were talking about hate, and the inference was that Christians are hateful. That's the impression I got. I just don't think this kind of talk from the council is helpful to our community."

Phillip Crawford of Goshen said that over the past month it appears there has been a battle at City Council and school board meetings and that this has made him unhappy. Crawford said he doesn't want to be the source of division. He said his previous comments were focused on objecting to the cancelled LGBTQ pride event, but not LGBTQ people. Crawford said, "I want to make it clear that we are not coming to attack this community, and the LGBT people that live here. We're expressing our concerns as Christian believers for events like the drag show, because we believe from our Christian standpoint it's unacceptable." Crawford said Christians are not hateful people. Crawford said Christians accept others and believe all are welcome and have rights, "but we are not willing to back down when it comes to issues like drag shows." Crawford also presented council members with a document about the Christian roots of the City of Goshen.

Linda Hartman of Goshen said that for the past few months she has observed poor decorum at council meetings. She said council members should always have "poker faces" when people testify. Instead, Hartman said some council members have demonstrated by their facial expressions that they disagree with speakers and as a teacher and children's pastor, she believes this is unacceptable and unprofessional. She encouraged council members to do better and to seek to represent the entire community.



Brock Richardson of Goshen said that the conservative Christians speaking to the council and school board in recent weeks continue to demand that elected officials violate the separation of church and state and ignore the rights of others. Richardson said, "They forget that no one in this country is obligated by any law to abide by their faith. Scripture or hate speech they dress up as their Bible." Richardson said the council should not enforce homophobic laws to appease a small group. Richardson said, "When equality and diversity is seen in action, we see oppressors complain of being oppressed, or non-tolerated. We should make it clear that tolerance doesn't mean tolerating hate." Richardson said all people, including his family, should be represented. He also cited a case of homophobia when he lived in Michigan.

Jonah L. Farran of Goshen thanked council members King and Perez and Mayor Stutsman for previous email communication. Farran said he is concerned about the sprawl of development in the City of Goshen. Farran said the new intermediate school was built in a remote location that will force more driving by parents taking students to and from school and will discourage students from walking and biking to school. He said new residential and industrial development is also encouraging more vehicle trips, discouraging biking and walking and reducing public transit opportunities. Farran said climate goals are being violated and public safety is being jeopardized by this type of continued development. Farran said the city council should promote policies that encourage mix-used zoning and in-fill development, preserve wetlands and make more improvements for pedestrians and bicyclists.

Pamela Weishaupt of Goshen said she agreed with some of the concerns voiced by Jonah L. Farran. She expressed appreciation for the city's parks, including Fidler Pond Park and the Shoup-Parsons Woods Park and Goshen Dam. Weishaupt also said this is a difficult time and that the community is sorting through difficult issues. Weishaupt also asked how the city evaluates or determines whether to approve development proposals. She also asked how the city determines whether to use any public funds as part of development proposals.

Mayor Stutsman said he would reach out to Pamela Weishaupt by email and explain the process.

Pamela Weishaupt thanked the mayor. She added that at a recent City Council meeting, a speaker discussed adding fluoride to city water. Weishaupt said she has concerns about this idea and would like more discussion about this. She also thanked City Council members for all they are doing.

Robert Waldusky of Goshen said Christians are not haters. He cited Biblical scripture that stated that people were punished in Sodom and Gomorrah, not because of who they were, but because they committed criminal offenses, disobeyed God, and were prideful. Waldusky said council members have been prideful and have disregarded citizen concerns about development, traffic, and other matters. Waldusky said residents are aware of how the council has acted and that he and others plan to share videos of council members to the public.



Lori Arnold of Goshen asked if video of City Council meetings is made available to those who cannot attend or watch the live Zoom video.

Mayor Stutsman asked city Communications Coordinator Sharon Hernandez to respond. Hernandez said audio recordings are posted online after they are processed, but not videos. The Mayor said the large size of video files has made it difficult to post videos of council meetings.

Lori Arnold asked how long it takes to post audio recordings of council meetings. She said it appeared council minutes have not been posted on the city's website since 2019.

Mayor Stutsman said he could not state what minutes are available on the city's website, but said anyone can contact the city and get copies of the minutes of City Council meetings. He said he would check on the council minutes on the website.

Emily Bush-Pearson of the city Clerk-Treasurer's Office said that members of the public can view or obtain copies of council minutes by contacting the Clerk-Treasurer's Office. She said the office was in the process of posting more council minutes on the city's website.

Lori Arnold said she and others testifying over the past month at council meetings continue to have concerns about the canceled youth drag show and the threat of Antifa targeting conservative citizens and businesses in Goshen. Arnold said, "While you have all voiced your support for the LGBT, none of you have addressed these two issues. Please don't be deceived into believing this is just an attack on the gay community by hateful Christians." Arnold said that "as a non-Christian, bisexual woman, who has spent hours speaking with many of these Christians that could not be further from the truth." Arnold condemned sexualizing children and hate group violence. Arnold said the mayor and council members should take these matters seriously. She said, "We will continue to bring them before you until you do." Arnold also said she believes Goshen Community Schools will be implementing a mask requirement for students, as soon as this coming Monday, and that she and many others would object.

Mayor Stutsman said that the City of Goshen has no role in requiring masks. All previous mask mandates were ordered by the state and the county. Mayor Stutsman also asked those who testified what exactly they were asking the City Council to do – pass a resolution or ordinance?

Janet Waldusky of Goshen said the council, as the city's governing body, should take action to protect children. Waldusky said that the City Council should work with the Goshen schools superintendent to protect children. She said society doesn't allow sex offenders and child molesters to be near children. Waldusky also said the council should pass a resolution and legislation to protect children.

Mayor Stutsman pointed out that 30 minutes of public comments had now passed. He and council members discussed allowing others to speak. Mayor Stutsman asked if anyone else wanted to speak.



Lori Arnold said she wanted to respond to Mayor Stutsman's question. She said, "One thing you can do is you could disavow Antifa. That's a real simple thing that all of you could do – disavow Antifa." Arnold said Antifa is a hate group that has been active in Goshen and has attacked store owners in Goshen. She said, "That is unacceptable. Why can't any of you say anything about it? We want you to be speaking up."

Council member King asked if anyone in city government was aware of such Antifa activity. Mayor Stutsman asked Assistant Police Chief Shawn Turner if there was any evidence that Antifa was active in the city. Stutsman said he does not support Antifa.

Assistant Police Chief Turner said, "We have nothing to substantiate a group as Antifa that is in Goshen. We have anecdotal comments, people making statements, that seem to attribute activities to Antifa, but there is no intelligence that I'm aware of an organized group that exists in Goshen under the heading Antifa."

Council member King said that Antifa is short for anti-fascist, and said she did not support fascists, either. Mayor Stutsman responded, "I don't either. I think we can all agree we don't support that."

Council member Nisley said he didn't support any hate group, regardless what it was. He said that if there is a hate group in Goshen, he would expect the city would take swift action against it.

Council member King said that if large numbers of people had come to a council meeting and criticized Christians, she would have said publicly that she stood with her Christian neighbors instead. King stated that she conveyed this to Phillip Crawford after the first council meeting, when people first objected to the canceled drag show. She also said it is sad when one segment of the community opposes another.

Council member Nisley said that if Antifa or another group is causing problems, people should file complaints, and he is confident Goshen Police will respond. Nisley said, "We can't just go to people's doors and knock on their door and say, 'Hey, you're Antifa. We're coming after you.' We can't do that. So, we need to have the proof that this is going on." Nisley said he has yet to hear an answer to the Mayor's question of what people want the City Council to do about the canceled drag show. Nisley said, "We're bound by our state Constitution. We can't just make a law up out of our head to go after people."

Responding to council member Nisley, Council member King said the council is not an enforcement body. Youth Adviser Mora, in response, said empirical evidence is tangible and anecdotal evidence is not.

Mayor Stutsman noted that three Police Chiefs were present for the meeting and that he is grateful for all they do for the community. The Mayor said that he knows they are responsive to all community concerns.

Mayor Stutsman said that he has great respect for Assistant Chief Turner and he apologized that someone in the audience called Turner a "liar" during his comments about Antifa. Stutsman said, "That was very disrespectful ... and I appreciate you and I'm proud to serve with you."

Mayor Stutsman closed the Privilege of the Floor at 6:46 p.m.



Elected Official Reports

Council President Weddell said the city Redevelopment Commission met last week and received a nice presentation on the downtown River District Plan. Weddell said council members Schrock and Eichorn served on the group that developed the plan. Weddell said the commission also heard from parties proposing the Indiana Avenue Apartments proposal.

Council member Schrock reported on the East Goshen Neighborhood Association gathering, which was a success. Schrock reported that the Park Board met last Monday night and discussed various matters, including Allan Kauffman Park and Abshire Park. Schrock also said the two neighborhood associations in his district, Chamberlain and East Goshen, would appreciate more public involvement.

Council member Pérez thanked city employees for their good work last week responding to the storm damage. City crews were out by 6:30 or 7 a.m. helping residents. Perez said his neighborhood lost trees, branches and electrical power. One on his neighbors with electricity offered the use of a refrigerator to store food for neighbors who lost power. Perez said it was a good example of neighbors helping neighbors. He said city employees did the same.

Mayor Stutsman said employees from many city departments, including Parks, Streets and Cemeteries, went out early and responded to the storm damage and made sure people were safe. Stutsman said NIPSCO was great to work with. Police and Fire were also busy. Stutsman said he also he heard many stories of neighbors helping neighbors and was proud to be part of Goshen.

Council member Nisley said the West Goshen Neighborhood Association had a successful picnic over the weekend and Council member King was present. Nisley said neighbors would like to have an open air pavilion at their park. Nisley said he would like the city to explore this possibility. Mayor Stutsman said he would raise the possibility with the Parks Department.

Council President Weddell said that after the last City Council meeting, city Planning & Zoning Administrator: Rhonda Yoder informed him that the City Council will need to appoint a new member to the city Plan Commission after Council member Jim McKee leaves the council. It will be for a four-year term, ending in 2023 Weddell said he hopes this can be decided at the next City Council meeting. Mayor Stutsman said he would make sure this is on the agenda. Council members King and Nisley indicated that they both would be interested in serving on the city Plan Commission.

Clerk-Treasurer Aguirre said he wanted to make some comments because he missed the last council meeting, when Council member McKee's said he would be stepping down from the council. Aguirre said he wanted to thank and congratulate McKee for his superlative service as a council member. Aguirre thanked McKee for his kindness and respectful conduct over the years despite being from a different political party than Aguirre. He also thanked McKee for his service to the city.



Council member McKee responded: "There's never any reason why you shouldn't be nice to people no matter what politics you are. Just be nice to people."

Aguirre also said he wanted to thank city staff for their response to the storm. He said many city employees worked extra hours and over the weekend.

Mayor Stutsman the city is exploring the purchase of generators for City Hall and the City Annex. He said the city is seeking quotes to purchase generators so city work can continue during power outages,

Mayor Stutsman also reported that Clerk-Treasurer Aguirre had to decide quickly in June whether to pursue appointment as Clerk-Treasurer when the position became vacant. Stutsman said Aguirre had previously scheduled a vacation to California. After being appointed, Stutsman said Aguirre felt badly that he would be taking a vacation so quickly after being appointed. In response, Stutsman said Aguirre decided to donate some of the salary he received to the city Fire and Police Departments. Stutsman thanked Aguirre.

Council member Pérez said a Parkside Neighborhood Association resident told him that homes frequently lose power during storms. The neighbor suggested that generators be purchased for some areas. Pérez said it would be good for the city to consider buying generators for select neighborhoods. Council member King said that extra heating and cooling options would be a good related idea.

Nisley/King moved to adjourn the meeting.

Mayor Stutsman adjourned the meeting at 7:01 p.m.

APPROVED: _____
Jeremy P. Stutsman, Mayor of Goshen

ATTEST: _____
Richard R. Aguirre, City Clerk-Treasurer

ORDINANCE 5094

Additional Appropriation

WHEREAS it has been determined that it is necessary to appropriate more money than the amount appropriated in the current year’s annual budget.

WHEREAS pursuant to notice given, the Goshen Common Council conducted a public hearing on the proposed additional appropriation.

NOW THEREFORE, BE IT ORDAINED that Goshen Common Council makes the following additional appropriation of money in excess of the current year’s budget for the fund(s) named:

General Fund

101-510-00-452.0004 General / Transfers Out \$500,000

Economic Development Income Tax Fund

218-560-00-431.0502 EDIT Tax / Chamber of Commerce \$30,000

PASSED by the Goshen Common Council on _____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2021, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2021.

Jeremy P. Stutsman, Mayor

COUNCIL RESOLUTION 2021-27

TRANSFER OF FUNDS TO THE RAINY DAY FUND

WHEREAS the City of Goshen has established a Rainy Day Fund pursuant to the provisions of Indiana Code § 36-1-8-5.1.

WHEREAS the Goshen Common Council wishes to transfer certain funds into the Rainy Day Fund.

WHEREAS there is an unobligated cash balance from 2021 in the General Fund. The amount to be transferred does not exceed ten percent (10%) of the City's total annual budget adopted under Indiana Code § 6-1.1-17 for the current year, is not from a debt service fund, and the transfer is not otherwise prohibited by law.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Common Council that the following funds shall be transferred to the Rainy Day Fund:

<u>Fund Name</u>	<u>Amount</u>
General Fund	\$500,000

BE IT FURTHER RESOLVED that this transfer to the Rainy Day Fund shall be reported to the Department of Local Government Finance.

PASSED by the Goshen Common Council on September ____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on September ____, 2021, at _____ a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on September ____, 2021.

Jeremy P. Stutsman, Mayor

ORDINANCE 5095

Authorizing Preapproved Payments for Certain Expenses

WHEREAS it is sometimes necessary to pay an invoice or bill for certain expenses prior to receiving the approval of the board having jurisdiction over the allowance of the payment of the claim.

WHEREAS Indiana Code § 36-4-8-14 permits a legislative body to adopt an ordinance to authorize the fiscal officer to make claim payments in advance of board allowance for certain general categories of types of expenses.

WHEREAS Indiana Code § 36-4-8-14 further requires the board having jurisdiction over the allowance of the claim payments to approve in writing the general categories of types of expenses that the fiscal officer is authorized to make prior to the board's allowance.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Goshen that:

- (A) In accordance with Indiana Code § 36-4-8-14 and subject to the City board approval under paragraph (B), the City's fiscal officer is authorized to pay claims, as invoices or bills for the expenses are received prior to allowance by the board, for the following general categories of types of expenses:
- (1) Property or services purchased or leased from the United States government, its agencies, or its political subdivisions.
 - (2) License or permit fees.
 - (3) Insurance premiums.
 - (4) Utility payments or utility connection charges.
 - (5) General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced.
 - (6) Grants of state funds authorized by statute.
 - (7) Maintenance or service agreements.
 - (8) Leases or rental agreements.
 - (9) Bond or coupon payments.
 - (10) Payroll.
 - (11) State, federal, or county taxes.
 - (12) Expenses that must be paid because of emergency circumstances.

- (13) GPD Proactive Investigative Team expenses.
 - (14) Real estate purchase or sale expenses in accordance with a previously approved agreement.
 - (15) Security deposit refunds in accordance with a previously approved agreement.
 - (16) Surety releases in accordance with a previously approved agreement.
 - (17) Credit card payments, but only when prior board approval cannot be obtained so as to avoid payment of interest charges and late fees.
- (B) The City board having jurisdiction over the allowance of the claim payments shall give the fiscal officer written approval to pay claims, as invoices or bills for the expenses are received prior to allowance by the board, for any or all of the general categories of types of expenses set forth in paragraph (A).
- (C) Each payment of expenses authorized pursuant to this ordinance must be supported by a fully itemized invoice or bill for the claim, and be audited and certified as true and correct by the fiscal officer.
- (D) The City board having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the preapproved payment of the expense.
- (E) All ordinances and parts of ordinances inconsistent or in conflict with the terms of this ordinance are repealed to the extent of the inconsistency or conflict.
- (F) This ordinance shall be in full force and effect from and after its passage, approval and adoption according to the laws of the State of Indiana.

PASSED by the Goshen Common Council on _____, 2021.

 Presiding Officer

ATTEST:

 Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2021, at _____ a.m./p.m.

 Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2021.

 Jeremy P. Stutsman, Mayor

ORDINANCE NO. 5096

An Ordinance of the City of Goshen, Indiana, authorizing the issuance and sale of bonds of the City for the purpose of providing funds to be used for the costs of the acquisition, renovation and construction of City administration buildings, office space and infrastructure, together with all necessary appurtenances, related improvements, equipment and incidental expenses in connection therewith

WHEREAS, the City of Goshen, Indiana ("City") is authorized by IC 36-4-6-19 as in effect on the date of issuance of the bonds authorized herein ("Act") to issue bonds to procure moneys to be used in the exercise of the powers of the City and for the payment of City debts; and

WHEREAS, the Common Council of the City ("Council") now determines that it is necessary and a proper exercise of the powers of the City to finance the costs of the acquisition, renovation and construction of City administrative buildings, office space and infrastructure, together with all necessary appurtenances, related improvements, equipment and incidental expenses in connection therewith ("Project"); and

WHEREAS, based upon the advice of the consultants for the City on the Project, the Council has determined that the estimated cost of the Project and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds to finance the Project will be in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000); and

WHEREAS, the Council finds that the cost of the Project will be financed by the issuance of bonds in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of providing funds to be applied to the Project, and that the bonds in such amount should now be authorized; and

WHEREAS, the Council has been advised that it may be cost efficient to purchase municipal bond insurance for the bonds authorized herein; and

WHEREAS, the Council has been advised that the total cost of the Project authorized herein will not exceed the lesser of: (i) \$5,575,689; or (ii) the greater of (a) one percent (1%) of the total gross assessed value of property within the City on the last assessment date, or (b) \$1,000,000, and, therefore, the bonds will not be issued to fund a controlled project as defined in IC 6-1.1-20-1.1; and

WHEREAS, the certified assessed valuation of taxable property in the City, as shown in the last final and complete assessment which was made in the year 2020 for state and county taxes collectible in the year 2021, is \$1,384,643,991 and the outstanding indebtedness counting towards the City's two percent constitutional debt limit is in the amount of \$0.00, excluding the bonds authorized herein; such assessment and outstanding indebtedness amounts shall be verified at the time of the payment for and delivery of the bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THAT:

Section 1. Determination to Proceed; Authorization and Details of Bonds. (a) The Council shall proceed to undertake the Project.

(b) In order to procure funds with which to pay the costs of the Project, including the costs of issuance of the bonds on account of the Project, the Clerk-Treasurer is authorized and directed to have prepared and to issue and sell the bonds of the City, to be designated as "General Obligation Bonds of ____" (to be completed with the year in which issued), in an aggregate principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) ("Bonds") in accordance with the Act.

(c) The Bonds shall be sold at a price of not less than 99% of the par value thereof, and issued in fully registered form in denominations of either \$5,000 or integral multiples thereof or minimum denominations of \$100,000 and integral multiples of \$5,000 thereafter. The Bonds shall be numbered consecutively from 1 upward and shall bear interest at a rate or rates not to exceed five percent (5%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on February 1 and August 1 of each year, commencing no earlier than February 1, 2022. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on February 1 or August 1 of each year with a final maturity date no later than February 1, 2033 and in such amounts which will either (i) produce as level annual debt service as practicable which assumes \$5,000 denominations, or (ii) produce as level annual debt service as practicable which assumes \$5,000 denominations, but also takes into account the annual debt service for other obligations of the City which are payable from property taxes.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities of February 1 or August 1 on the dates and in the years as determined by the successful bidder, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined in accordance with the above paragraph.

(d) The Clerk-Treasurer is authorized and directed to appoint a qualified banking institution to serve as Registrar and Paying Agent ("Registrar" or "Paying Agent") for the Bonds,

which shall be charged with the responsibility of authenticating the Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with such bank as will enable the bank to perform the services required of a Registrar and Paying Agent. The Clerk-Treasurer is further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the City and the successful bidder for the Bonds, the Clerk-Treasurer may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the fifteenth day of the month preceding an interest payment date ("Record Date"), to 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 such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, 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 City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) The Bonds shall bear an original date which shall be their issue date and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full. Notwithstanding anything to the contrary herein, the Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Bonds or earlier payment in full of the Bonds.

(h) The Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk-Treasurer. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) The Bonds may be redeemable at the option of the City no sooner than five (5) years after their date of issuance, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with no premium, plus in each case accrued interest to the date fixed for redemption. The exact redemption dates shall be established by the Clerk-Treasurer with the advice of the City's municipal advisor prior to the sale of the Bonds.

Any Bonds issued as term bonds, upon election of the successful bidder, shall be subject to mandatory sinking fund redemption on February 1 or August 1 at 100% of face value in accordance with the maturity schedule hereinafter determined in accordance with paragraph (c). The Registrar shall credit against the mandatory sinking fund requirement for any term bonds, and any corresponding mandatory redemption obligation, in the order determined by the City, any term bonds maturing on the same date which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the City and not theretofore applied as a credit against any redemption obligation. Each term bond so delivered or canceled shall be credited by the Registrar at 100% of the principal amount thereof against the mandatory sinking fund

obligation on such mandatory redemption date for that term bond. Any excess of such amount shall be credited on future redemption obligations, and the principal amount of that term bond to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced.

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

In either case, notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the City. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest and redemption premium, if any, to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bonds or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust

with the Paying Agent for payment, and the City shall have no further obligation or liability in respect thereto.

(j) The City has determined that it may be beneficial to the City to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered Bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such

number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Form of Bond. The form of the Bonds shall be substantially as follows:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Goshen, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

STATE OF INDIANA

COUNTY OF ELKHART

CITY OF GOSHEN, INDIANA
GENERAL OBLIGATION BOND OF _____

[INTEREST [MATURITY ORIGINAL AUTHENTICATION
 RATE] RATE] DATE DATE [CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Goshen, Elkhart County, Indiana ("City"), acknowledges itself indebted, and for value received hereby promises to pay, to the Registered Owner or registered assigns, the Principal Sum set forth above [on the Maturity Date set forth above] **OR** [on February 1 and August 1 on the dates and in the amounts as set forth on Exhibit A attached hereto] [(unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided)], and to pay interest hereon until the City's obligation with respect to the payment of the Principal Sum shall be discharged at the rate[s] per annum [specified above] **OR** [set forth on Exhibit A attached hereto] from the interest payment date immediately preceding the date of authentication of this bond unless this bond is authenticated on or before _____ 15, 20__, in which case interest shall be paid from the Original Date or unless this bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on the first day of February and August each year, commencing _____ 1, 20__.

The principal of and premium, if any, on this bond are payable at the principal office of _____ in the _____ of _____, _____ ("Paying Agent" or "Registrar"). Interest on this bond shall be paid by check mailed by first class mail one business day prior to the interest payment date, to the Registered Owner, as of the fifteenth day of the month preceding an interest payment date, to 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. [Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection

with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond.] If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on this bond shall be made in any coin or currency of the United States of America, which on the dates of such payment shall be legal tender for the payment of public and private debts.

This bond is a general obligation of the City. The City covenants that it will cause a property tax for the payment of the principal of and interest on this bond to be levied, collected, appropriated and applied for that purpose as set forth in IC 6-1.1-18.5-8. The bonds are subject to IC 6-1.1-20.6 regarding certain tax credits and the State of Indiana intercept of funds to pay debt service on the bonds.

This bond is [the only] one of an authorized issue of bonds of the City[, of like date, tenor and effect, except as to numbering, interest rate and date of maturity]; designated "General Obligation Bonds of ____" aggregating _____ Dollars (\$ _____); numbered consecutively from 1 upward; issued for the purpose of procuring funds to be applied on the costs of the acquisition, renovation and construction of City administrative buildings, office space and infrastructure, together with all necessary appurtenances, related improvements, equipment and incidental expenses in connection therewith and on account of the issuance of bonds therefor, which bonds are issued pursuant to a bond ordinance adopted by the Common Council of the City, on the _____ day of _____, 2021 ("Ordinance"), authorizing the issuance and sale of bonds of the City and Title 36, Article 4, Chapter 6, Section 19 of the Indiana Code as in effect on the date of issuance of this bond.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the office of the Registrar, by the Registered Owner or by its 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 its attorney duly authorized in writing, 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 to the Registered Owner, as the case may be, in exchange therefor. The City, the Registrar and the 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 due hereon.

[The bonds of this issue maturing on and after _____ 1, 20__ are redeemable at the option of the City, on _____ 1, 20__, or any date thereafter, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value together with no premium, plus in each case accrued interest to the date fixed or redemption.]

[The bonds maturing on _____, 20____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Term Bond</u>	
<u>Date</u>	<u>Amount</u>

*

* Final Maturity

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of redemption. If less than an entire maturity is called for redemption, the bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless said notice is waived by the registered owner of this bond. Any notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. 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, including interest accrued to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any bond shall not affect the validity of any proceedings for redemption of other bonds.]

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with that bank for payment, and the City shall have no further obligation or liability in respect thereto.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

THE OWNER OF THIS BOND, BY THE ACCEPTANCE OF THIS BOND HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The bonds are subject to defeasance prior to redemption or payment as provided in the Ordinance. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Common Council in its sole discretion, determines that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$5,000 or integral multiples thereof] **OR** [\$100,000 and any integral multiple of \$5,000 thereafter] not exceeding the aggregate principal amount of the bonds maturing in such year. [The sale or transfer of this bond in principal amounts of less than \$100,000 is prohibited other than through a primary offering.]

It is hereby certified, recited and declared 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; that this bond and the total issue of the bonds is within every limit of indebtedness as prescribed by the constitution and laws of the State of Indiana.

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

IN WITNESS WHEREOF, the City of Goshen, Elkhart County, Indiana, has caused this bond to be executed in the name of the City by the manual or facsimile signature of its Mayor, the seal of the City or a facsimile thereof to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Clerk-Treasurer.

CITY OF GOSHEN, INDIANA

By: _____
Jeremy P. Stutsman, Mayor

(SEAL)

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Ordinance.

_____, as Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____
[PLEASE INSERT SOCIAL

SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____] the within bond and does hereby constitute and appoint _____, attorney, to transfer the bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

(Registered Owner)

Signature guaranteed:

NOTICE: The signature(s) to 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 whatsoever.

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The following abbreviations, when used in the inscription of the face of the within 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.TRAN.MIN.ACT _____ Custodian _____
 (Cust) (Minor)
 under Uniform Transfer to Minors Act

(State)

Additional abbreviations may also be used though not in list above

[EXHIBIT A]

(end of bond form)

Section 3. Sale of Bonds. (a) Prior to the sale of the Bonds, the Clerk-Treasurer may cause to be published either (i) a notice of such sale, or (ii) a notice of intent to sell bonds in the

Court & Commercial Record and/or the *Goshen News*. A notice or summary notice of sale may be published in the *Court & Commercial Record* or *The Bond Buyer*, financial journals published in the City of Indianapolis and in the City and State of New York, respectively, in the discretion of the Clerk-Treasurer. The notice shall state the purpose for which the Bonds are being issued, the total amount of the Bonds, the maximum rate of interest on the Bonds, the time and place of payment, the terms and conditions on which bids will be received and the sale made, and such other information as the Clerk-Treasurer, upon advice of counsel deemed necessary. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer to guarantee performance on the part of the bidder by 3:30 p.m. (EDT) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the proceeds of such deposit shall become the property of the City and shall be considered as its liquidated damages on account of such default.

Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding five percent (5.0%) or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth ($1/8$) or one-hundredth ($1/100$) of one percent (1%). The rate bid on any maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. The Clerk-Treasurer shall award the Bonds to the highest responsible and qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the City, computing the total interest on all of the Bonds to the maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The Clerk-Treasurer shall have full right to reject any and all bids. If no acceptable bid is

received at the time fixed in the notice for sale of the Bonds, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising, but during such continuation, 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 such sale in the notice. No conditional bid or bid for less than 99% of all of the Bonds will be considered.

Prior to the delivery of the Bonds, the Clerk-Treasurer shall obtain a legal opinion as to the validity of the Bonds from Ice Miller LLP, bond counsel, of Indianapolis, Indiana, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the City Attorney and the services of the City's municipal advisor shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the Bonds prepared by the City's municipal advisor, on behalf of the City, is hereby authorized and approved and the Mayor or the Clerk-Treasurer is authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Clerk-Treasurer is hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission. In the alternative, the City may obtain an investment letter from the purchaser of the Bonds in a form which satisfies state and federal securities laws.

(c) If the City's municipal advisor certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy for the Bonds, the City hereby authorizes and directs the Mayor and the Clerk-Treasurer to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically

advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 4. Preparation of Bonds. The Clerk-Treasurer is hereby authorized and directed to have the Bonds prepared, and the Mayor and the Clerk-Treasurer are hereby authorized and directed to execute the Bonds in a form and manner provided in this ordinance.

Section 5. Defeasance. If, when the 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 Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, if any, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledges created under this ordinance.

Section 6. Deposit and Application of Bond Proceeds; Surplus to Bond Payment Fund. The Clerk-Treasurer is hereby authorized and directed to deposit the proceeds of the Bonds in a separate fund ("Bond Proceeds Fund") to pay for: (1) the cost of the Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the Bond Proceeds Fund may not be used for any

other purpose. The Bond Proceeds Fund shall, in accordance with IC 5-13, be deposited, at interest, with the depository or depositories of other public funds of the City, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with IC 5-1-13, be paid into and become a part of the City's hereinafter defined Bond Payment Fund for the Bonds or to reduce the rate or amount of ad valorem property taxes imposed by the City.

Section 7. Covenant to Levy Tax; Bond Payment Fund. In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all taxable property in the City, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such tax shall be deposited first, before any other deposits of tax revenues by the City, into a separate bond fund ("Bond Payment Fund") and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If the funds deposited into the Bond Payment Fund are then insufficient to meet and pay the principal of and interest on the Bonds as they become due, then the City covenants to transfer other available funds of the City to meet and pay the principal and interest then due on the Bonds.

Notwithstanding any other provision of this ordinance, the City may enter into an agreement with the Registrar and Paying Agent in which the Registrar agrees that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this ordinance, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to principal and interest in

default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

If the Clerk-Treasurer is designated as the Registrar and Paying Agent or if the agreement referred to in the preceding paragraph is not in place, the City covenants, under IC 6-1.1-20.6-10, to determine if the Bond Payment Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Payment Fund is not sufficient because of the operation of the tax credits granted under the provisions of IC 6-1.1-20.6, the City agrees to the following:

(a) The Clerk-Treasurer shall determine or cause to be determined the amount of the deficiency in the Bond Payment Fund ("Deficiency"); and

(b) The Deficiency shall be immediately reported and a claim filed by the City with the Treasurer of the State of Indiana for an amount equal to such Deficiency.

Section 8. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, the City represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local

governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for any portion or all of the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the principal of or interest on the Bonds is (under the terms of the Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds.

(e) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(i) The City represents that:

(1) The City is a governmental unit with general taxing powers, which powers include the power to impose taxes of general applicability that, when collected, may be used for the general purposes of the City;

(2) The Bonds are not private activity bonds as defined in Section 141 of the Code;

(3) At least 95% of the net proceeds of the Bonds will be used for local governmental activities of the City or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City;

(4) The aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City and all units subordinate to the City, including on-behalf-of issuers and subordinate entities as those terms are defined in Regulations Section 1.148-8(c)(2), is not reasonably expected to exceed \$5,000,000 in calendar year 2021; and

(5) The City has not been formed or availed of to otherwise avoid the purposes of the \$5,000,000 size limitation.

Therefore, the City meets the requirements of Section 148(f)(4)(D) of the Code and will not have to rebate any arbitrage profits to the United States.

(j) The City represents that:

(1) The Bonds are not private activity bonds as defined in Section 141 of the Code;

(2) The City hereby designates the Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;

(3) The reasonably anticipated amount of qualified tax-exempt obligations (including qualified 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the City, and all entities subordinate to the City during 2021 does not exceed \$10,000,000; and

(4) The City will not designate more than \$10,000,000 of qualified tax-exempt obligations during 2021.

Therefore, the Bonds qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to newly acquired tax-exempt obligations.

(k) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 9. Continuing Disclosure. If necessary to sell the Bonds, the Mayor and the Clerk-Treasurer are hereby authorized and directed to complete, execute and attest on behalf of the City a Continuing Disclosure Undertaking ("Undertaking") that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default under the Bonds or this ordinance.

Section 10. Debt Limit Not Exceeded. The City represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the City at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the City's indebtedness.

Section 11. Severability. If any section, paragraph or provision of this ordinance 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 ordinance.

Section 12. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Section 13. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 14. Effective Date. This ordinance shall be in full force and effect immediately upon passage.

Adopted this _____ day of _____, 2021.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, this ____ day of _____, 2021, at __:__.m.

Richard R. Aguirre, Clerk Treasurer

This ordinance signed and approved by me, the Mayor of the City of Goshen, Indiana, this ____ day of _____, 2021, at __:__.m.

Jeremy P. Stutsman, Mayor

ORDINANCE NO. 5097

AN ORDINANCE OF THE CITY OF GOSHEN
APPROPRIATING THE PROCEEDS OF THE GENERAL
OBLIGATION BONDS OF 2021

WHEREAS, the Common Council of the City of Goshen, Indiana ("Issuer") has determined to issue bonds to provide for the cost of the acquisition, renovation and construction of City administrative buildings, office space and infrastructure, together with all necessary appurtenances, related improvements and equipment ("Project") and the incidental expenses in connection therewith, and on account of the issuance of the General Obligation Bonds of 2021 ("Bonds"); and

WHEREAS, a notice of a public hearing on the appropriation of the proceeds of the Bonds in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) to be issued for the purpose of procuring funds to be applied on the cost of the Project and the incidental expenses to be incurred in connection therewith and with the issuance and sale of the Bonds was properly published which proof of publication was presented to the Common Council and placed in the City's records;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THAT:

Section 1. An appropriation in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) is hereby made to be applied on the costs of the Project and the incidental expenses incurred in connection therewith and on account of the issuance of Bonds therefor, and that the funds to meet said appropriation be provided out of the proceeds of the Bonds in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) heretofore authorized; that said appropriation be in addition to all other appropriations provided for in the existing budget and tax levy for the current year.

Section 2. The Clerk-Treasurer is hereby authorized and directed to report and certify the additional appropriation to the Department of Local Government Finance.

Section 3. This ordinance shall be in full force and effect from and after its passage.

Adopted this ___ day of _____, 2021.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, this ____ day of _____
_____, 2021, at __: __.m.

Richard R. Aguirre, Clerk Treasurer

This ordinance signed and approved by me, the Mayor of the City of Goshen, Indiana,
this ____ day of _____, 2021, at __: __.m.

Jeremy P. Stutsman, Mayor

Ordinance 5098

**Approving the Transaction of Lease/Purchase Agreement
for a Combination Sewer Truck**

WHEREAS, the City's Utilities is purchasing a new combination sewer truck for the amount of Four Hundred Eighty-Six Thousand One Hundred Fifty-Five Dollars (\$486,155.00) and wishes to finance the amount of Four Hundred One Thousand Seven Hundred Fifty-Five Dollars (\$401,755.00) through U.S. Bancorp Government Leasing and Finance, Inc.

WHEREAS, the City's Utilities is obligated under the terms of the Lease/Purchase Agreement attached to and made a part of this resolution to make 5 annual payments of \$83,245.00 at an interest rate of 1.53% with the first payment due January 9, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that the financing of the combination sewer truck through U.S. Bancorp Government Leasing and Finance, Inc. is approved.

PASSED by the Goshen Common Council on September 7, 2021.

Jeremy P. Stutsman, Presiding Officer

Attest:

Richard Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on March _____, 2021 at _____
a.m./p.m.

Richard Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on March _____, 2021.


Jeremy P. Stutsman, Mayor

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 and the related Property Schedule No. 5 dated September 8, 2021, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: City of Goshen	
By:	
Name:	Jeremy P. Stutsman
Title:	Mayor

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated March 15, 2016 and related Property Schedule No. 5 dated September 8, 2021, between City of Goshen as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

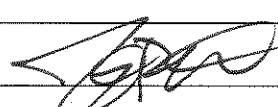
3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:
Date:

Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor
Date:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of September 8, 2021 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Goshen ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 (the "*Master Agreement*") and a Property Schedule No. 5 thereto dated September 8, 2021 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$401,155.25, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable

under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties.

Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

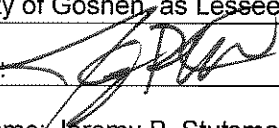
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

City of Goshen, as Lessee
By: 
Name: Jeremy P. Stutsman
Title: Mayor
Address: 204 East Jefferson 1000 W. Wilden Avenue Goshen, IN 46528

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202

EXHIBIT 1

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Goshen

Company Name



Signature of Authorized Directing Party

Mayor

Trust Account Number – includes existing and
future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 8, 2021 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), City of Goshen (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of March 15, 2016 (the "Master Agreement") and Property Schedule No. 5 thereto dated September 8, 2021 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:


Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____


Lessee: City of Goshen	
By:	
Name:	Jeremy P. Stutsman
Title:	Mayor

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

Exhibit 6

Class Action Negative Consent Letter

September 8, 2021

City of Goshen
204 East Jefferson
1000 W. Wilden Avenue
Goshen, IN 46528

RE: USBGLF/City of Goshen - - Class Action Litigation Claims

Dear Bodie Stegelmann:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Jennifer Petrino
Vice President
303.585.4597

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

INSURANCE AUTHORIZATION AND VERIFICATION

Date: September 8, 2021

Property Schedule No. 5

To: City of Goshen (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

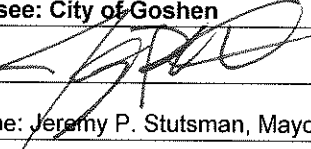
Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$401,155.25, with deductibles no more than \$25,000.00.

**Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:	Salem Insurance	
Address:	609 W. Lincoln Ave	
	Goshen, Indiana 46526	
Phone/Fax:	574-533-0573	574-534-4904
Email:		

Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman, Mayor

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: EF.Docs.GLF@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$401,155.25

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 5

ADDENDUM
Master Tax-Exempt Lease/Purchase Agreement


THIS ADDENDUM, which is entered into as of September 8, 2021 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Goshen ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of March 15, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Section 6.08 is hereby removed in its entirety and replaced as follows:

Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means an interest rate calculated to provide Lessor with an after-tax yield equivalent to the yield provided to Lessor by the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor

Attest:
By
Name: Richard Aguirre
Title: Clerk Treasurer

Property Schedule No. 5


Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 5** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of March 15, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Goshen.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is September 8, 2021.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by September 17, 2021.
12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor

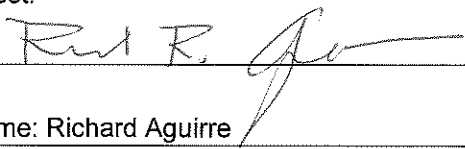
Attest:
By: 
Name: Richard Aguirre
Title: Clerk Treasurer

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

Goshen, Indiana, 46528

City, State Zip Code

USE: Sewer Cleaner - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$401,755.25

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	1/9/2022	83,245.58	81,172.26	2,073.32	N/A
2	1/9/2023	83,245.58	78,323.35	4,922.23	249,527.43
3	1/9/2024	83,245.58	79,525.92	3,719.66	167,615.73
4	1/9/2025	83,245.58	80,746.96	2,498.62	84,446.36
5	1/9/2026	83,245.58	81,986.76	1,258.82	-
TOTAL		416,277.90	401,755.25	14,472.65	

Interest Rate: 1.535%

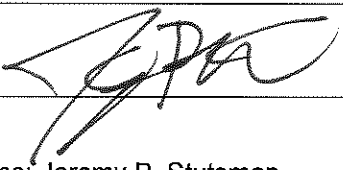
Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor

EXHIBIT A

Property Description

2021 Freightliner w/ Model 2100I Sewer Cleaner

VIN to be determine

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL

Re: **Property Schedule No. 5** dated as of September 8, 2021 to the Master Tax-Exempt Lease/Purchase Agreement dated March 15, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the City of Goshen ("Lessee") does hereby certify, as of September 8, 2021, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 8, 2021.

City of Goshen

By 

Signature of Person to Execute Lease/Purchase Agreement

Jeremy P. Stutsman, Mayor

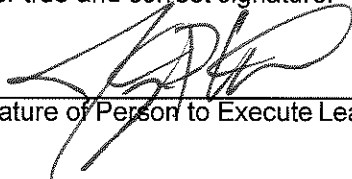
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 5** dated as of September 8, 2021 to the Master Tax-Exempt Lease/Purchase Agreement dated as of March 15, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Goshen ("Lessee") does hereby certify, as of September 8, 2021, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.



(Signature of Person to Execute Lease/Purchase Agreement)



(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 8, 2021.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Goshen

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

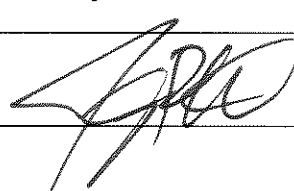
_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: City of Goshen
By: 
Name: Jeremy P. Stutsman
Title: Mayor

*Please be sure to select **ONE** option above.