



Goshen Common Council

6:00 p.m. November 2, 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) Donald Riegsecker (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 – October 12, 2021

Approval of Meeting Agenda

Privilege of the Floor

- I. Resolution 2021-30 - Project Coordination Contract with the State of Indiana for the Bidding, Construction and Funding of the Railroad Protection Project at the Beaver Lane and Madison Street Crossings
- II. Resolution 2021-31 - Adopting the City of Goshen, Indiana American Rescue Act Plan ARP Fund Plan
- III. Ord. 5100 (1st/2nd Reading) - 2022 Compensation for Elected Officials
- IV. Ord. 5101 (1st/2nd Reading) - 2022 Compensation for Civil City and Utilities Employees
- V. Ord. 5104 (1st/2nd Reading) - 2022 Compensation for Police Reserve Officers
- VI. Ord. 5105 (1st Reading) - Ordinance Authorizing the City of Goshen, Indiana to Issue its "Economic Development Revenue Bonds, Series 2021 (College Avenue Project)" and Approving Other Actions in Respect Thereto
- VII. Ord. 5106 (1st Reading) - Goshen Water Utility Schedule of Rates and Charges
- VIII. Ord. 5107 (1st Reading) - Goshen Sewer Utility Schedule of Rates and Charges
- IX. Ord. 5108 (1st/2nd Reading) - Additional Appropriation

Elected Official Reports

Adjournment



Minutes of the Goshen Common Council – Regular Meeting of Oct. 12, 2021

Convened 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

Mayor Stutsman asked the Clerk-Treasurer to conduct the roll call.

Present: Megan Eichorn (District 4) Julia King (At-Large) Doug Nisley (District 2)
Donald Riegsecker (District 1) Matt Schrock (District 3) Council President Brett Weddell
(At-Large) Youth Advisor Adrian Mora (Non-voting)

Absent: Gilberto Pérez Jr. (District 5) not present for roll call, but arrived at 6:08 p.m.

Mayor Stutsman asked the council's wishes regarding the minutes of the council's Sept. 21, 2021 meeting. Council members Nisley/King moved to approve the minutes of the Sept. 21, 2021 meeting as submitted. Motion passed 6-0.

Mayor Stutsman presented the agenda of the Oct. 12, 2021 council meeting. Council members Eichorn/King moved to approve the agenda as presented. Motion passed 6-0.

Privilege of the Floor:

Mayor Stutsman opened a period of public comment.

Glenn Null of Goshen said that he has a tree that has dropped leaves and he hopes the City will conduct an early leaf pickup. He said overall the City is doing well and council members are being civil to one another, and he appreciates that. Null said the Community Relation Commission (CRC) has held public meetings on the proposed sundown marker and that they went well. Null said he appreciates that the Police Chief assigned an officer to attend one of the CRC meetings, noting that **whenever 30-50 people gather it's good to have an officer present.**

Council President Weddell responded that whenever residents see storm drains covered with leaves, it would be helpful for them to brush the leaves off the grates to facilitate the runoff of rainwater. City Director of Environmental Resilience Aaron Sawatsky Kingsley concurred with the recommendation.

Lori Arnold of Goshen said she would still like video recordings of City Council meetings to be posted online. She said that County Council and School Board meetings are available online and she would like the City to do the same. Arnold said that she also attended two Community Relations Commission meetings, including one about the proposed sundown marker. She complimented CRC members for being friendly, adding it was the first time at a public meeting that she felt officials heard what she said. Arnold said she appreciated that.



Arnold also said she liked the way CRC members interacted with her at the meeting and how they acted afterward. She suggested that the Council appoint more CRC members with conservative perspectives. Arnold said people tend to judge one another for what they say or for the sign they carry, the shirt they wear or for their political affiliations and can be made to feel by others that **they don't belong**. But, Arnold said, if people can speak to one another, they can learn they are not bad people – and she has learned this when talking with others. Arnold said the CRC is a place for people to come together and listen to each other. So, Arnold said she would like more conservatives to be appointed so other perspectives can be heard. Arnold also said she is troubled by **what's** going on at the U.S.-Mexico border. She said the federal government is tying the hands of border patrol officers.

Councilor Nisley advised Arnold that she had already spoken for the three minutes allowed to each public speaker.

Arnold concluded by asking if the City planned to do anything to protect residents from people crossing the southern border into the United States.

At 6:08 p.m., Mayor Stutsman asked that the record reflect that Councilor Pérez had arrived at the meeting. No others asked to speak, so Mayor Stutsman closed the Privilege of the Floor.

1. Public hearing on Ordinance 5099 (2nd Reading): Appropriations and Tax Rates

By way of background, Ordinance 5099 would establish the expenses of the City of Goshen for the year ending Dec. 31, 2022. The sums specified in Ordinance 5099 would be appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of the City of Goshen, the property tax levies and property tax rates as herein specified are included herein. Ordinance 5099 shall be in full force and effect from and after its passage and approval by the Goshen Common Council.

Mayor Stutsman called for the introduction of Ordinance 5099. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5099 by title only, which was done.

Weddell/Nisley moved for passage of Ordinance 5099 on Second and Final Reading.

Mayor Stutsman said Ordinance 5099 was the proposed City Budget for 2022. The Mayor said he and the Council reviewed the proposed budget line by line and department by department at the Sept. 21 meeting. He said that since the last meeting, he has revised the budget and was proposing some cuts recommended by Council members as well as revisions because of the mistaken inclusion of some encumbrances carried over from 2020.

Mayor Stutsman also said that after the last meeting, one of the local newspapers published a story that mistakenly stated that the 2022 budget had grown considerably compared with the 2021 budget. The Mayor said a significant part of the increase in the 2022 budget was due to the inclusion of Tax Increment Financing (TIF) funds for projects that had been delayed or had been slow to get going. So, the budget includes two full years of TIF funds. In addition, the Mayor said the budget includes one-time federal funds from the American Rescue Plan (ARP) grant.



So, this wasn't a true "apples to apples" budget comparison, the Mayor said, because the ARP funds and extra TIF funds won't be available in future years. While the 2022 budget is larger than 2021, the Mayor said, "This won't be the new norm."

Mayor Stutsman presented a list of revisions (*EXHIBIT 1*) that would reduce the total amount of the proposed budget. The Mayor presented and discussed the following suggested budget changes:

1. Board of Works, Other Equipment, Line 101-510-07-445.0201
 - a. Reduce by \$600,000
 - b. Reason for the reduction: Calculation error due to an encumbrance
2. Board of Works, Capital Projects, Line 101-510-07-442.0001
 - a. Reduce by \$600,000
 - b. Reason for the reduction: Calculation error due to an encumbrance
3. Board of Works, Property Acquisition, Line 101-510-07-441.0001
 - a. Reduce by \$750,000
 - b. Reason for the reduction: This is a new program the Mayor is hoping to build to help clean up blight and encourage new housing opportunities. While the Council has absolute control because any purchase requires Council approval, the Mayor said he sensed some hesitation by some councilors. If the program is successful and has Council support, the Mayor said he will just come back for additional appropriations as needed.
4. Board of Works, Full-time Personnel, 101-510-07-411.0130
 - a. Add \$250,000
 - b. Reason for the increase: When the budget process started, the Mayor was expecting there would be a 3% employee raise, but through negotiations, the City settled on a 3.5% raise. The Goshen Police Department grew to a 7% raise. These extra dollars are estimated to help cover any gaps in budgeting due to the higher raises. At this time, the City cannot create a new line in the 2022 budget. If this increase is approved, the City will create a new line in the **Board of Works budget in 2022 named, "Salary Contingency."** At that time, the Clerk-Treasurer will transfer this amount into that newly created line. For now, the City will keep the money in the full-time personnel budget line.
5. Economic Development Income Tax Fund, Marketing and Promotions, Line 218-560-00-431.0520
 - a. Reduce by \$50,000
 - b. Reason for the reduction: The City is in the process of a large upgrade to its website. In the last couple of weeks, it has become apparent that this work will be able to happen this year and be handled within the 2021 budget. So, no increase is needed for 2022.
6. Economic Development Income Tax Fund, Capital Projects, 218-560-00-442.0006
 - a. Reduce by \$150,000
 - b. Reason for the reduction: Calculation error due to an encumbrance



7. Legal Department, Full-time personnel, Line 101-510-25-411.0130

a. Add \$105,000

b. Reason for the increase: After council **members' questions** at the Sept. 21 budget hearing, the Mayor learned the new attorney position was not accounted for within the budget request. The requested increase will cover salary and benefits. The City will use the line transfer process next year to move the correct amounts to other lines to cover all benefit lines.

8. Mayor/Community Relations Commission

a. Move all dollars for employee cost to the Mayor's Office Budget. The Mayor asked to have the following expense lines shifted from the budget of the Community Relations Commission (CRC) to **the budget of the Mayor's office**: full-time, increment, Social Security, Medicare, retirement, insurance, cell phone, and clothing lines.

b. Reason: With the creation of the Deputy Mayor position, the City Council moved the salary for this position into the **Mayor's office since the Deputy Mayor is part of the office by ordinance**. A city ordinance also puts the **Community Relations Director in the Mayor's office**. The Mayor requested this move in an effort to remain consistent. This will leave the CRC budget at \$23,200. This is nearly half of what the City normally budgets for the Community Relations Commission, but the Mayor pointed out that the CRC Director will take on many of the roles previously contracted out. This has allowed that portion of the budget to decrease. Since this is a simple move of money, it is not factored into the totals below.

Mayor Stutsman said the City Council could approve the revisions as a whole or individually or the Council could incorporate the revisions into the Ordinance for the budget and approve it as revised.

Mayor Stutsman pointed out that while he has increased some budget lines by \$355,000 in the budget, these changes as a whole will account for a reduction of \$1,795,000 of the proposed budget. He said these adjustments will result in a budget that will serve the City and our residents well and at the same time prepare Goshen for the future.

Mayor Stutsman said the proposed reduction of \$1,795,000 will help raise the City's cash balances to where he hoped they would be in 2022. He also referred Council members to a 38-page document received today – **Actual and Projected Cash Flows for 2020, 2021 and 2022, prepared by Baker Tilly, the city's financial adviser (EXHIBIT 2)**.

Under the proposed budget, Stutsman **said the City's cash balances will be at least 47 percent**.

Asked by Council President Brett Weddell about the projected cash balances, Mayor Stutsman said the City would have a 47 percent cash balance if the city spent 100 percent of what was budgeted in 2021 and 2021.

Mayor Stutsman asked if council members had any questions or comments about the proposed budget revisions.

Council President Weddell thanked the Mayor, the Deputy Mayor and the Deputy Clerk Treasurer for meeting with Councilor Riegsecker and with him to listen to their concerns, answer questions and for making budget revisions.

In turn, Mayor Stutsman thanked Councilors Weddell and Riegsecker for meeting with him, saying, **"I've said it before, but this whole thing only works if we're all working together, so I believe in that."**

Councilor Nisley also thanked Mayor Stutsman for meeting with Councilors **Riegsecker and Weddell and for "working it as a bipartisan budget that we all have something to put into it and it worked well that way."**



Hearing no further Council questions or comments, Mayor Stutsman suggested the Council vote on the proposed budget revisions. Councilors Eichorn and King affirmed holding a single vote on the revisions.

Council President Weddell made a motion for the Council to approve the budget revisions proposed by the Mayor. Councilor Nisley seconded the motion. Mayor Stutsman clarified that as a result of this motion, the proposed budget would be reduced by \$1,795,000. There were no further comments from the public or the Council. So, on a voice vote, the motion passed by a 7-0 vote.

Mayor Stutsman asked council members how they wanted to proceed – another review of each budget line, further questions or comments from councilors or public comments on the entire proposed budget for 2022. Councilors Eichorn, King and Weddell said they had no further questions.

At 6:21 p.m., Mayor Stutsman invited public comments on the proposed budget.

Glenn Null of Goshen said that during the Sept. 21 Council meeting, he voiced concerns about the funds appropriated for Downtown Goshen, Inc. He said there needs to be greater accountability. Null said he knew little about the virtual First Friday events held during the COVID-19 pandemic. Since in-person First Friday activities were not held, Null said he had concerns about how funds appropriated last year for this purpose were spent.

Mayor Stutsman responded that Downtown Goshen, Inc. provides \$20,000 yearly as part of the façade program. Not all of the remaining \$50,000 pays for First Friday activities, the Mayor said, and funds also were spent on staffing and other expenses, including monthly meetings with businesses. He said the organization also provided a significant amount of online services. Mayor Stutsman said he is confident Downtown Goshen, Inc. helped downtown businesses continue operating normally amid the COVID-19 health crisis.

Councilor King affirmed Mayor Stutsman's comments. She said Downtown Goshen, Inc. exists to help downtown businesses thrive and not just to provide First Friday activities. King said the virtual meetings were not just about public outreach, but also helping downtown businesses navigate the financial challenges they were facing.

Mayor Stutsman said he agreed with Null that it's important to ensure that City funds are used appropriately.

Null said he also had concerns about the downtown façade program. He said he has friends who are still trying to arrange for repairs stemming from the 2019 hail storm. Null said paying to improve facades should be the responsibility of the property owners and not taxpayers.

Adrienne Nesbitt, Director of Events for Eyedart Creative Studio, which helps coordinate activities for Downtown Goshen, Inc. (DGI), **presented a brief overview of the organization's work to help downtown Goshen businesses.** She **said First Friday is DGI's most visible endeavor, but it has done much more than that, especially during the pandemic.** She said DGI has worked **extensively to support downtown business.** **Nesbitt said DGI's work continues** even as First Friday activities resumed in August and DGI staged one of its biggest-ever First Fridays in September. She also said DGI was seeking grants to support its activities.

Nesbitt circulated to Council members Downtown Goshen, Inc.'s Annual Summary of First Fridays and Downtown Promotion Report, prepared Jan. 31, 2021 (*EXHIBIT 3*).



Council President Weddell advised audience members that the time spent on interactions with the Mayor or Council members is not included as part of the three minutes they are allowed to speak.

Julia Gautsche of Goshen, a past chair **Downtown Goshen, Inc.**, affirmed **Adrienne Nesbitt's comments**. Gautsche said DGI contracts with Eyedart Studio to run First Fridays because it doesn't **have the capability of doing so**. She said that every three months, DGI meets with Eyedart staff to review the work it has done and how funds have been spent, so there good is accountability. Gautsche also said the downtown facade program has existed about 15 years **and doesn't pay for the entire cost of facades** – only \$5,000 per façade.

Councilor Riegsecker asked if Eyedart Studios is reimbursed for expenses. Mayor Stutsman said DGI contracts with Eyedart. Julia Gautsche said funds received by DGI from the City for First Fridays goes to Eyedart Studios.

In response to a follow-up question from Councilor Riegsecker, Nesbitt said that DGI receives an annual list of itemized expenses from Eyedart Studios. Nesbitt, responding to Mayor Stutsman, agreed that a higher percentage of the annual First Friday budget is provided through fundraising and membership fees.

Via Zoom, Karl Shelly of Goshen **said he supported the Mayor's budget request for a full-time director of the Community Relations Commission**. Shelly said the proposal showed great foresight and was exactly what was needed for a community seeking to remain healthy and vibrant. Like many, Shelly said he has become aware of how deeply polarized people have become and many people only tend to speak to those who think like them. Shelly said this trend toward polarization has divided families, churches, communities and the nation. **Shelly said**, "Someone much wiser than me said long ago that 'A house divided against itself cannot stand' and we are witness to the **veracity of that warning.**"

Shelly said that there recently have been divisive and angry public meetings in Goshen, with some people yelling, insulting and threatening each other instead of working together to address differences and find common ground. Shelly concluded: **"Hiring a full-time CRC director won't** immediately solve all these problems, but it will, I think, demonstrate a seriousness about and an investment in our **town's civil order**. And I hope in time it will enhance our ability to come together **across the city's many sub-groups** for the betterment of Goshen. Better community relations **are what we need and I am encouraged by your support for this position and I think it's an important step to help us get there.**"

Nick Kieffer, President and CEO of the Goshen Chamber of Commerce, thanked the City Council and the Mayor for **the City's continued** partnership with the Chamber and for its redevelopment efforts. **Kieffer said**, **"It doesn't** happen in a lot of communities **and I'm proud that Goshen takes those steps and will work hand in hand to build a better community.**"

Mayor Stutsman said that a number of community partners were at the meeting and had been prepared to speak if necessary.

At 6:36 p.m., and receiving no further requests to speak, Mayor Stutsman closed the public comment period on the proposed City budget. He asked if Council members had further questions or comments on the 2022 City budget as amended. None indicated a desire to speak.

Mayor Stutsman called for a roll call vote on Ordinance 5099, the 2022 City budget, on Second and Final Reading. The motion passed unanimously, **7-0, with all councilors voting "yes."**



Elected Official Reports:

Council President Weddell gave a report on the Redevelopment Commission meeting held earlier in the day. He also congratulated Youth Adviser Mora for the success of the Goshen High School cross country team. Council President Weddell also said he believes the City should consider posting video of City Council meetings.

Mayor Stutsman responded that all Council meetings can be seen video live and that audio recordings of all Council meetings are available online. He said staff will be assessing whether videos can be accommodated online.

Council President Weddell said he hopes videos can be posted online if this would be possible and not cost prohibitive.

Councilor King agreed that she would also like Council meeting videos to be available online.

Councilor Pérez reported that last week that he, Councilor Eichorn, Mayor Stutsman, Clerk-Treasurer Aguirre and Deputy Clerk-Treasurer Weaver attended the Accelerate Indiana Municipalities (AIM) conference in French Lick. Pérez joked that afterward he may have suffered from withdrawal from not hanging out with the city representatives. Pérez said the conference was a great opportunity to learn what other Indiana communities are doing and to learn that Goshen in many ways is leading the way. Pérez **said it's great to realize that the City is doing great work and** that colleagues and staff members are committed to learning. Pérez also said he heard from several constituents who said they appreciated **Indigenous People's Day**, which for many previous years was celebrated as Columbus Day. Pérez said there is greater recognition of indigenous people in the community and how they were displaced. Pérez said he believes this issue will be taken to the Community Relations Commission for discussion and perhaps to the Council at some point to consider how to acknowledge past wrongs and the importance of indigenous people.

Councilor Schrock congratulated the family that was accepted into the Habitat for Humanity ownership program last December for the new house on West Wilden Avenue. Schrock also said the new home will be a great addition to the neighborhood and the community. He also said the coming Wilden Avenue upgrade project will be a great addition and he thanked all for responsible for making that and other improvements in the Third District.

Mayor Stutsman said the Wilden Avenue home will be the fifth Habitat for Humanity home being built in Goshen this year – and the first two-story Habitat home in Goshen.

Councilor Eichorn offered thoughts on the AIM conference last week. She said several aspects stood out, including a presentation by the Mayor of Noblesville about a COVID-19-**inspired program known as** "Mental Health Mondays." Eichorn said the Noblesville Mayor goes on Facebook Live on Mondays and talks about mental health. Eichorn said the Mayor has received a lot of engagement from the public on how the pandemic has affected their mental health and there has also been collaboration with the school system. Eichorn said she discussed the issue with Councilor Pérez, who specializes in mental health. Eichorn said she recently lost her brother-in-law to suicide and she has lost other family members. Eichorn said the subject needs to be discussed this year and she hopes that she and Councilor Pérez can develop some ideas that can help Goshen residents. Eichorn said she also appreciated discussion at the conference by a lawyer about the aftermath of the George Floyd killing and the changes to de-escalation and how that has affected police training. Eichorn said there have been significant changes in the law. She said Clerk-Treasurer Aguirre also attended the session.

Mayor Stutsman encouraged other council members to attend the AIM conference.



Mayor Stutsman said at the first Council meeting in November, he hopes to bring his proposal for the expenditure of American Rescue Plan (ARP) funds. The Mayor said he would propose using funds for non-profit agencies, homeless intervention services, substance abuse, mental health treatment, Internet connectivity for the library, ventilation improvements for some public buildings, arts and culture and a substantial investment in infrastructure improvements. Mayor Stutsman said the ARP spending plan could be approved right away, at the Nov. 2 meeting, or postponed to a later meeting. However, he said would like the plan approved before the end of the year.

Youth Advisor Mora said he is an intern at the Goshen Chamber of Commerce, which sponsors Sound of Goshen programs. Mora said he supports these economic discussions, and he invited council members to tune in and listen.

Councilor King said she has twice attended AIM annual conferences and that at another time, she would be grateful to meet with attendees this year and discuss what they learned and what might benefit the City of Goshen.

Mayor Stutsman said several state agencies send representatives to the annual AIM conference and that this is a great opportunity to interact with them and learn what is happening elsewhere in the state.

Clerk-Treasurer Aguirre said he enjoyed seeing Council members engage so well in the 2022 City budget process. Although there were only two Council meetings on the budget, Aguirre said there was extensive behind-the-scenes work by councilors, including those who met with the Mayor at City Hall. Aguirre said it was a privilege to observe and participate in the process. Aguirre said he would like the public to know how much work goes into the preparation of the budget and the scrutiny it receives, not only from councilors, but also from the State. Aguirre said the extent of state oversight is something he did not realize occurred. Aguirre said that days after taking office as Clerk-Treasurer, he was informed that the State Board of Accounts would begin an audit that has yet to be completed. Aguirre complimented City employees for their dedication and Department Heads, who attend Council meetings after working full days that often start at 7 or 7:30 a.m. He said city leaders are responsive to the public and deserve credit for the **City's healthy cash balances and the high level of civility. Aguirre concluded, "This really isn't something happening as often as it used to and as frequently as I wish it did in other cities, in other counties, in other states and in our (U.S.) capitol. So I just wanted to mention that – how grateful I am to be here and enjoy working with all of you."**

Mayor Stutsman said developing the budget is a long process that involves the work of many people.

Councilor Riegsecker affirmed Clerk-**Treasurer Aguirre's comments**. He said he spent many hours reviewing the proposed budget and found it to be well organized. He complimented the Clerk-**Treasurer's Office and Deputy Clerk-Treasurer Jeffery Weaver** as well as Department Heads. Riegsecker said all his questions were answered, staff did an excellent job and he appreciated the ease of the budget process.

Council President Weddell **complimented Councilor Riegsecker for attending tonight's Council meeting**. He pointed out that Riegsecker returned from a Florida vacation to be present and would now go back to Florida.

Councilor King said Councilor Riegsecker could have participated in the meeting via Zoom. Mayor Stutsman said he made that offer.

Councilor Riegsecker **responded, "I figured I was appointed and I should be here."**

Councilor King **said, "OK. Good to see you."**



Adjournment

Weddell/Nisley moved to adjourn the meeting. Passed 7-0.

Mayor Stutsman declared the meeting adjourned at 6:55 p.m.

EXHIBIT 1: Mayor Stutsman memorandum to Goshen City Council with "Requested reductions to 2022 proposed Budget"

EXHIBIT 2: Actual and Projected Cash Flows for 2020, 2021 and 2022, prepared by Baker Tilly

EXHIBIT 3: Downtown Goshen, Inc. Annual Summary of First Fridays and Downtown Promotion Report, prepared Jan. 31, 2021

APPROVED:

Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer

COMMON COUNCIL RESOLUTION 2021-30

**Project Coordination Contract
with the State of Indiana
for the Bidding, Construction and Funding of the Railroad Protection Project
at the Beaver Lane and Madison Street Crossings**

WHEREAS the City of Goshen has applied, and the Indiana Department of Transportation (InDOT) has approved the City's application for federal funds for a Section 130 Railroad Safety Railroad Protection Project at the Beaver Lane and Madison Street crossings (hereinafter referred to as the "Project").

WHEREAS federal funds will be made available to pay ninety percent (90%) of eligible Project costs. The maximum amount of federal funds allocated to the Project is \$1,129,253.40.

WHEREAS the City agrees to fund the City's share of cost for this Project, including any cost in excess of the City's ten percent (10%) of eligible Project costs which are not covered by federal funds.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another governmental entity if the entities enter into a written agreement under Indiana Code § 36-1-7-3.

WHEREAS all aspects for the completion of the Project will be coordinated between the City and InDOT pursuant to the terms and conditions of the Project Coordination Contract attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the Project Coordination Contract with the State of Indiana for the Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Goshen Common Council agrees to fund the City's share of the Project costs, including any cost in excess of ten percent (10%) of eligible Project costs which are not covered by federal funds.

BE IT FURTHER RESOLVED that the Goshen Common Council authorizes payment to InDOT for the City's share of the Project costs in accordance with the terms of Attachment D of the Project Coordination Contract, and further authorizes the City to fulfill all other pre-letting obligations of the Project Coordination Contract.

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

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November ____, 2021, at the hour of ____: ____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November ____, 2021.

Jeremy P. Stutsman, Mayor

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #0000000000000000000056266

Des. No.: 1801265 & 1900391

LPA DUNS #963491266

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **CITY OF GOSHEN**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT LPA
100 North Senate Avenue
Indianapolis, Indiana 46204

- C. Notices to the LPA shall be sent to:

City of Goshen
202 South Fifth Street
Suite 1
Goshen, IN 46528

RECITALS

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract; and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

I. PROJECT DESCRIPTION.

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No.	<u>1801265 & 1900391</u>
Program:	<u>Section 130 Railroad Safety</u>
Type of Project:	<u>Railroad Protection</u>
General Scope/Location:	<u>1801265 Beaver Lane at NS RR DOT # 510019A in Goshen</u> <u>1900391 Madison St. at NS RR DOT #510039L in Goshen</u>

II. LPA RESPONSIBILITIES.

2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).

2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.

- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.
- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review and approval, which said approval will not be unreasonably withheld. If INDOT does not approve the LPA submittal, the LPA shall modify the submittal to secure INDOT's approval. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A**, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
 - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All

claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.

- 2.11.** The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
- 2.12.** The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13.** If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1.** In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2.** In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
- B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
- C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3.** If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
- B. INDOT may elect to pay its obligations under the provisions of the construction contract.
- C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
- D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.

- 2.13.4.** The LPA shall reimburse INDOT the total cost of the Project not eligible for federal participation.
- 2.13.5.** If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

III. INDOT RESPONSIBILITIES.

- 3.1.** INDOT shall have full authority and access to inspect and approve all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2.** After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3.** If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4.** Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5.** Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6.** Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7.** If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8.** INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9.** In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10.** After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

IV. PROJECT FUNDS.

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2021 and June 30, 2022**, INDOT will make the federal funds shown in Section I.A. and/or Section I.B. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2022 and June 30, 2024**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- 5.4. If the Program is Group I or Group II, Sections 5.1, 5.2 and 5.3 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations),

following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public accountant and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

- 6.4. Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.
- 6.5. Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
 - C.** The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 6.6. Compliance with Laws.**

- 6.6.1.** The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
- 6.6.2.** The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3.** The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4.** The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5.** The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6.** As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
 - A. the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - B. the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - A. has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

- B. will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

6.7. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

6.8. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

6.9. Disputes.

- 6.9.1.** Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2.** The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
- 6.9.3.** If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved

within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

- 6.9.4.** The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5.** INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

- A.** Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B.** Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C.** Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D.** Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
- E.** Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of

drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

6.11. Employment Eligibility Verification. The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the LPA fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

6.12. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

6.13. Funding Cancellation Clause. As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6.14. Governing Laws. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

6.15. Indemnification. The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other

legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract. INDOT will not provide indemnification to the LPA.

6.16. Merger & Modification. This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

6.17. Non-Discrimination.

6.17.1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

6.17.2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including

reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3.** During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- A.** Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - B.** Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - C.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - D.** Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal

Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

6.19. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:

- A. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
- C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance

under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

- 6.21 Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- 6.22. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

- 6.23. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

[Remainder of this page intentionally left blank.]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the LPA and the State have, through their duly authorized representatives, entered into this Contract. The PARTIES, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

CITY OF GOSHEN

Indiana Department of Transportation

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Lesley A. Crane, Commissioner

By: (for) Zachary Q. Jackson, Director

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on October 22, 2020. FA 20-82

ATTACHMENT A
PROJECT FUNDS

I. Project Costs.

A. This contract is just for the one (1) phase checked below:

_____ Preliminary Engineering or
_____ Right-of-Way or
 X Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay ___% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, ___, the maximum amount according to the TIP dated ___ is \$___. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **90%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$1,129,253.40.**

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.
- I. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
 - (2) Are verifiable from INDOT's or the LPA's records;
 - (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
 - (4) Are included in the approved budget, or amendment thereto; and
 - (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

RESOLUTION 2021-31

**Adopting the City of Goshen, Indiana
American Rescue Plan Act ARP Fund Plan**

WHEREAS the City of Goshen received, and will received additional, federal assistance through the American Rescue Plan (ARP) Act of 2021 (the “ARP Act”) to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19).

WHEREAS the City of Goshen Common Council, in Ordinance 5085, established a separate ARP Coronavirus Local Fiscal Recovery Fund to account for all receipts and disbursements for each separately identified assistance provided through the ARP Act.

WHEREAS the first tranche of funds received pursuant to the ARP Act have been included in the City of Goshen, Indiana 2022 budget.

WHEREAS Mayor Stutsman convened an advisory committee to assist City of Goshen Staff in developing an American Rescue Plan Act ARP Fund Plan, pursuant to guidance from the State Board of Accounts, which describes generally how the City will use funds received.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council adopts the City of Goshen, Indiana American Rescue Plan Act ARP Fund Plan, a copy of which is attached hereto and made a part of this resolution.

PASSED by the Goshen Common Council on _____, 2021.

Presiding Officer

ATTEST:

Richard Aguirre, Clerk-Treasurer

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

Richard Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2021.

Jeremy P. Stutsman, Mayor

CITY OF GOSHEN, INDIANA
American Rescue Plan Act
ARP Fund Plan

Adopted:

OVERVIEW

The Act: The federal government adopted Section 9901 of the American Rescue Plan Act of 2021 ("ARP"), which established the Coronavirus Local Fiscal Recovery Fund ("Fund") to provide grant funds to units of local government ("ARP Funds"). ARP requires recipients of ARP Funds to establish a plan for use of the funds to be adopted by the fiscal body of the recipient. In addition, ARP funds must be appropriated by the fiscal body prior to distribution.

Funding Allocated: The City of Goshen has been allocated \$6,692,508 in ARP Funds. Half of these funds will be distributed in 2021 and the other half will be distributed in 2022.

Permitted Use of Funds: Pursuant to the Section 603(C) of the ARP and the Department of the Treasury's Interim Final Ruling, the funds shall be used only for the following purposes:

- a) To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city... that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform such essential work;
- c) For the provision of government services to the extent of the reduction in revenue of such metropolitan city... due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Establishment of ARP Coronavirus Local Fiscal Recovery Fund: Cities receiving an allocation of Coronavirus State and Local Fiscal Recovery Funds are required by the Indiana State Board of Accounts, through State Examiner Directive 2021-1, to establish a separate local grant fund called the ARP Coronavirus Fiscal Recovery Fund. The Goshen Common Council established this fund through Ordinance 5085, adopted on May 18, 2021.

Process of Distribution: All ARP Funds must be appropriated by the Common Council prior to distribution, and all ARP Funds shall be distributed in accordance with this ARP Fund Plan and the ARP. The City of Goshen may contract with a private nonprofit organization, a public benefit corporation or a special-purpose unit of State or local government for the purpose of distributing ARP Funds in accordance with this ARP Fund Plan and preparing the required reporting to the Secretary of the Treasury as required by ARP.

Distribution Schedule: The City of Goshen received the initial distribution of ARP funds in May of 2021. The exact dollar amount of the 2021 distribution is \$3,346,254.00, with the same amount expected again in 2022. All funds must be incurred/obligated (under contract or purchase order) by 12/31/24, with all funds actually expended by 12/31/26, unless extended by the federal government.

Plan Preparation & Amendments: This ARP Fund Plan was prepared with the assistance and input of a committee established by the Mayor of the City of Goshen, which included members of the City of Goshen administration, Common Council, Clerk Treasurer and other members of the community. This ARP Fund Plan shall not be effective unless and until it is approved by the Common Council of the City of Goshen. This ARP Fund Plan may be amended by the Common Council at any time to comply with Section 603(C) of the ARP and any official guidance issued by the United States Treasury Department.

Internal Controls and Reporting: The City of Goshen shall design and implement internal controls to provide reasonable assurance that the ARP Funds will be safeguarded and used in accordance with the ARP. The internal controls shall include written documentation/receipts of distributions made from the ARP Fund, written agreements with fund recipients or authorized third parties that will distribute ARP Funds in accordance with this ARP Fund Plan and required reporting from recipients of ARP Funds to ensure ARP Funds are spent in accordance with this ARP Fund Plan and the ARP.

Grant Advisory Committee: Individual grant awards to non-profit organizations will be reviewed by a committee established by the Mayor. The review committee will consider applications for awards that are within the funding limits established by the ARP Fund Plan. The committee will consist of two members of the City Council (bi-partisan), city staff and outside advisors who may have expertise in particular areas.

2021- 2024 ARP ALLOCATION

Total Available: \$6,692,508

Total Planned: \$6,692,508

Nonprofit Organizations (\$300,000)

The COVID-19 pandemic adversely impacted the local nonprofit community, which provides necessary services and resources to the citizens of the City of Goshen. The continued provision of services and resources provided by local nonprofit organizations is vital to the community's recovery from the COVID-19 pandemic, the negative health consequences of the pandemic and general well-being of the community. A total of \$300,000 of ARP Funds are allocated to nonprofit organizations serving the City of Goshen to respond to the public health emergency with respect to COVID-19 and/or its negative economic impacts including, but not necessarily limited to, mitigation of financial hardship and implementation of COVID-19 prevention or mitigation tactics. Priority funding will be given to those organizations addressing the following issues:

1. Food insecurity
2. Childcare for low-income residents
3. Homelessness
4. Revenue loss
5. Services to connect residents to health services

All funding directed to nonprofit organizations must meet eligibility criteria and guidance provided by the Treasury Department.

Homeless Intervention Services/ Substance Abuse & Behavioral Health Treatment (\$700,000)

The City of Goshen is experiencing an increase in homelessness, which has been exacerbated during the COVID-19 pandemic. In addition to supporting local agencies providing support services to this population, the City plans to create a new position of Homeless Outreach Coordinator. The role of the coordinator will be to directly engage homeless individuals, assess their needs and coordinate the provision of services, including: mental health treatment, healthcare, substance misuse treatment and housing. The new full-time position will be supervised by the Goshen Police Department and will be funded for a three-year period by the ARP allocation. At the end of the three-year pilot period, the results of the program will be evaluated to determine if the position will be continued.

The COVID-19 pandemic exacerbated the behavioral health needs of the City of Goshen - particularly substance abuse. According to the Department of the Treasury, the rates of substance misuse and overdose deaths increased considerably during the COVID-19 pandemic. ARP Funds are allocated to provide substance abuse treatment and/or other behavioral health services to the residents of Goshen. These services include, but are not limited to, in-patient substance abuse treatment and rehabilitation services. Particular attention will be directed toward providing opioid and methamphetamine addiction services. Funding for these services will be distributed to the Elkhart County Health Department who will be responsible for sub-contracting behavioral health and substance abuse services with qualified local providers. It is anticipated the Health Department will use the commitment of ARP funds as a match for additional grants from other sources.

Internet Connectivity and Equipment (\$100,000)

The Goshen Public Library serves the most vulnerable residents who lack internet connectivity and computers at home. During the pandemic the library enabled Goshen residents to access stimulus checks, apply for unemployment benefits, prepare resumes, apply for jobs and access many other critical on-line services. These services have contributed greatly to the economic and academic recovery efforts in the Goshen Community. Connectivity services continue to be in high demand, even as businesses have opened. However, the library has a critical need to upgrade its inventory of computer equipment to continue this much needed community service. A total of \$100,000 of ARP funds will be allocated to funding the purchase of new computers that will be made available for public use.

Ventilation Improvements to Public Buildings (\$200,000)

Mitigating the impact of COVID-19 continues to be a challenge to local governments as more transmissible variants bring new waves of the virus. Coronavirus State and Local Fiscal Recovery Funds provides funding to address a broad range of public health needs, including making ventilation improvements in key settings. A total of \$200,000 is being allocated in the ARP funding plan to make ventilation improvements to public buildings. The CDC has issued guidelines for improving building ventilation to reduce the spread of the disease and lower the risk of exposure. The City of Goshen will follow these guidelines in making ventilation improvements.

Public Art Beautification Projects (\$150,000)

The COVID-19 pandemic adversely impacted the local arts community and caused economic harm to local individual artists. In addition, the COVID-19 pandemic caused substantial negative impacts to the mental of health and well-being of the residents of the City of Goshen. Many studies have found that public art is beneficial to mental health by relieving stress, bringing communities together and promoting conversations about mental health. A total of \$150,000 of ARP Funds are allocated for public art beautification projects to respond to the mental health impact of the COVID-19 pandemic, assist local artists in recovering from the negative economic impact of the COVID-19 pandemic, and provide aid to the local tourism industry by further beautifying the City of Goshen with the work of local artists.

Vaccination Incentive Program (\$100,000)

ARP funds may be used for COVID-19 vaccination programs. Under Treasury guidelines, funds may be allocated to programs that provide incentives reasonable expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated soon than they otherwise would have. These funds will be allocated to provide incentives to City employees to become vaccinated or to get booster shots if they have previously received the vaccine.

Infrastructure Projects (\$5,142,508)

Investment in the City of Goshen's infrastructure is essential to the long-term stability and development of the community. A total of \$5,142,508 is allocated for infrastructure projects within the City of Goshen

as permitted by the ARP and federal guidance issued by the Treasury Department. Infrastructure investments may include:

- **Improvements to water infrastructure.** ARP funding may be used for an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.
- **Improvements to wastewater infrastructure.** ARP funding may be used to invest in wastewater infrastructure projects, including constructing treatment facilities, managing and treating stormwater or subsurface drainage water, facilitating water reuse.

Final decisions on local projects will be made once the federal infrastructure bill is passed by Congress and a determination can be made about the availability of federal funding for local projects, including the replacement of lead service lines.

SUMMARY OF FUNDING ALLOCATION

Nonprofit Organizations:	\$300,000
Homeless Intervention Services/ Substance Abuse and Behavioral Health Treatment:	\$700,000
Internet Connectivity and Equipment:	\$100,000
Ventilation Improvements to Public Buildings:	\$200,000
Arts and Culture:	\$150,000
Vaccination Incentive Pay	\$100,000
Public Infrastructure:	\$5,142,508
TOTAL ALLOCATION:	\$6,692,508

ORDINANCE 5100

2022 Compensation for Elected Officials

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-2, the Goshen Common Council fixes the 2022 compensation, including wages and benefits, for Goshen elected officials as follows:

SECTION 1 Salaries

Goshen elected officials shall receive the following bi-weekly salaries:

- (A) Mayor – Three Thousand Seven Hundred Ninety-three Dollars (\$3,793).
- (B) Clerk-Treasurer – Two Thousand Eight Hundred Ninety-one Dollars (\$2,891).
- (C) Judge – Two Thousand Seventy-seven Dollars (\$2,077).
- (D) Common Council Member – Six Hundred Four Dollars (\$604).

SECTION 2 Additional Compensation

- (A) Negotiation Team. A Common Council Member who serves on a collective bargaining agreement negotiation team shall receive a stipend in the amount of Five Hundred Dollars (\$500). A Common Council Member serving in such capacity shall receive the stipend only in years where a collective bargaining agreement is actively negotiated with one of the unions. This stipend shall not be considered as part of the compensation for a Common Council Member when considering increases or decreases in a Common Council Member's compensation under Indiana Code § 36-7-4-2.
- (B) Longevity Increase in Pay. Commencing at the beginning of the Mayor's fifth (5th) year in office as Mayor, the Mayor shall receive a longevity increase in pay in the amount of Five Thousand Dollars (\$5,000) during each year the Mayor serves as Mayor. The longevity increase in pay shall be included in the Mayor's regular bi-weekly paycheck. This longevity increase in pay shall not be considered as part of the compensation of the Mayor when considering increases or decreases in the Mayor's compensation under Indiana Code § 36-4-7-2.

SECTION 3 Public Employee's Retirement Fund

- (A) The Mayor, Clerk-Treasurer and Judge are eligible to participate in the Public Employee's Retirement Fund (PERF).
- (B) The city shall pay both the employer's and employees' contributions to the PERF for the participating elected official.
- (C) The Common Council Members are not eligible to participate in the PERF.

SECTION 4 Health Insurance

- (A) The Mayor and Clerk-Treasurer must enroll in the city's group health insurance plan.
- (B) The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the elected official shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the elected official's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the elected official's annual household income.
- (C) The Judge and Common Council Members are not eligible to enroll in the city's group health insurance plan as those elected officials are considered to be employees working one thousand three hundred (1,300) hours or less per year

SECTION 5 Cell Phone Stipend and Technology Stipend

- (A) The city will pay the Mayor, Clerk-Treasurer and Judge a cell phone stipend as reimbursement if the elected official elects to use the elected official's personal cell phone to carry out city business in lieu of the city providing the elected official with a city-owned cell phone. The cell phone stipend will be provided in accordance with the city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the elected official has voice only services, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the elected official has voice and data communication services.
- (B) The city will pay a Common Council Member an annual technology stipend of Five Hundred Dollars (\$500) as reimbursement for any expenses incurred for personal technology equipment or services that are used to carry out city business, including cell phone, computer or tablet, and internet or cellular services used with personal technology equipment. The Common Council Member shall submit an expense claim to the Clerk-Treasurer in order to be reimbursed.
- (C) The cell phone stipend and technology stipend shall not be considered as part of the compensation of the elected official when considering increases or decreases in the elected official's compensation under Indiana Code § 36-4-7-2. The cell phone stipend and technology stipend are only available to reimburse the elected official for eligible expenses for carrying out city business.

SECTION 6 Share of Cost of Wages and Benefits

The cost of wages and employment benefits of certain positions are paid from more than one fund or budget. The Board of Public Works and Safety shall determine on an annual basis the percentage share of cost of wages and employment benefits for those positions that are to be paid from more than one budget or fund.

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

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November ____, 2021, at the hour of ____ : ____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November ____, 2021.

Jeremy P. Stutsman, Mayor

ORDINANCE 5101

2022 Compensation for Civil City and Utilities Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-3, the Goshen Common Council approves the 2022 minimum and maximum compensation, including wages and benefits, as fixed by the Mayor for the Civil City and Utilities employees as follows:

SECTION 1 Application of Ordinance

- (A) This ordinance applies to the appointive officers, deputies and other employees of the Civil City of Goshen, the Goshen Water and Sewer Utilities, and the Goshen Stormwater Utility. This ordinance also applies to certain civilian positions of the Goshen Police Department and civilian positions of the Goshen Fire Department.
- (B) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by a collective bargaining agreement, this reference shall apply to employees in the positions represented by the Teamsters Local Union No. 364.
- (C) This ordinance does not apply to compensation paid to elected officials, sworn members of the Goshen Fire Department, sworn members of the Goshen Police Department, and certain civilian positions of the Goshen Police Department.

SECTION 2 Positions, Classifications, Grades and Wages

- (A) Positions, Classifications and Grades. Exhibit A, 2022 Positions, Classifications and Grades, sets forth all positions covered by this ordinance. The Exhibit also sets forth the position’s classification under the city’s Hours of Work and Compensation Policy, and the assigned grade for the position or reference to another Exhibit.
- (B) Wages for All Grades. Exhibit B, 2022 Wages for All Grades, sets forth the wages fixed for each assigned grade. Exhibit B applies to all positions except bargaining unit positions, ungraded positions, and certain temporary, intermittent or seasonal positions.
 - (1) Each grade has established a minimum, a midpoint, and a maximum level of pay as further described below. Each employee will be paid not less than the minimum wage and not more than the maximum wage for the position’s assigned grade. A new employee will receive not less than the minimum wage for the position’s assigned grade, but may receive more than the minimum wage depending on the employee’s qualifications and/or market conditions.
 - (i) Minimum. The minimum is the level of pay established for a position at the assigned grade for an inexperienced employee that meets the minimum qualifications for the position.

- (ii) Midpoint. The midpoint is the level of pay established for a position at the assigned grade for an experienced employee that meets the city’s performance expectations for the position under normal supervision.
 - (iii) Maximum. The maximum is the level of pay established for a position at the assigned grade for an employee that performs duties well beyond those required for the position at the highest possible efficiency and/or for an employee who has qualifications that well exceed the requirements for the position.
- (2) Under the guidance and review of the Human Resources Manager, subject to the final approval of the Mayor, a department head may establish the level of pay for an employee in a non-bargaining unit position within their department or office which shall be within the minimum and the maximum wage range as set forth in Exhibit B for the position’s assigned grade taking into consideration an employee’s qualifications, an employee’s job performance, the position’s duties and responsibilities, market conditions, and/or department budget.
- (3) An elected official will establish the pay for his or her direct appointments which will be within the minimum and the maximum wages set forth in Exhibit B for the position’s assigned grade taking into consideration an appointee’s qualifications, an appointee’s job performance, the position’s duties and responsibilities, market conditions, and/or department budget.
- (C) Wages for Teamsters Employees. Exhibit C, 2022 Wages for Teamsters Employees, sets forth the hourly wages fixed for the bargaining unit positions based on the employee’s length of service. The Teamsters positions are also indicated by an “Ex C” in the 2022 Positions, Classifications and Grades table set forth in Exhibit A.
- (D) Wages for Ungraded Positions. Exhibit D, 2022 Wages for Ungraded Positions, sets forth the maximum wages fixed for ungraded positions. The ungraded positions are also indicated by an “Ex D” in the 2022 Positions, Classifications and Grades table set forth in Exhibit A.
- (E) Temporary, Intermittent, or Seasonal Positions. A department head, under the guidance and review of the Human Resources Manager, may establish a temporary, intermittent, or seasonal position as further described below to meet workload requirements provided the position is scheduled to work less than one thousand forty (1,040) hours each year. The wage for a temporary, intermittent, or seasonal position shall be based on either the same grade as a regular position as set forth in Exhibit B, 2022 Wages for All Grades, or in accordance with the position and classification set forth in Exhibit E, 2022 Wages for Certain Temporary, Intermittent, or Seasonal Positions. A temporary, intermittent, or seasonal position is not eligible to receive any employment benefit.
 - (1) Temporary Position. A temporary position is a position lasting less than twelve (12) months to fill in for an absent employee, fill a short-term position, or to complete a specific assignment or project.
 - (2) Intermittent Position. An intermittent position is a position in which the nature of the work is sporadic and unpredictable and without a regularly recurring work schedule.
 - (3) Seasonal Position. A seasonal position is a position in which the nature of the work is in annually recurring periods of less than six (6) months each year.

(F) Intern Positions. A department head, under the guidance and review of the Human Resources Manager, may establish an intern position for a fixed duration to provide an individual with experience in a particular occupation or field of study under the close and constant supervision of a regular employee. The internship experience is for the benefit of the intern, and the intern shall not displace an employee in a regular position. An intern shall be a voluntary position, serve without compensation, and shall not be considered in an employment relationship with the city.

(G) Compensation.

- (1) Employees in a non-bargaining unit position that are classified as non-covered, eligible; non-covered, ineligible; or covered, exempt shall be compensated on a salary basis and in accordance with the city's Hours of Work and Compensation Policy.
- (2) Employees in a non-bargaining unit position that are classified as covered, non-exempt or covered, exempt-recreational shall be compensated for all hours worked in a work period in accordance with the city's Hours of Work and Compensation Policy.
- (3) Employees in a bargaining unit position shall be compensated for all hours worked in a work period in accordance with the terms of the collective bargaining agreement.

(H) Compensatory Time.

- (1) An employee, excluding an employee in a position classified as non-covered, ineligible or covered, recreational exempt, may receive compensatory time off at the rate of one and one-half (1½) hours compensatory time off for each one (1) hour of overtime worked.
- (2) Upon leaving city employment, or upon transferring to a position classified as non-covered, ineligible or covered, recreational exempt, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (i) The average regular rate received by the employee during the last three (3) years employment with the city; or
 - (ii) The final regular rate received by the employee.
- (3) Payment of unused compensatory time to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 3 Payment of Wages

- (A) The city shall issue paychecks, at a minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.
- (C) The wages due to a salaried employee who commences or leaves city employment in the middle of a pay period shall be prorated based on the number of scheduled days worked during that pay period.

SECTION 4 Public Employees' Retirement Fund

Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's contributions and employee's mandatory contributions to the PERF.

SECTION 5 Health Insurance

Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year, and the position of Planning and Zoning Attorney, must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 6 Vacation Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive the following vacation leave beginning on the employee's first anniversary date of continuous employment and each subsequent anniversary date, unless a higher amount is established by an agreement between city and the employee at the time the employee is hired:
- (1) Upon completion of one (1) year of service, the employee shall receive forty (40) hours vacation leave.
 - (2) Upon completion of two (2) years of service, the employee shall receive eighty (80) hours vacation leave.
 - (3) Upon completion of seven (7) years of service, the employee shall receive one hundred twenty (120) hours vacation leave.
 - (4) Upon completion of fourteen (14) years of service, the employee shall receive one hundred sixty (160) hours vacation leave.
- (B) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive prorated vacation leave beginning on the employee's first anniversary date of continuous employment and each subsequent anniversary date. The vacation leave shall be prorated based on the vacation leave schedule set forth in subsection (A) and the number of hours worked by the employee the previous anniversary year divided by two thousand eighty (2,080) hours, unless a higher amount is established by an agreement between city and the employee at the time the employee is hired.
- (C) An employee shall receive payment for all unused vacation leave and all vacation leave accrued during the current anniversary year upon termination of employment if:
- (1) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated by the city and the employee is in good standing with the city at the time of termination; or

- (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) For the purposes of subsection (C) and calculating accrued vacation leave at the time of termination, an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year will receive payment for sixteen (16) hours accrued vacation leave for every ten (10) weeks of employment since the employee's previous anniversary date, regardless of the employee's length of continuous employment with the city. This payment will only be made in sixteen (16) hour increments and will not be prorated based on a partial ten (10) week period.
- (E) For the purposes of subsection (C) and calculating accrued vacation leave at the time of termination, an employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year will receive payment for accrued vacation leave prorated based on the calculation in subsection (D) and the number of hours worked by the employee the previous anniversary year prior to termination divided by two thousand eighty (2,080) hours.
- (F) Vacation leave shall be paid at the employee's current wage rate. Payment of unused and accrued vacation leave hours upon termination to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 7 Sick Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall earn six (6) hours of sick leave for each month of service beginning with the date of employment.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive three (3) hours sick leave for each month of service beginning with the date of employment.
- (C) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to city during January of each year at the rate of Seventeen and 50/100 Dollars (\$17.50) per hour provided the sell back does not reduce accumulated sick leave to less than two hundred forty (240) hours.
- (D) An employee who has completed more than ten (10) years employment with the city will be paid for unused sick leave in excess of four hundred eighty (480) hours up to a maximum of two hundred forty (240) hours upon termination of employment if:
 - (1) The employee gives the city a minimum two (2) week written notice of the intent to terminate employment with the city and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated by the city and the employee is in good standing with the city at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

- (E) Except as provided by subsection (C), sick leave shall be paid at the employee's current wage rate. Payment of unused sick leave hours upon termination under subsection (D) to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 8 Holidays

- (A) The city shall observe the following holidays:
- (1) New Year's Day (January 1)
 - (2) Martin Luther King, Jr.'s Birthday (Third Monday in January)
 - (3) Memorial Day (Last Monday in May)
 - (4) Juneteenth National Independence Day (June 19)
 - (5) Independence Day (July 4)
 - (6) Labor Day (First Monday in September)
 - (7) Veterans Day (November 11)
 - (8) Thanksgiving Day (Fourth Thursday in November)
 - (9) Thanksgiving Holiday (Friday following Thanksgiving Day)
 - (10) Christmas Eve (December 24)
 - (11) Christmas Day (December 25)

The Board of Public Works and Safety shall determine on an annual basis a holiday schedule for the above holidays and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

- (B) After thirty (30) days of employment, each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on an hourly basis shall receive holiday pay based on the employee's current wage rate and the number of hours the employee would otherwise have been regularly scheduled to work on that holiday.
- (C) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on an hourly basis who is required to work on a holiday shall receive one and one-half (1½) times the employee's regular rate per hour for all hours worked in addition to the holiday pay. For the purposes of this subsection, the employee must work the actual holiday which may not necessarily be the date observed by the city.
- (D) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year and paid on a salary basis shall not have their salary reduced in weeks in which a holiday is observed.

SECTION 9 Floating Holidays

- (A) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who is employed with the city on January 1 or who commences employment with the city on the first work day following January 1 is entitled to paid floating holidays each calendar year as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive forty (40) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive thirty (30) hours paid floating holidays.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the city after the first work day following January 1 but before July 1 is entitled to paid floating holidays in the first partial year of employment ending December 31 as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive sixteen (16) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive twelve (12) hours paid floating holidays.
- (C) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the city on or after July 1 is not entitled to any floating holidays in the first partial year of employment ending December 31.
- (D) Employees may not accumulate floating holidays from year to year.
- (E) Unused floating holidays will not be paid to an employee upon termination of employment.
- (F) Floating holidays shall be paid at the employee's current wage rate.

SECTION 10 Increment Pay

- (A) Except for an employee in a position excluded under subsection (G), each employee in a position scheduled to work at least one thousand forty (1,040) hours each year who has completed at least one (1) full year of continuous employment shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the city.
- (B) An employee shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following the employee's date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (C) Notwithstanding subsection (B), an employee who commences employment on January 1 or the first work day following January 1 shall be entitled to the annual increment pay bonus at the end of the calendar year in which the employee commenced employment provided the employee is still

employed with the city at the time of payment. Should the employee terminate employment during the first year, then the employee is not entitled to receive an increment pay bonus.

- (D) Each eligible employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive increment pay in the amount of One Hundred Dollars (\$100) per calendar year of continuous employment, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700).
- (E) Each eligible employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive increment pay bonus prorated based on the number of hours worked by the employee the previous calendar year divided by the two thousand eighty (2,080) hours, times One Hundred Dollars (\$100) per calendar year of continuous employment.
- (F) Increment pay will be paid to an employee upon termination of employment based on the number of continuous calendar years of employment earned through January 1 of the current calendar year if:
 - (1) The employee gives the city a minimum two (2) week written notice of the intent to terminate employment with the city and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated by the city and the employee is in good standing with the city at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.
- (G) This section does not apply to an employee in the position(s) of:
 - (1) Planning and Zoning Attorney; and
 - (2) Probation Officer. (The structure of the salary schedule for Probation Officers adopted by the Judicial Conference of Indiana provides additional compensation based on years of service.)

SECTION 11 Longevity Bonus

- (A) This section applies to each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year and who commenced employment with the city in the position before January 1, 1990, except for the Planning and Zoning Attorney.
- (B) Each qualifying employee who has attained at least twenty (20) years of continuous employment shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000) payable at the end of the calendar year or at the time of termination of employment with the city.
- (C) A qualifying employee who has attained their twentieth year of employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:

- (1) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city and the employee is in good standing with the city at the time of termination;
- (2) The employee is terminated in the by the city and the employee is in good standing with the city at the time of termination; or
- (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

SECTION 12 Funeral Leave

Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year is entitled to paid funeral leave in accordance with the current city policy or in accordance with the terms of the collective bargaining agreement for bargaining unit employees.

SECTION 13 Court Duties

Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year is entitled to court duty pay for either serving as a juror or being subpoenaed as a witness in a legally-constituted court in accordance with the current city policy or in accordance with the terms of the collective bargaining agreement for bargaining unit employees.

SECTION 14 Declared Emergency Paid Leave

An employee, excluding a seasonal employee, that is unable to work due and ordered to stay home due to a declared national emergency, declared state disaster emergency, or a declared local disaster emergency affecting the City of Goshen is entitled to declared emergency paid leave in accordance with current city policy. The declared emergency paid leave shall be paid at the rate of three-quarters (3/4) of an employee's regular rate of pay for the hours allocated.

SECTION 15 Clothing/Work Boot/Physical Fitness Allowance

- (A) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year who has completed at least six (6) months of continuous employment with the city, is not a bargaining unit employee, and is not otherwise provided uniforms by the city is eligible to receive a clothing/work boot/physical fitness allowance in accordance with current city policy.
- (B) Each eligible employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year may be reimbursed up to One Hundred Dollars (\$100) per calendar year as a clothing/work boot/physical fitness allowance.
- (C) Each eligible employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than one thousand five hundred sixty (1,560) hours each year may be reimbursed up to Fifty Dollars (\$50) per calendar year as a clothing/work boot/physical fitness allowance.

SECTION 16 Tool/Work Shoe/Inclement Weather Gear Allowance

- (A) Each employee in a position set forth in subsection (B) is eligible to receive a tool/work shoe/inclement weather gear allowance. The employee may be reimbursed up to Three Hundred Fifty Dollars (\$350) per year for the purchase of tools, work shoes, and/or inclement weather gear

to be used in their employment. The reimbursement shall be processed in the same manner as the clothing/work boot/physical fitness allowance.

(B) Positions eligible to receive the tool/work shoe/inclement weather gear allowance include:

- (1) Central Garage - Fleet Maintenance Manager
- (2) Central Garage - Assistant Fleet Maintenance Manager
- (3) Parks and Recreation Department - Park Maintenance Development Director
- (4) Street Department - Street Commissioner
- (5) Street Department - Assistant Street Commissioner
- (6) Street Department – Foreman
- (7) Water and Sewer Departments - Utilities Superintendent
- (8) Water and Sewer Departments - Wastewater Superintendent
- (9) Water and Sewer Departments - Environmental Compliance Administrator
- (10) Water and Sewer Departments - Maintenance Manager
- (11) Water and Sewer Departments - Assistant Maintenance Manager
- (12) Water and Sewer Departments - Water and Sewer Superintendent
- (13) Water and Sewer Departments - Water Quality Manager
- (14) Water and Sewer Departments - Construction/Distribution Supervisor

SECTION 17 CPA License Pay

An individual appointed as First Deputy in the Clerk-Treasurer's Office that possesses and maintains an Indiana Certified Public Accountant License shall receive additional compensation of Five Thousand Dollars (\$5,000) per year. The CPA license pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 18 State Certification Bonus

- (A) Each employee of the Water and Sewer Utilities that is scheduled to work at least one thousand five hundred sixty (1,560) hours each year and is not a bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each water treatment license, wastewater treatment license, water distribution license, sewer collection license or industrial certification license received through the State of Indiana if the license is required for the performance of the employee's position.
- (B) A Utilities Department or Wastewater Treatment Department bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the city's job description training

requirements. Provided the employee passes the certification test, the city will pay for the cost of the test and the cost of the periodic renewal of the certification.

SECTION 19 ASE Certification Bonus

- (A) This section applies to the positions of Central Garage Fleet Maintenance Manager and Central Garage Assistant Fleet Maintenance Manager.
- (B) Each employee is eligible to receive an annual bonus of Four Hundred Dollars (\$400) for each approved ASE certification test passed, and provided the ASE certification is current, up to a maximum of One Thousand Two Hundred Dollars (\$1,200) annually. The ASE certification bonus shall be included in the employee's regular bi-weekly paycheck.
- (C) The ASE certification test must be within one of the following disciplines:
 - (1) Automobile/Light Truck Certification (A Series)
 - (2) Medium/Heavy Duty Truck Certification (T Series)
 - (3) Truck Equipment Certification (E Series)
 - (4) Electronic Diesel Engine Diagnosis Specialist Certification (L2)
- (D) In addition, the City shall reimburse each employee passing the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification the cost of the test registration and test fee up to a maximum of One Hundred Thirty-five Dollars (\$135) per test.

SECTION 20 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employees' job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

SECTION 21 Civilian Police Chief and Civilian Fire Chief

- (A) The position of Civilian Police Chief may be appointed by the Mayor to serve instead of the position of Police Chief described in the Ordinance for Compensation for Police Department Employees in Section 1, subsection (B)(1) and Exhibit A of that Ordinance.
- (B) The position of Civilian Fire Chief may be appointed by the Mayor to serve instead of the position of Fire Chief described in the Ordinance for Compensation for Fire Department Employees in Section 1, subsection (B)(1) and Exhibit A of that Ordinance.
- (C) Any person appointed by the Mayor under this Section must meet the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12.

- (D) The positions of Civilian Police Chief and Civilian Fire Chief will be paid as a grade 25 as provided in Exhibit A and Exhibit B attached to this ordinance.
- (E) The positions of Civilian Police Chief and Civilian Fire Chief shall be eligible to participate in PERF, and receive health insurance, vacation leave, sick leave, holidays, floating holidays, increment pay, longevity bonus, funeral leave, court duties, clothing/work boot/physical fitness allowance, and cell phone stipend as provided in this ordinance. For calculation of fringe benefits, excluding PERF, all time spent as a police officer or firefighter for the City of Goshen will count as years of service when applying the terms of benefits under this ordinance.

SECTION 22 Collective Bargaining Agreement Provisions

The following additional compensation applies specifically to bargaining unit positions. The additional compensation will be paid to the bargaining unit employee in accordance with the terms of the collective bargaining agreement. In the event the terms of the collective bargaining agreement between the City of Goshen and Teamsters Local Union No. 364 are more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

(A) Overtime.

(1) Overtime Compensation.

- (i) A Street Department bargaining unit employee shall receive overtime compensation equal to one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours a work day, and one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of forty (40) hours a work week.
- (ii) A bargaining unit employee, excluding a Street Department bargaining unit employee, shall receive overtime compensation equal to the greater of one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of ten (10) hours a work day, or one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of forty (40) hours a work week.

(2) Compensatory Time.

- (i) In lieu of overtime compensation, a bargaining unit employee may request to receive compensatory time at the rate of one and one-half (1½) hours for every hour worked exceeding forty (40) hours in a work week up to a maximum of two hundred forty (240) hours.
- (ii) An employee may sell up to forty (40) hours of accrued compensatory time back to the city. The employee will be paid for compensatory time at the rate of pay received by the employee at the time the employee requests to sell back the compensatory time.

(B) Call-In Pay. A bargaining unit employee shall receive call-in pay equal to the greater of the pay to which the employee is entitled for the hours worked at the applicable regular or overtime hourly rate; or a minimum of three (3) hours of pay at the employee’s regular hourly rate.

- (C) Shift Differential.
- (1) A bargaining unit employee shall receive a shift differential of Thirty-five Cents (\$0.35) per hour.
 - (2) A Utilities Department bargaining unit employee who is scheduled to work outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the shift differential pay provided in subsection (C)(1).
- (D) Uniforms. The city shall provide and maintain uniforms for bargaining unit employees.
- (E) Substitution Pay. A bargaining unit employee filling in the roll of an absent employee in a higher job classification for one (1) day or longer shall receive pay of the higher job classification.
- (F) Work Shoe/Inclement Weather Gear Allowance. A bargaining unit employee shall receive up to Two Hundred Twenty-five Dollars (\$225) to purchase or repair work shoes or inclement weather gear.
- (G) Commercial Driver's License (CDL).
- (1) The city will pay the cost of a basic physical required by state or federal regulations for a bargaining unit employee to maintain his or her CDL if the physical is provided by a physician designated by the city. Alternatively, if the employee chooses to have the required physical provided by his or her own physician, the city will pay an amount not exceeding the amount the city would have paid if the physical was provided by a physician designated by the city.
 - (2) The city will pay the cost of the CDL renewal or upgrade for a bargaining unit employee.
- (H) Vaccinations. The city will pay the cost for a Parks and Recreation Department bargaining unit employee to receive a hepatitis B vaccination.
- (I) On-Call Pay. A Utilities Department or Wastewater Treatment Department bargaining unit employee designated to take home a laptop computer and a communication device in order to respond to warning signals from the wastewater treatment facility shall receive on-call pay in the amount of Ten Dollars (\$10) if on a day the bargaining unit employee is scheduled to work, and Fifteen Dollars (\$15) if on a day the bargaining unit employee is not scheduled to work.
- (J) Mechanic Tool Insurance. A Central Garage bargaining unit employee will be reimbursed for insurance covering theft and fire damage of mechanic-owned tools, or the city will pay the employee's insurance company directly upon presentation of an invoice.
- (K) Mechanic Tool Allowance.
- (1) A Central Garage bargaining unit employee may use all or any portion of the work shoe/inclement weather gear allowance toward the cost to purchase tools to be used in their employment. In addition to applying all or a portion of the work shoe/inclement weather gear allowance, a mechanic shall receive Two Hundred Fifty Dollars (\$250) to purchase tools to be used in their employment.

- (2) A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification shall receive Three Hundred Fifty Dollars (\$350) to purchase tools to be used in their employment.

(L) ASE Certification.

- (1) A Central Garage bargaining unit employee shall receive an annual Four Hundred Dollars (\$400) certification bonus, up to a maximum of One Thousand Two Hundred Dollars (\$1,200), for each approved ASE certification test the employee has passed, and provided the certification is kept current.
- (2) A Central Garage bargaining unit employee who passes the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification shall be reimbursed the cost of the test registration and the test fee up to a maximum of One Hundred Thirty-five Dollars (\$135) per test. If there is no testing option except during normal work hours, any mechanic will be given time off to take the test with pay.

SECTION 23 Share of Cost for Wages and Benefits

The cost of wages and employment benefits of certain positions are paid from more than one fund or budget. The Board of Public Works and Safety shall determine on an annual basis the percentage share of cost of wages and employment benefits for those positions that are to be paid from more than one budget or fund.

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

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November ____, 2021, at the hour of ____: ____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November ____, 2021.

Jeremy P. Stutsman, Mayor

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Aviation	Airport Manager	Covered, Exempt (Salary)	Ex D
Cemetery	Cemeteries Director	Non-Covered, Ineligible (Salary)	14
Cemetery	Assistant Cemeteries Director	Covered, Non-Exempt (Hourly)	8
Central Garage	Fleet Maintenance Manager	Non-Covered, Ineligible (Salary)	19
Central Garage	Assistant Fleet Maintenance Manager	Covered, Non-Exempt (Hourly)	13
Central Garage	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Central Garage	Mechanic	Covered, Non-Exempt (Hourly)	Ex C
Central Garage	Mechanic Assistant	Covered, Non-Exempt (Hourly)	Ex C
Clerk-Treasurer	First Deputy	Non-Covered, Eligible (Salary)	12
Clerk-Treasurer	Grants Manager	Covered, Non-Exempt (Hourly)	11
Clerk-Treasurer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Clerk-Treasurer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Clerk-Treasurer	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Community Development	Community Development Director	Non-Covered, Ineligible (Salary)	23
Community Development	Planning and Zoning Administrator	Covered, Exempt (Salary)	20
Community Development	Building Commissioner	Non-Covered, Ineligible (Salary)	19
Community Development	Redevelopment Director	Non-Covered, Ineligible (Salary)	19
Community Development	Assistant Building Commissioner	Covered, Non-Exempt (Hourly)	14
Community Development	Project Manager	Covered, Exempt (Salary)	14
Community Development	Assistant Planning and Zoning Administrator	Covered, Exempt (Salary)	13
Community Development	Community Development Specialist	Covered, Exempt (Salary)	13
Community Development	Code Compliance Officer I	Covered, Non-Exempt (Hourly)	12
Community Development	Code Compliance Officer II	Covered, Non-Exempt (Hourly)	10
Community Development	Office Assistant I	Covered, Non-Exempt (Hourly)	7

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Community Development	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	First Deputy	Non-Covered, Eligible (Salary)	11
Court	Bailiff	Covered, Non-Exempt (Hourly)	6
Court	Second Deputy	Covered, Non-Exempt (Hourly)	6
Court	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Court	Probation Officer	Covered, Exempt (Salary)	Ex D
Engineering	Civil City Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Utilities Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Administrative City Engineer	Covered, Exempt (Salary)	24
Engineering	Project Manager	Covered, Exempt (Salary)	20
Engineering	GIS Coordinator	Covered, Non-Exempt (Hourly)	13
Engineering	Asset Manager	Covered, Non-Exempt (Hourly)	12
Engineering	Stormwater Coordinator	Covered, Non-Exempt (Hourly)	11
Engineering	Technician I	Covered, Non-Exempt (Hourly)	11
Engineering	Inspector I	Covered, Non-Exempt (Hourly)	10
Engineering	Stormwater Specialist	Covered, Non-Exempt (Hourly)	10
Engineering	Inspector II	Covered, Non-Exempt (Hourly)	9
Engineering	Technician II	Covered, Non-Exempt (Hourly)	9
Engineering	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Engineering	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Environmental Resilience	Environmental Resilience Director	Non-Covered, Ineligible (Salary)	19
Environmental Resilience	Education/Grant Writer	Covered, Non-Exempt (Hourly)	11
Environmental Resilience	Urban Forester II	Covered, Non-Exempt (Hourly)	10
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Fire	Civilian Fire Chief	Non-Covered, Ineligible (Salary)	25
Fire	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Fire	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Legal	Legal Compliance Administrator	Covered, Exempt (Salary)	19
Legal	Human Resources Manager	Covered, Exempt (Salary)	18
Legal	Paralegal	Covered, Non-Exempt (Hourly)	11
Legal	Administrative Legal Assistant	Covered, Non-Exempt (Hourly)	9
Legal	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Legal	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Legal	Assistant City Attorney	Covered, Exempt (Salary)	Ex D
Legal	City Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	Ex D
Mayor	Deputy Mayor	Non-Covered, Ineligible (Salary)	30
Mayor	Administrative Assistant	Non-Covered, Eligible (Salary)	12
Non-specified	Public Works Director	Non-Covered, Ineligible (Salary)	33
Non-specified	Technology Coordinator	Covered, Exempt (Salary)	15
Non-specified	Community Relations Director	Non-Covered, Ineligible (Salary)	12
Non-specified	Communications Coordinator	Covered, Non-Exempt (Hourly)	11
Non-specified	Ordinance Compliance Officer	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Assistant I	Covered, Non-Exempt (Hourly)	10
Non-specified	Buildings and Grounds Maintenance Manager	Covered, Non-Exempt (Hourly)	9
Non-specified	Technology Assistant II	Covered, Non-Exempt (Hourly)	7
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	7 or Ex E

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Non-specified	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Receptionist/Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	4 or Ex E
Non-specified	Custodian	Covered, Non-Exempt (Hourly)	3
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	1 or Ex E
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	Ex D
Parks & Recreation	Park Superintendent	Non-Covered, Ineligible (Salary)	19
Parks & Recreation	Conservation and Forestry Coordinator	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance Development Director	Covered, Exempt (Salary)	16
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14
Parks & Recreation	Recreation Coordinator	Covered, Non-Exempt (Hourly)	10
Parks & Recreation	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	6 or Ex E
Parks & Recreation	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	4 or Ex E
Parks & Recreation	Program Leader	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	3 or Ex E
Parks & Recreation	Cashier	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Scorekeeper	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	1 or Ex E

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1 or Ex E
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	1 or Ex E
Parks & Recreation	Park Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Park Ranger/Pavilion Manager and Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Police	Civilian Police Chief	Non-Covered, Ineligible (Salary)	25
Police	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Street	Street Commissioner	Non-Covered, Ineligible (Salary)	19
Street	Assistant Street Commissioner	Covered, Non-Exempt (Hourly)	16
Street	Foreman	Covered, Non-Exempt (Hourly)	13
Street	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Street	Heavy Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Light Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Paint and Sign Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Utilities Superintendent	Non-Covered, Ineligible (Salary)	27
Water & Sewer	Wastewater Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Water and Sewer Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Environmental Compliance Administrator	Covered, Exempt (Salary)	18
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18
Water & Sewer	Water Quality Manager	Covered, Exempt (Salary)	18
Water & Sewer	Pretreatment/Laboratory Coordinator	Covered, Exempt (Salary)	17
Water & Sewer	Construction/Distribution Supervisor	Covered, Non-Exempt (Hourly)	16
Water & Sewer	Utilities Office Manager	Non-Covered, Ineligible (Salary)	16
Water & Sewer	Assistant Maintenance Manager	Covered, Non-Exempt (Hourly)	15

EXHIBIT A
2022 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	FOG (Fats, Oils and Grease) Inspector/Laboratory Chemist	Covered, Non-Exempt (Hourly)	14
Water & Sewer	Laboratory Chemist	Covered, Non-Exempt (Hourly)	13
Water & Sewer	Utilities Office Supervisor	Covered, Non-Exempt (Hourly)	11
Water & Sewer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Water & Sewer	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Water & Sewer	Assistant Water Treatment Operator/Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Inspection Crew Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Meter Service Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	SCADA Operator Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Sewer Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	TVI Specialist	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water and Sewer Construction and Distribution Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Plant Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C

EXHIBIT B
2022 Wages for All Grades

Grade	MINIMUM		MIDPOINT		MAXIMUM		Grade
	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	
1		\$14.02		\$16.80		\$19.57	1
2		\$14.83		\$17.76		\$20.69	2
3		\$15.62		\$18.71		\$21.79	3
4		\$16.41		\$19.66		\$22.90	4
5		\$17.19		\$20.59		\$23.98	5
6		\$17.99		\$21.55		\$25.10	6
7		\$18.79		\$22.50		\$26.21	7
8		\$19.58		\$23.45		\$27.32	8
9		\$20.37		\$24.40		\$28.42	9
10		\$21.17		\$25.35		\$29.53	10
11	\$1,756.67	\$21.96	\$2,103.80	\$26.30	\$2,450.93	\$30.64	11
12	\$1,820.14	\$22.75	\$2,179.81	\$27.25	\$2,539.48	\$31.74	12
13	\$1,883.61	\$23.55	\$2,255.82	\$28.20	\$2,628.03	\$32.85	13
14	\$1,947.08	\$24.34	\$2,331.83	\$29.15	\$2,716.58	\$33.96	14
15	\$2,010.55	\$25.13	\$2,407.84	\$30.10	\$2,805.13	\$35.06	15
16	\$2,074.02	\$25.93	\$2,483.86	\$31.05	\$2,893.70	\$36.17	16
17	\$2,137.49		\$2,559.87		\$2,982.25		17
18	\$2,200.96		\$2,635.88		\$3,070.80		18
19	\$2,264.43		\$2,711.89		\$3,159.35		19
20	\$2,327.90		\$2,787.90		\$3,247.90		20
21	\$2,391.36		\$2,863.91		\$3,336.46		21
22	\$2,454.83		\$2,939.92		\$3,425.01		22
23	\$2,518.30		\$3,015.93		\$3,513.56		23
24	\$2,581.77		\$3,091.94		\$3,602.11		24
25	\$2,645.24		\$3,167.95		\$3,690.66		25
26	\$2,708.71		\$3,243.96		\$3,779.21		26
27	\$2,772.17		\$3,319.97		\$3,867.77		27
28	\$2,835.64		\$3,395.98		\$3,956.32		28
29	\$2,899.11		\$3,471.99		\$4,044.87		29
30	\$2,962.58		\$3,548.00		\$4,133.42		30
31	\$3,027.46		\$3,625.70		\$4,223.94		31
32	\$3,093.74		\$3,705.08		\$4,316.42		32
33	\$3,162.15		\$3,787.00		\$4,411.86		33

EXHIBIT C
2022 Hourly Wages for Teamster Employees

Union Category	0 to 1 Year	1 Year to 3 Years	Over 3 Years
A	\$23.03	\$25.44	\$27.23
B	\$22.16	\$24.18	\$26.18
C	\$21.63	\$23.93	\$25.53
D	\$21.15	\$23.40	\$25.21
E	\$20.48	\$22.70	\$24.31

Union Category A

Mechanic
 SCADA Operator Technician

Union Category B

Park Ranger/Pavilion Manager and Maintenance
 Heavy Equipment Operator
 Paint and Sign Technician
 Inspector Crew Technician
 Sewer Maintenance Technician
 TVI Specialist
 Wastewater Treatment Operator
 Wastewater Maintenance Technician
 Water and Sewer Construction and Distribution Technician
 Water Plant Operator
 Water Treatment Operator

Union Category C

Assistant Water Treatment Operator/Maintenance Technician

Union Category D

Mechanic Assistant
 Park Maintenance
 Light Equipment Operator
 Meter Service Technician

Union Category E

None

EXHIBIT D
2022 Wages for Ungraded Positions

Department/Office	Position	Classification	Wage
Aviation	Airport Manager	Covered, Exempt (Salary)	\$1,949.22 Bi-Weekly
Court	Probation Officer *	Covered, Exempt (Salary)	See Below
Legal	Assistant City Attorney	Covered, Exempt (Salary)	\$3,105.76 Bi-Weekly
Legal	City Attorney	Non-Covered, Ineligible (Salary)	\$4,826.16 Bi-Weekly
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$318.69 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$184.75 Bi-Weekly

* A Probation Officer shall be compensated in accordance with the Judicial Conference of Indiana's 2022 minimum salary schedule for probation officers, and the salary of a Probation Officer that is currently paid above the minimum salary schedule shall not be reduced. A Probation Officer position that is scheduled to work less than 2,080 hours each year shall be paid in accordance with the minimum salary schedule on a pro rata basis.

EXHIBIT E
2022 Wages for Certain Temporary, Intermittent, or Seasonal Positions

Department/Office	Position	Classification	Hourly Wage Range	
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	\$13.55	\$16.22
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	\$12.82	\$15.35
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	\$11.43	\$13.69
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	\$13.55	\$16.22
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	\$13.55	\$16.22
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	\$13.55	\$16.22
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	\$13.33	\$15.97
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	\$12.82	\$15.35
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	\$12.38	\$14.83
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	\$11.43	\$13.69
Parks & Recreation	Laborer - General - Softball Maintenance	Covered, Exempt-Recreational (Hourly)	\$11.43	\$13.69
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	\$11.43	\$13.69

ORDINANCE 5104

2022 Compensation for Police Reserve Officers

WHEREAS the Goshen Police Department utilizes Police Reserve Officers in accordance with Indiana Code § 36-8-3-20.

NOW, THEREFORE, BE IT ORDAINED that the Goshen Common Council approves the 2022 compensation for the Police Reserve Officers as follows:

SECTION 1 Uniform Allowance

Pursuant to Indiana Code § 36-8-3-20(f)(1) and to the extent that money is appropriated for this purpose, a Police Reserve Officer who has completed at least one (1) year of service with the Goshen Police Department shall receive an annual uniform allowance to purchase and maintain uniforms. The annual uniform allowance shall be Five Hundred Dollars (\$500) and payable in December.

SECTION 2 Court Appearance Compensation

Pursuant to Indiana Code § 36-8-3-20(f)(2) and to the extent that money is appropriated for this purpose, a Police Reserve Officer who must take time off work from his or her regular employment in order to appear in court on behalf of the Goshen Police Department shall receive compensation for the actual time lost from other employment because of the court appearance. The amount of compensation will be the current overtime rate per hour for a Probationary Patrol Officer based on the current base wage only, and a guaranteed minimum of two (2) hours shall be paid. The court appearance compensation shall be paid to the Police Reserve Officer on the Department's next regularly schedule pay day.

SECTION 3 Duty-Related Illness or Injury

- (A) Pursuant to Indiana Code § 36-8-3-20(1), a Police Reserve Officer who is injured or contracts an illness in the course of or as the result of the performance of duties as a Police Reserve Officer shall be provided the coverage specified in Indiana Code § 36-8-3-22 for the care of such duty-related illness or injury.
- (B) Pursuant to Indiana Code § 36-8-3-20(1), a Police Reserve Officer who is unable to pursue the officer's usual vocation as the result of an injury or illness occurring in the course of or as the result of the performance of duties as a Police Reserve Officer shall be paid a weekly amount as specified in Indiana Code § 36-8-3-23.

PASSED by the Goshen Common Council on November _____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November _____, 2021, at the hour of _____ : _____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November _____, 2021.

Jeremy P. Stutsman, Mayor

GOSHEN COMMON COUNCIL

ORDINANCE NO. 5105

ORDINANCE AUTHORIZING THE CITY OF GOSHEN, INDIANA TO ISSUE ITS "ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2021 (COLLEGE AVENUE PROJECT)" AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the Goshen Economic Development Commission ("Commission") conducted a public hearing and adopted a resolution, which resolution has been transmitted hereto, finding that the financing of certain economic development facilities of Last Dance, LLC ("Company") complies with the purposes and provisions of IC 36-7-11.9 and -12 ("Act") and that such financing will be of benefit to the health and welfare of the City of Goshen, Indiana ("City" or "Issuer") and its citizens;

WHEREAS, the Goshen Redevelopment Commission ("Redevelopment Commission") has determined to pledge TIF Revenues (as defined in the hereinafter defined Financing Documents) to be used to pay debt service on the Bonds pursuant to a Financing and Covenant Agreement between the Company and the City, dated as of the first day of the month the Bonds are sold or issued ("Financing Agreement"). The City shall issue its Economic Development Revenue Bonds, Series 2021 (College Avenue Project) ("Bonds"), pursuant to this ordinance to finance the construction of infrastructure improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer and water improvements, together with all necessary appurtenances and related improvements (collectively, "Projects") needed to serve two new RV manufacturing buildings and one lamination building (collectively, "Facilities"), in or physically connected to the College Avenue Economic Development Area and costs of issuance and related expenses; and

WHEREAS, the Commission has heretofore approved and recommended the adoption of this form of ordinance by this Common Council, has considered the issue of adverse competitive effect and has approved the forms of and has transmitted for approval by the Common Council the Financing Documents; the Trust Indenture (including form of Bonds) between the Issuer and a financial institution serving as trustee, dated as of the first day of the month the Bonds are sold or issued ("Indenture"); and the Bond Purchase Agreement between the Issuer and the purchaser of the Bonds;

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

Section 1. It is hereby found that: (i) the financing of the economic development facilities, including the Projects, in or physically connected to the College Avenue Economic Development Area referred to in the Financing Documents approved by the Commission and presented to this Common Council; (ii) the issuance and sale of the City's Economic Development Revenue Bonds, Series 2021 (College Avenue Project) ("Bonds"); (iii) utilizing the proceeds of the Bonds for the construction of the Project; (iv) the payment of the Bonds from TIF Revenues; and (v) the securing of the Bonds under the Trust Indenture, complies with the purposes and provisions of IC 36-7-11.9 and -12 and will be of benefit to the health and welfare of the City and its citizens. The proceeds of the Bonds will be used for the financing of the construction of the Projects and the costs of issuance of the Bonds. The Common Council further finds, determines, ratifies and confirms that the promotion of economic development, creation of new job opportunities and increased investment in the City, is desirable to preserve the health, safety and general welfare of the citizens of the City; and that it is in the public interest that the Commission and the Issuer to take such action as they lawfully may to encourage economic development, creation of job opportunities and increased investment in the City.

Section 2. At the public hearing held before the Commission, the Commission considered whether the funding of the Projects and the construction of the Facilities would have an adverse competitive effect on any similar facilities located in or near the City, and subsequently found, based on findings of fact set forth in its resolution transmitted hereto ("Resolution") and the absence of evidence from the public or a competitor of substantive probative value, that the funding of the Project and the construction of the Facilities would not have an adverse competitive effect. This Common Council hereby confirms the findings on adverse competitive effect set forth in the Commission's Resolution, and hereby finds that the construction of the Projects to serve the Facilities and the construction of the Facilities will be of benefit to the health and welfare of the citizens of the City.

Section 3. The substantially final forms of the Financing Agreement, the Bond Purchase Agreement and the Indenture approved by the Commission are hereby approved (herein collectively referred to as the "Financing Documents" referred to in IC 36-7-11.9 and -12), and the Financing Documents are attached hereto as Exhibit A. In accordance with the provisions of IC 36-1-5-4, two (2) copies of the Financing Documents are on file in the office of the Clerk-Treasurer for public inspection.

Section 4. The City may issue its Bonds, maturing no later than twenty (20) years from their date of issuance, in the aggregate principal amount not to exceed \$10,700,000. The Bonds are to be issued for the purpose of procuring funds to pay the costs of construction of the Projects, all as more particularly set out in the Indenture and the Financing Agreement, which Bonds will be payable as to principal and interest from TIF Revenues pursuant to the Financing Documents or as otherwise provided in the above-described Indenture. The Bonds shall be issued in fully registered form in denominations of \$1,000 and integral multiples thereof or as provided in the above-described Indenture. The terms of redemption for the Bonds shall be

provided in the Indenture. The Bonds may be issued as term bonds subject to mandatory sinking fund redemption. Payments on the Bonds are payable in lawful money of the United States of America by check mailed or delivered to the registered owners or by wire transfer as provided in the Indenture. The Bonds shall never constitute a general obligation of, an indebtedness of, or a charge against the general credit of the City as described in the Indenture nor are the Bonds payable in any manner from revenues raised by taxation except for TIF Revenues.

Section 5. The Mayor and the Clerk-Treasurer are authorized and directed to sell the Bonds to the Company, or its designee, at a price of not less than the par value thereof. The Bonds shall bear interest at a rate not to exceed four percent (4%) per annum.

Section 6. The Mayor and the Clerk-Treasurer are authorized and directed to execute and attest, manually or electronically, and to affix or imprint by any means the City seal to, the documents constituting the Financing Documents approved herein on behalf of the City and any other document which may be necessary or desirable prior to, on or after the date hereof to consummate or facilitate the transaction, including the Bonds authorized herein. The Mayor and the Clerk-Treasurer are hereby expressly authorized to approve any modifications or additions to the documents constituting the Financing Documents which take place after the date of this ordinance with the review and advice of counsel to the City; it being the express understanding of this Common Council that the Financing Documents are in substantially final form as of the date of this ordinance. The approval of these modifications or additions shall be conclusively evidenced by the execution and attestation thereof and the affixing of the seal thereto or the imprinting of the seal thereon; provided, however, that no such modification or addition shall change the terms and conditions set forth in IC 36-7-12-27(a)1-10, including the maximum principal amount of, interest rate on or term of the Bonds as approved by the Common Council by this ordinance without further consideration by the Common Council. The signatures of the Mayor and the Clerk-Treasurer on the Bonds may be

either manual or facsimile signatures. The use of electronic signatures by the Mayor and the Clerk-Treasurer are authorized and affirmed with full valid legal effect and enforceability. The Clerk-Treasurer is authorized to arrange for delivery of such Bonds to a to be determined trustee ("Trustee"), and payment for the Bonds will be made to the Trustee and after such payment, the Bonds will be delivered by the Trustee to the purchaser thereof. The Bonds shall be originally dated the date of issuance and delivery thereof.

Section 7. The provisions of this ordinance and the Indenture securing the Bonds shall constitute a contract binding between the City and the holders of the Bonds, and after the issuance of the Bonds, this ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as the Bonds or the interest thereon remains unpaid.

Section 8. This ordinance shall constitute "official action" for purposes of compliance with state laws requiring governmental action as authorization for future reimbursement from the proceeds of bonds.

Section 9. This ordinance shall be in full force and effect from and after its passage.

Passed and adopted by the Common Council of the City of Goshen, Indiana this 16th day of November, 2021.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

Attest:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, on the _____ day of
November, 2021, at the hour of __:__.m.

Richard R. Aguirre, Clerk-Treasurer

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

Jeremy P. Stutsman, Mayor

EXHIBIT A

Financing Documents

(see attached)

FINANCING AND COVENANT AGREEMENT

BETWEEN

LAST DANCE, LLC

AND

CITY OF GOSHEN, INDIANA

Dated as of _____ 1, 2021

The rights of the Issuer hereunder have been assigned to _____,
_____, Indiana, as Trustee under a Trust Indenture dated as of the date hereof from the
Issuer.

TABLE OF CONTENTS

	PAGE
ARTICLE I.	DEFINITIONS AND EXHIBITS.....3
Section 1.1.	Terms Defined3
Section 1.2.	Rules of Interpretation7
ARTICLE II.	REPRESENTATIONS8
Section 2.1.	Representations by Issuer8
Section 2.2.	Representations by Company8
Section 2.3.	Financing of Series 2021 Bond Proceeds by Issuer.....10
ARTICLE III.	PARTICULAR COVENANTS OF THE COMPANY AND THE ISSUER.....11
Section 3.1.	Consent to Assignments to Trustee11
Section 3.2.	General Covenants.....11
Section 3.3.	Continuing Existence and Qualification; Assignment, Sale or Other Disposition of Projects.....11
Section 3.4.	Company Duties Under Indenture11
Section 3.5.	Reserved12
Section 3.6.	Trustee's Right to Perform Company's Covenants; Advances12
Section 3.7.	Indemnity.....12
Section 3.8.	Funding of Indenture Funds; Investments12
Section 3.9.	Completion of Facilities13
Section 3.10.	Tax Exempt Status of Series 2021 Bonds.....13
ARTICLE IV.	APPLICATION OF SERIES 2021 BOND PROCEEDS.....14
Section 4.1.	Use of Series 2021 Bond Proceeds by Issuer14
Section 4.2.	Use of TIF Revenues14
Section 4.3.	Estoppel Certificate14
ARTICLE V.	EVENTS OF DEFAULT AND REMEDIES THEREFOR15
Section 5.1.	Events of Default15
Section 5.2.	Right to Bring Suit, Etc16
Section 5.3.	Remedies Cumulative.....16
Section 5.4.	Delay or Omission Not a Waiver.....16
Section 5.5.	Remedies Subject to Provisions of Law16
Section 5.6.	Waiver of Events of Default16
ARTICLE VI.	IMMUNITY17
Section 6.1.	Immunity.....17

TABLE OF CONTENTS

(continued)

	<u>PAGE</u>
ARTICLE VII. SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT.....	18
Section 7.1. Supplements and Amendments to this Financing Agreement.....	18
ARTICLE VIII. DEFEASANCE	19
Section 8.1. Defeasance	19
ARTICLE IX. MISCELLANEOUS PROVISIONS	20
Section 9.1. Financing Agreement for Benefit of Parties Hereto	20
Section 9.2. Severability	20
Section 9.3. Limitation on Interest	20
Section 9.4. Addresses for Notice and Demands.....	20
Section 9.5. Successors and Assigns	21
Section 9.6. Counterparts.....	21
Section 9.7. Governing Law	21

FINANCING AND COVENANT AGREEMENT

This is a FINANCING AND COVENANT AGREEMENT dated as of _____ 1, 2021 ("Financing Agreement") by and between LAST DANCE, LLC, a limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana ("Company"), and the CITY OF GOSHEN, INDIANA ("City or Issuer"), a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

Indiana Code, Title 36, Article 7, Chapters 11.9, -12, -14 and -25 (collectively, "Act") has been enacted by the General Assembly of Indiana.

The Act provides that an Issuer may, pursuant to the Act, issue revenue bonds for the purpose of financing costs of economic development facilities, for diversification of industry and the development and promotion of job opportunities in or near the City and vests the City with powers that may be necessary to enable it to accomplish such purposes.

The Goshen Redevelopment Commission ("Redevelopment Commission") on September 14, 2021, adopted a declaratory resolution ("Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on October 12, 2021, establishing the College Avenue Economic Development Area ("Area"), as an economic development area under IC 36-7-14 and IC 36-7-25.

The Declaratory Resolution approved the economic development plan ("Plan") for the Area which Plan contained specific recommendations for economic development in the Area, and the Declaratory Resolution established an allocation area ("Allocation Area") in accordance with IC 36-7-14-39, for the purpose of capturing property taxes generated from the incremental assessed value of real property located in the Allocation Area;

The Issuer, upon finding that the Projects (as hereinafter defined) needed to support the Facilities and the proposed financing of the construction thereof will induce the Company to create additional employment opportunities in the City of Goshen, Indiana ("City"); will benefit the health, safety, morals, and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, the Issuer adopted an ordinance approving the proposed financing.

The Issuer intends to issue its Economic Development Revenue Bonds, Series 2021 (College Avenue Project) ("Series 2021 Bonds") in the aggregate principal amount of \$ _____ pursuant to the Trust Indenture dated as of _____ 1, 2021 ("Indenture") between the Issuer to _____, _____, Indiana, as Trustee ("Trustee") and intends to utilize the proceeds of the Series 2021 Bonds pursuant to the provisions of this Financing Agreement to finance the construction of infrastructure improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer, water and flood control improvements, together with all necessary appurtenances and related improvements (collectively, "Projects") in or physically connected to the Area and to pay issuance costs to induce the Company to construct the Facilities.

This Financing Agreement provides for the payment by the Commission of the Series 2021 Bonds from TIF Revenues.

Subject to the further provisions of this Financing Agreement, the Series 2021 Bonds will be payable solely out of TIF Revenues, Bond proceeds (less costs of issuance) and Net Proceeds.

In consideration of the premises, the use of the proceeds of the Series 2021 Bonds and of other good and valuable consideration, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Financing Agreement.

The Company and the Issuer hereby covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Act" means, collectively, Indiana Code 36-7-11.9, -12, -14 and -25 and any successor provisions of the Indiana Code or successor codes.

"Allocation Area" means the College Avenue Economic Development Allocation Area.

"Annual Fees" means annual fees of the Trustee and reasonable (in an amount not to exceed \$5,000) annual fees and expenses incurred by the Issuer related to monitoring Tax Increment.

"Area" means the College Avenue Economic Development Area.

"Authorized Representative" means: (i) as to the Company, any officer of the Company or any other person certified by an officer of the Company to be such, and shall serve as Authorized Representative for the Company; and (ii) as to the Issuer, any person so designated by the Mayor and authorized to serve as Authorized Representative for the Issuer.

"Bond Counsel" means a nationally recognized firm of municipal bond attorneys acceptable to the Trustee.

"Bond Fund" means the Bond Fund established by Section 4.2 of the Indenture.

"Bond Year" means each twelve-month period ending on any bond payment date.

"Bondholder" or any similar term means the registered owner of a Bond.

"Bonds" means the Series 2021 Bonds and any other bonds issued under the Indenture.

"Business Day" means any day other than a Saturday, Sunday or holiday on which commercial banks in the city or town in which the principal office of the Trustee is located are open for conducting substantially all of its banking activities.

"College Avenue Tax Increment" means all property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 2021 Bonds.

"College Avenue TIF Revenues" means all of the College Avenue Tax Increment generated in the Allocation Area and deposited into the Redevelopment Commission's Allocation Fund, minus the Annual Fees, received by the Redevelopment Commission and pledged to the Issuer for payment of the Bonds pursuant to the TIF Pledge Resolution.

"Commission" means the Goshen Economic Development Commission.

"Company" means Last Dance, LLC, a limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana, or any successors thereto permitted under Section 3.3 hereof.

"Completion Date" means the date of delivery by the Company to the Trustee of the certificate required by Section 4.4(c) of the Indenture, evidencing the completion of the Facilities.

"Construction Fund" means the Construction Fund established in Section 4.4 of the Indenture.

"Costs of Construction" means the categorical costs of providing for an "economic development project" as defined and set forth in the Act as follows:

(i) the "Bond Issuance Costs," namely the costs, fees and expenses incurred or to be incurred by the Issuer, [and] Redevelopment Commission [and the Company] in connection with the issuance and sale of the Series 2021 Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer or Redevelopment Commission's municipal advisor, the fees of the Issuer and Redevelopment Commission's counsel, the acceptance fee and first year annual administrative fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture, the out-of-pocket costs of the Issuer, [the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants, the fees and disbursements of counsel to the purchasers of the Bonds], the costs of preparing or printing the Series 2021 Bonds and the documentation supporting the issuance of the Series 2021 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Projects;

(iii) all costs and expenses which Issuer [or Company] shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto) for materials and the construction of the Projects; and

(iv) any sums required to reimburse the Issuer, [and] Redevelopment Commission [or Company] for advances made by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Projects.

"Development Agreement" means the Development Agreement dated June 16, 2021 among the City, the Redevelopment Commission and the Company.

"Excess TIF Revenues" means the TIF Revenues not needed to pay the debt service on the Series 2021 Bonds on the next February 1 or August 1.

"Facilities" means the construction of two new RV manufacturing buildings and one lamination building.

"Future Allocation Area" means an allocation area created in the future to capture tax increment generated by future industrial development within an area east of the railroad to County Road 31, south to Kercher Road and then west to Century Drive, outside the Area

"Future Tax Increment" means all property tax proceeds attributable to the assessed valuation of real property in the Future Allocation Area in excess of the assessed value described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 2021 Bonds.

"Future TIF Revenues" means 25% of the Future Tax Increment generated in the Future Allocation Area and deposited into the Redevelopment Commission's Future Allocation Fund, minus Annual Fees, received by the Redevelopment Commission and pledged to the Issuer for payment of the Bonds pursuant to the TIF Pledge Resolution.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America.

"Indenture" means the Trust Indenture dated as of _____ 1, 2021, from the Issuer to the Trustee and all amendments and supplements thereto.

"Issuer" means the City of Goshen, Indiana, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

"Net Proceeds," when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including attorneys' fees and expenses and any expenses of the Trustee or the Issuer) incurred in the collection of such gross proceeds.

"Outstanding" means Bonds which have been duly authenticated and delivered by the Trustee under the Indenture, except:

(i) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(ii) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(iii) Bonds in lieu of which others have been authenticated under Section 2.9 of the Indenture.

"Projects" means the construction of infrastructure improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer and water improvements, together with all necessary appurtenances and related improvements needed to serve the Facilities, in or physically connected to the Area.

"Purchaser" means Last Dance, LLC, a limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana.

"Qualified Investments" means any of the following classes of securities, to the extent to which investment in such securities is permitted under State law: (i) direct obligations of, or obligations the payment of the principal of and interest on which when due are unconditionally guaranteed by, the United States of America; (ii) bonds, debentures, participation certificates, or notes of any of the following agencies of the United States government: Federal Farm Credit Banks, the Federal National Mortgage Association, the Government National Mortgage Association, the Student Financing Marketing Corporation, the Federal Land Bank, the World Bank, the Resolution Trust Corporation, the Federal Home Financing Mortgage Corporation, and the Federal Home Financing Bank; (iii) investments which evidence direct ownership of future interest and principal payments of obligations described in (i) or (ii) above; (iv) mutual funds or money market funds (including an affiliate of the Trustee) which only invest in obligations described in (i), (ii), or (vii) herein and which are rated in the highest category by a national rating agency at the time of purchase; (v) unsecured interest-bearing obligations of any commercial bank (including the Trustee), trust company, bank holding company, insurance company, or any other entity with long-term debt obligations which have been assigned to a rating category no less than the second highest category assigned by Standard & Poor's Ratings Group and Moody's Investors Service at the time of purchase; (vi) deposits in interest-bearing time deposits or savings accounts in banks (including the Trustee) organized under the laws of any state of the United States or under the laws of the United States or in savings and financing associations organized under the laws of any state of the United States or under the laws of the United States, provided that any such deposits are (x) insured by the Federal Deposit Insurance Corporation or (y) fully secured by obligations of the type specified in (i), (ii), (iii), or (v) above; and (vii) fully collateralized direct repurchase agreements or guaranteed investment contracts having a defined termination date, secured by obligations of the United States of America or its agencies and instrumentalities in market value of not less than the principal amount of the funds disbursed, pledged with a third party selected or approved by the Company, and placed through a primary government securities dealer, as defined by the Board of Governors of the Federal Reserve System, or a nationally or state chartered bank (which may include the Trustee).

"Redevelopment Commission" means the Goshen Redevelopment Commission.

"Reimbursement Obligation" means the obligation of the Redevelopment Commission and the City to use Excess TIF Revenues to reimburse the Company for funds expended pursuant to the SEWER MAIN CONSTRUCTION Section 1 of the Development Agreement.

"Series 2021 Bonds" or "Bonds" means the Economic Development Revenue Bonds, Series 2021 (College Avenue Project) to be issued by the Issuer under the Indenture in the aggregate principal amount of \$ _____.

"State" means the State of Indiana.

"TIF Pledge Resolution" means the resolution of the Redevelopment Commission adopted on October 12, 2021, pledging TIF Revenues to the Issuer and repayment of the Reimbursement Obligation.

"TIF Revenues" means collectively the College Avenue TIF Revenues and the Future TIF Revenues, but does not include the Excess TIF Revenues.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean _____, _____, Indiana.

"Written Request" means a request in writing from an Authorized Representative of the party making the request.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) "This Financing Agreement" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) The Issuer is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Financing Agreement.

(b) The Issuer agrees to provide funds from the issuance of the Series 2021 Bonds for financing the construction of the Projects to induce the Company to construct the Facilities, to the end that industry and the economy may be diversified and job opportunities promoted.

(c) The Issuer covenants that it will timely pay the TIF Revenues to the Trustee as provided in the Indenture. The Issuer represents and warrants that the TIF Pledge Resolution of the Redevelopment Commission was validly adopted and constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

(d) The City agrees to bid, construct and utilize Series 2021 Bond proceeds for the construction of the Projects as further set forth in the PROJECT FINANCING Section 2(a)-(f) of the Development Agreement.

(e) The City agrees that to the extent Series 2021 Bond proceeds are available after completion of the Projects, the City will use surplus proceeds on the flood control and water main loop projects set forth in the PROJECT FINANCING Section 3 of the Development Agreement.

(f) To the extent that Series 2021 Bond proceeds are not sufficient to fund the construction of the Projects and the Company has expended its own funds pursuant to the SEWER MAIN CONSTRUCTION Section 1 of the Development Agreement, the City will use Excess TIF Revenues to fund the Reimbursement Obligation.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and perform its obligations under this Agreement, and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The execution and delivery of this Financing Agreement and the performance by the Company of its obligations under this Financing Agreement, (i) have been duly and effectively authorized by all necessary limited liability company action on the part of the Company, (ii) do not conflict with or result in any breach of any of the material terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any material lien, charge or

encumbrance upon any property or assets of the Company pursuant to any indenture, loan agreement or other agreement or instrument (other than this Financing Agreement to which the Company is a party or by which the Company, its properties or operations may be bound), and (iii) will not result in any material violation of the provisions of the by-laws or similar governing documents of the Company or any material laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Company, its properties or operations are subject.

(c) The execution, delivery and performance by the Company of this Financing Agreement does not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state or other governmental authority or agency, not previously obtained or performed.

(d) Assuming the due authorization, execution and delivery thereof by the other parties thereto, this Financing Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general.

(e) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(f) To the Company's knowledge, no event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(g) The Company expects to complete construction of the Facilities by _____, 20____.

(h) The Facilities are expected to employ approximately 500 to 800 full-time employees by December, 2025 with an average wage, without benefits, of approximately \$40.0 to \$50.00 per hour. The capital investment in the Facilities is anticipated to be \$58,940,000.

(i) The Company, as the Purchaser of the Series 2021 Bonds, shall bear the risk of nonpayment of the Bonds and recognizes that the Issuer's obligation to the repayment of the Bonds is limited to available TIF Revenues, and that the owners of the Series 2021 Bonds shall bear the risk that the TIF Revenues are not sufficient to pay the principal of and interest on the Series 2021 Bonds.

(j) The Company agrees that to the extent Series 2021 Bond proceeds are not sufficient to complete the construction of the Projects, the Developer shall provide the additional funds needed to complete the Projects as set forth in the SEWER MAIN CONSTRUCTION Section 1 of the Development Agreement within _____ () days of written notice of the amount of additional funds needed.

Section 2.3. Financing of Series 2021 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2021 Bonds and is providing the proceeds from the sale thereof to the Company by making the deposits and payments specified in Section 3.1 and 4.6 of the Indenture.

(End of Article II)

ARTICLE III.

PARTICULAR COVENANTS OF THE COMPANY AND THE ISSUER

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder and agrees to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 7.1 hereof.

Section 3.2. General Covenants. (a) The Company covenants and agrees with and for the express benefit of the Issuer, the Trustee and the owners of the Bonds that the Company shall perform all of its obligations, covenants and agreements hereunder, without notice or demand.

(b) Until such time as the construction of the Projects and Facilities shall have been completed, the Company: (i) will perform and observe all of its agreements contained in this Financing Agreement; and (ii) will not terminate this Financing Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Company to complete the Facilities, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Facilities, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Financing Agreement or the Indenture.

Section 3.3. Continuing Existence and Qualification; Assignment, Sale or Other Disposition of Projects. The Company covenants that until such time as the Series 2021 Bonds have been paid in full, it will maintain in good standing its corporate existence and qualification to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Company may, without violating its agreement contained in this Section, consolidate with or merge into another corporation or other entity, or permit one or more other corporations or other entities to consolidate with or merge into it, or sell or otherwise transfer to another corporation or entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity (such corporation being hereinafter called the "Surviving Corporation") (if other than the Company) expressly accepts, agrees and assumes in writing to pay and perform all of the obligations of the Company herein and be bound by all of the agreements of the Company contained in this Financing Agreement to the same extent as if the Surviving Corporation had originally executed this Financing Agreement, and the Surviving Corporation is an Indiana corporation or is a foreign corporation or partnership, trust or other person or entity organized under the laws of one of the states of the United States and is qualified to do business in the State of Indiana as a foreign corporation or partnership, trust or other person or entity.

Section 3.4. Company Duties Under Indenture. The Company agrees to perform all matters provided by the Indenture to be performed by the Company and to comply with all provisions of the Indenture to be complied with by the Company.

Section 3.5. Reserved.

Section 3.6. Trustee's Right to Perform Company's Covenants; Advances. Only if the owner of the Bonds is other than the Purchaser, if the Company shall fail to (i) complete or cause the completion of the construction and equipping of the Projects, or (ii) fail to make any payment or perform any other act required to be performed hereunder, then and in each such case the Trustee, upon not less than 30 days' prior written notice to the Company, may (but shall not be obligated to) remedy such default for the account of the Company and make advances for that purpose. No such performance or advance shall operate to release the Company from any such default, and any sums so advanced by the Trustee shall be repayable by the Company on demand and shall bear interest at the Trustee bank's prime rate plus two percent (2%) from the date of the advance until repaid.

Section 3.7. Indemnity. The Company will pay, protect, defend, indemnify and save the Issuer and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses of the Issuer and the Trustee), causes of actions, suits, claims, demands and judgments of any nature arising from a breach by the Company of any covenant, agreement, representation or warranty in this Financing Agreement (except with respect to any breach of any of Issuer's covenants, agreements, representations or warranties included in this Financing Agreement and except for damage resulting from willful or gross negligent actions by the Issuer).

The Company will pay, protect, defend, indemnify and save the Commission and the Redevelopment Commission harmless from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses of the Commission and the Redevelopment Commission), causes of actions, suits, claims, demands and judgments of any nature to the extent arising from breach by the Company of any covenant, agreement, representation or warranty in this Financing Agreement (except with respect to any breach of any of Commission's or Redevelopment Commission's covenants, agreements, representations or warranties included in this Financing Agreement and except for damage resulting from willful or negligent actions by the Commission or the Redevelopment Commission).

If any proceeding is instituted for which indemnity may be sought under this Section 3.7, the party that may seek such indemnity shall notify the Company and the Issuer in writing in a timely manner to allow the Company to defend any action or claim in such proceeding.

Section 3.8. Funding of Indenture Funds; Investments. The Issuer shall deposit with the Trustee proceeds from the sale of the Series 2021 Bonds in the manner specified in Article 3 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in such Article.

The Company and the Issuer agree that all moneys in any Fund established by the Indenture shall, at the written direction of the Company, be invested in Qualified Investments.

The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. The Trustee shall not be liable or responsible for any loss resulting from any such investment properly obtained in accordance with the Company's direction. All such

investments shall be held by or under the control of the Trustee and any income resulting therefrom shall be applied in the manner specified in the Indenture. Although the Issuer and the Company each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Company hereby agree that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 3.9. Completion of Facilities. (a) The Company agrees, subject to Force Majeure and other conditions or events beyond the Company's control, that it will use reasonable efforts to cause to be made, executed, acknowledged and delivered any contracts, orders, receipts, writings and instructions with any other persons, firms, corporations or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Facilities by _____, 20__.

The Company agrees, for the benefit of the Issuer and the Bondholders and in order to fulfill the purposes of the Act, to complete the construction of the Facilities and to pay from other funds of the Company that portion of the costs of the Projects as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys, which will be paid into the Construction Fund and which under the provisions of this Financing Agreement will be available for payment of the costs of the construction of the Projects, will be sufficient to pay all the costs which will be incurred in that connection.

The Issuer has, in Section 4.4 of the Indenture, authorized and directed Trustee to make payments from the Construction Fund to pay the Costs of Construction, or to reimburse Company or the Issuer for any Costs of Construction paid by it in the manner and subject to the provision of Section 4.4 thereof.

The Completion Date of the Projects shall be evidenced to Trustee by a certificate signed by an Authorized Representative of the Issuer in compliance with the provision of Section 4.4(b) of the Indenture and any excess proceeds in the Construction Fund at such time shall be deposited in the Bond Fund and used to prepay the Series 2021 Bonds as provided in Section 4.4(c) hereof, provided, however that any failure to file such certificate shall not constitute an Event of Default under this Financing Agreement or the Indenture.

Section 3.10. Tax Exempt Status of Series 2021 Bonds. The Company hereby represents, warrants and agrees that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipients thereof of the interest on the Series 2021 Bonds for federal income tax purposes and, if it should take or permit, or omit to take or cause to be taken, any such action, the Company shall take or cause to be taken all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

ARTICLE IV.

APPLICATION OF SERIES 2021 BOND PROCEEDS

Section 4.1. Use of Series 2021 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2021 Bonds and is depositing the proceeds from the sale thereof with the Trustee for use by making the deposits and payments specified in Section 3.1 and 4.4 of the Indenture; provided such proceeds shall be used solely in connection with the development of the Projects and advanced and used solely in accordance with the terms of this Financing Agreement and the Indenture.

Section 4.2. Use of TIF Revenues. Issuer covenants as follows:

(a) Upon receipt of Written Request of the [Issuer][Company] pursuant to Section 4.4(b) of the Indenture, the Trustee shall distribute sums for Costs of Construction of the Projects as those costs are incurred until the Trustee has distributed the aggregate total amount of _____ Dollars (\$ _____). All of the foregoing is for the benefit of the holders of the Series 2021 Bonds, to the end that industry and the economy may be diversified and job opportunities promoted and retained, and to secure the Series 2021 Bonds by pledging the TIF Revenues to the Trustee.

Section 4.3. Estoppel Certificate. The Issuer shall, upon reasonable request of the Company, provide the Company (or such person as the Company requests) with a certificate stating that an Event of Default by Company has not occurred hereunder as of the date of such certificate, provided that such state of facts are true.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an "event of default" hereunder:

(i) failure of the Company to observe and perform any covenant, condition or provision hereof, including all warrants and representations, and to remedy such default within 30 days after notice thereof from the Trustee to the Company, unless the Issuer shall have consented thereto in writing; provided, however, that the Company shall have such additional time as is reasonably necessary to cure any non-monetary default that is not capable of being cured within such 30-day period so long as the Company is diligently pursuing such cure to completion; or

(ii) until such time as the Projects and Facilities have been completed, the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Company in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or for any substantial part of its property, or ordering the windup or liquidation of its affairs; or the filing and pendency for ninety days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency or similar law; or

(iii) until such time as the Projects and Facilities have been completed, the commencement by the Company of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making by the Company of any general assignment for the benefit of creditors, or the failure of the Company generally to pay its debts as such debts become due, or the taking of corporate action by the Company in furtherance of any of the foregoing.

(b) Subject to the further provisions of this Article V, during the occurrence and continuance of any Event of Default hereunder, Issuer shall have the rights and remedies hereinafter set forth in addition to any other remedies herein or provided at law or in equity (provided that the Issuer shall have the right to assign and delegate all such remedies to the Trustee, who may exercise any or all such remedies):

(i) No Further Proceeds. The Issuer shall, upon an Event of Default, be entitled to direct the Trustee to cease honoring draw requests from the Construction Fund or from other proceeds of the Series 2021 Bonds and the Company shall not be entitled to further draws from the Construction Fund or be entitled to other proceeds from the Series 2021 Bonds during the continuance of any such Event of Default.

Section 5.2. Right to Bring Suit, Etc. The Issuer, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for recovery of amounts due, for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Issuer shall deem most effectual to protect and enforce any of its rights or duties hereunder against Company; provided, however that all costs incurred by the Issuer under this Article V including its attorneys' fees and costs of collection, shall be paid by the Company to the Issuer within thirty (30) days' after receipt of written demand and receipt of all reasonably requested back-up information (e.g., receipts, and paid invoices). The Company acknowledges and agrees that the breach of some of its obligations cannot be cured by the payment of money and that equitable relief is an appropriate remedy.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

Section 5.6. Waiver of Events of Default. If after any event of default shall have occurred under this Financing Agreement and prior to the Trustee exercising any of the remedies provided in this Article, the Company shall have completely cured such default, such default may be waived at the discretion of the Issuer and, if so waived, shall be rescinded and annulled by the Trustee by written notice given to the Company.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this Financing Agreement or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer or the Commission or of any officer or employee of the Issuer, the Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, nor any officer or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 7.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article 10 of the Indenture, the Company and the Issuer may, with the consent of the Trustee, from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case this Financing Agreement shall thereupon cease, terminate and become void; and this Financing Agreement, and the covenants of the Company contained herein, shall be discharged and the Issuer and the Trustee in such case on demand of the Company and at its cost and expense, shall execute and deliver to the Company a proper instrument or proper instruments acknowledging the satisfaction and termination of this Financing Agreement.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns the Trustee, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holder of the Series 2021 Bonds.

Section 9.2. Severability. If any one or more of the provisions contained in this Financing Agreement or in the Series 2021 Bonds shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein, shall not in any way be affected or impaired thereby.

Section 9.3. Limitation on Interest. No provisions of this Financing Agreement shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is herein provided for, or shall be adjudicated to be so provided for herein, neither the Company nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Financing Agreement inconsistent with this provision.

Section 9.4. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Goshen, Indiana
 202 South 5th Street, Suite 2
 Goshen, IN 46528-3714
 Attention: Clerk-Treasurer

To the Company: Last Dance, LLC
 7133 Eli Lilly Road
 Syracuse, IN 46567
 Attention: Ryan Thwaits

To the Trustee:

Attention: _____

Section 9.5. Successors and Assigns. At any time in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not.

Section 9.6. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.7. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of the State.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer has caused this Financing Agreement to be executed in its name by its authorized officers and the Company has caused this Financing Agreement to be executed in its name by its authorized officer, all as of the date first written above.

LAST DANCE, LLC

By: _____

Printed: _____

Title: _____

CITY OF GOSHEN, INDIANA

Mayor

(SEAL)

Attest:

Clerk-Treasurer

This instrument prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900,
Indianapolis, IN 46282-0200.

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT, dated as of the ____ day of _____, 2021, by and between the City of Goshen, Indiana ("City" or "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of Indiana and Last Dance, LLC ("Purchaser").

WITNESSETH:

WHEREAS, the City has duly authorized the issuance of its bonds designated "Economic Development Revenue Bonds, Series 2021 (College Avenue Project)" ("Bonds") in the aggregate principal amount of \$_____ by the adoption of its Bond Ordinance on November 16, 2021, a correct copy of which is incorporated herein by reference ("Bond Ordinance") and as described in the Trust Indenture, dated as of October 1, 2021 ("Indenture") between the City and _____, as trustee ("Trustee"); and

WHEREAS, the Purchaser has authorized the purchase of the Bonds;

NOW, THEREFORE, THE PURCHASER AND THE CITY AGREE:

Section 1. Purchase and Sale of the Bonds. (a) The Purchaser hereby agrees to purchase the Bonds and the City hereby agrees to use its best efforts to issue the Bonds and to sell the Bonds to the Purchaser at their face value (\$_____). The Bonds shall be dated their date of issuance and shall bear interest at the rate of 4.0% per annum, shall mature semiannually on January 1 and July 1 on the dates and in such amounts as set forth in Exhibit A attached hereto, and shall be subject to optional and mandatory sinking fund redemption as set forth on Exhibit A. The Bonds shall constitute a contract between the City and the Purchaser, as the owner of the Bonds.

(b) The City has taken or will take prior to closing all actions required by law to enable it to issue the Bonds.

(c) Prior to delivery of the Bonds by the City, the Purchaser will provide an investment letter to the effect that by acceptance of the Bonds the Purchaser will be deemed to have consented to all of the terms and provisions of the Bond Ordinance, the Indenture and the Financing Agreement (as defined in the Indenture) and will represent that:

- (i) It is a sophisticated investor and is familiar with securities such as the Bonds.
- (ii) It is familiar with the Issuer, the Goshen Redevelopment Commission ("Redevelopment Commission") and the Goshen Redevelopment District ("District"); it has received such information concerning the Issuer, the Redevelopment Commission, the District, the Series 2021 Bonds and the TIF Revenues as it deems to be necessary in connection with investment in the Series 2021 Bonds. It has received, read and had an opportunity to comment upon the Indenture, the Series 2021 Bonds, the TIF Pledge Resolution ("TIF Resolution") and the Financing Agreement. Prior to the purchase of the Series 2021 Bonds, it has been provided with the opportunity to ask questions of and receive answers

from the representatives of the Issuer and the Redevelopment Commission concerning the terms and conditions of the Series 2021 Bonds, the tax status of the Series 2021 Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Ice Miller LLP, or Baker Tilly Municipal Advisors, LLC for information concerning the financial status of the Issuer or the Redevelopment Commission or the ability of the Issuer or the Redevelopment Commission to honor their financial obligations or other covenants under the Series 2021 Bonds, the Indenture or the Financing Agreement. It is understood that the projection of TIF Revenues (as defined in the TIF Resolution) prepared by Baker Tilly Municipal Advisors, LLC in connection with the issuance of the Series 2021 Bonds has been based on estimates of the investment in real property provided by the Company.

- (iii) It understands that the Issuer's collection of the TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. It further understands that the neither the Issuer nor the Redevelopment Commission may levy a property tax or borrow money to make up any shortfall due to the application of this credit.
- (iv) It is acquiring the Series 2021 Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2021 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.
- (v) It understands that the Series 2021 Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Series 2021 Bonds only if the Trustee shall first have received: (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts; or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer; or (iii) a certificate stating that it reasonably believes that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Series 2021 Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2021 Bonds.

- (vi) It has investigated the security for the Series 2021 Bonds, including the availability of TIF Revenues to its satisfaction, and it understands that the Series 2021 Bonds are payable solely from TIF Revenues.
- (vii) It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.
- (viii) It understands that the Issuer has no continuing disclosure obligations with regard to the Series 2021 Bonds.
- (ix) It understands that on March 11, 2020, the World Health Organization proclaimed the Coronavirus (COVID-19) to be a pandemic. In an effort to lessen the risk of transmission of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19, affecting business activities and impacting global, state and local commerce and financial markets. The emergence of COVID-19 and the spread thereof is an emerging and evolving issue. As the Issuer continues its efforts to contain and limit the spread COVID-19 disease, future tax and other revenue collections may deviate from anticipated and historical collections and may have an adverse impact on the financial position and operations of the Issuer and its ability to fund debt obligations, including the bonds in accordance with its terms. The Issuer is not able to predict and makes no representations as to the economic impact of the COVID-19 pandemic on the Issuer or its financial position.

(d) Simultaneously with the delivery to, or at the direction of, the Purchaser of the Bonds, which Bonds shall be substantially in the form set forth in the Indenture, the City shall furnish to the Purchaser a transcript of proceedings and the opinion of Ice Miller LLP, bond counsel, addressed to the Trustee and the Purchaser as to, among other things, the validity of the Bonds and the tax-exempt status of interest on the Bonds.

Section 2. If any provision of this Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Purchase Agreement and this Purchase Agreement shall be construed and be in force as if such invalid or unenforceable provision had not been contained herein.

Section 3. This Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Purchaser and the City each agree that they will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Purchase Agreement.

Section 4. No waiver by either the Purchaser or the City of any term or condition of this Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Purchase Agreement.

Section 5. This Purchase Agreement merges and supersedes all prior negotiations, representations, and agreements among the Purchaser, the Company and the City relating to the subject matter hereof and constitutes the entire agreement among the Purchaser and the City in respect hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereunto set our hands as of the day first above written.

CITY OF GOSHEN, INDIANA

Mayor

Attest:

Clerk-Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as of the day first above written.

LAST DANCE, LLC, as purchaser

By: _____

Its: _____

Title: _____

EXHIBIT A

Maturity Date: _____ 1, 20__

Optional Redemption

The Bonds are subject to optional redemption prior to maturity on any date, upon thirty (30) days' notice, in whole or in part, in such order as the City shall direct in writing and by lot within maturities, at face value, with no premium, plus in each case, accrued interest to the date fixed for redemption.

Mandatory Sinking Fund Redemption

The Bonds maturing on _____ 1, 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>Date</u>	<u>20__ Term Bond</u> <u>Amount</u>	<u>Date</u>	<u>Amount</u>
-------------	--	-------------	---------------

*

*Final Maturity

TRUST INDENTURE

BETWEEN

CITY OF GOSHEN, INDIANA

AND

_____, Indiana
as Trustee

\$ _____

CITY OF GOSHEN, INDIANA
ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2021
(COLLEGE AVENUE PROJECT)

Dated as of _____ 1, 2021

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS.....	11
Section 1.1. Terms Defined.....	11
Section 1.2. Rules of Interpretation	14
Section 1.3. Exhibits	15
ARTICLE II. THE SERIES 2021 BONDS	16
Section 2.1. Authorized Amount of Series 2021 Bonds	16
Section 2.2. Issuance of Series 2021 Bonds.....	16
Section 2.3. Payment on Series 2021 Bonds.....	17
Section 2.4. Execution; Limited Obligation.....	17
Section 2.5. Authentication.....	17
Section 2.6. Form of Series 2021 Bonds.....	18
Section 2.7. Delivery of Series 2021 Bonds	18
Section 2.8. Issuance of Additional Bonds	18
Section 2.9. Mutilated, Lost, Stolen, or Destroyed Series 2021 Bonds.....	19
Section 2.10. Registration and Exchange of Series 2021 Bonds; Persons Treated as Owners	20
ARTICLE III. APPLICATION OF SERIES 2021 BOND PROCEEDS	21
Section 3.1. Deposit of Funds	21
ARTICLE IV. REVENUE AND FUNDS	22
Section 4.1. Source of Payment of Bonds.....	22
Section 4.2. Bond Fund.....	22
Section 4.3. RESERVED	22
Section 4.4. Construction Fund.....	22
Section 4.5. Rebate Fund	23
Section 4.6. TIF Revenues	24
Section 4.7. Trust Funds	24
Section 4.8. Investment.....	24
ARTICLE V. REDEMPTION OF BONDS BEFORE MATURITY	25
Section 5.1. Redemption Dates and Prices	25
Section 5.2. Notice of Redemption	25
Section 5.3. Cancellation	25
Section 5.4. Redemption Payments.....	25
Section 5.5. Partial Redemption of Series 2021 Bonds	26

ARTICLE VI.	GENERAL COVENANTS	27
Section 6.1.	Payment of Principal and Interest	27
Section 6.2.	Performance of Covenants	27
Section 6.3.	Ownership; Instruments of Further Assurance	27
Section 6.4.	Filing of Indenture, Financing Agreement and Security Instruments.....	28
Section 6.5.	Inspection of Books	28
Section 6.6.	List of Bondholders.....	28
Section 6.7.	Rights Under Financing Agreement	28
Section 6.8.	Investment of Funds.....	28
Section 6.9.	Non-presentment of Bonds	28
Section 6.10.	Direction of Bondholders.....	29
Section 6.11.	Tax Covenants.....	29
ARTICLE VII.	DEFAULTS AND REMEDIES	31
Section 7.1.	Events of Default	31
Section 7.2.	Reserved.....	31
Section 7.3.	Remedies; Rights of Bondholders.....	31
Section 7.4.	Right of Bondholders to Direct Proceedings	32
Section 7.5.	Application of Moneys.....	32
Section 7.6.	Remedies Vested In Trustee	33
Section 7.7.	Rights and Remedies of Bondholders.....	33
Section 7.8.	Termination of Proceedings	34
Section 7.9.	Waivers of Events of Default.....	34
ARTICLE VIII.	THE TRUSTEE AND PAYING AGENT	35
Section 8.1.	Acceptance of the Trusts.....	35
Section 8.2.	Fees, Charges and Expenses of Trustee and Paying Agent	37
Section 8.3.	Notice to Bondholders if Default Occurs.....	38
Section 8.4.	Intervention by Trustee	38
Section 8.5.	Successor Trustee.....	38
Section 8.6.	Resignation by the Trustee.....	38
Section 8.7.	Removal of the Trustee	39
Section 8.8.	Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....	39
Section 8.9.	Concerning Any Successor Trustees.....	39
Section 8.10.	Trustee Protected in Relying Upon Resolutions, etc	39
Section 8.11.	Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent.....	39
ARTICLE IX.	SUPPLEMENTAL INDENTURES.....	41
Section 9.1.	Supplemental Indentures Not Requiring Consent of Bondholders.....	41
Section 9.2.	Supplemental Indentures Requiring Consent of Bondholders.....	41

ARTICLE X.	AMENDMENTS TO THE FINANCING AGREEMENT	43
Section 10.1.	Amendments, etc., to Financing Agreement Not Requiring Consent of Bondholders	43
Section 10.2.	Amendments, etc., to Financing Agreement Requiring Consent of Bondholders	43
ARTICLE XI.	MISCELLANEOUS.....	44
Section 11.1.	Satisfaction and Discharge.....	44
Section 11.2.	Defeasance of Bonds.....	44
Section 11.3.	Cancellation of Bonds	45
Section 11.4.	Application of Trust Money.....	45
Section 11.5.	Consents, etc., of Bondholders.....	46
Section 11.6.	Limitation of Rights	46
Section 11.7.	Severability	47
Section 11.8.	Notices	47
Section 11.9.	Counterparts	47
Section 11.10.	Applicable Law	47
Section 11.11.	Immunity of Officers and Directors.....	47
Section 11.12.	Holidays	47

TRUST INDENTURE

This TRUST INDENTURE dated as of the first day of October, 2021, by and between the CITY OF GOSHEN, INDIANA ("Issuer"), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Indiana and _____, a [national] banking association duly organized and existing under the laws of the [United States of America], with a designated corporate trust office located in the City of _____, Indiana, as Trustee ("Trustee");

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, -12, -14 and -25 (collectively, "Act"), authorize and empower the Issuer to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has determined to proceed with the financing of the construction of certain local public improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer and water infrastructure improvements (collectively, "Projects"), to induce Last Dance, LLC ("Company") to construct the hereinafter defined Facilities, in or physically connected to the College Avenue Economic Development Area ("Area") and to pay costs of issuance of the Bonds by offering to issue its Economic Development Revenue Bonds, Series 2021 (College Avenue Project) in the principal amount of \$ _____ ("Series 2021 Bonds"), pursuant to this Trust Indenture and to use the proceeds thereof pursuant to the Financing and Covenant Agreement, dated as of _____ 1, 2021, between the Issuer and the Company ("Financing Agreement") for the purpose of paying certain costs of the Projects and issuance expenses; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Issuer held a public hearing, and upon finding that the Projects and the proposed financing thereof to induce the construction of two new RV manufacturing buildings and one lamination building (collectively, "Facilities") will create additional employment opportunities in the City of Goshen, Indiana ("City"), will benefit the health, safety, morals, and general welfare of the citizens of City and the State of Indiana and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that a redevelopment commission may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 2021 Bonds; and

WHEREAS, the Goshen Redevelopment Commission ("Redevelopment Commission") on September 14, 2021 adopted a declaratory resolution ("Declaratory Resolution"), as confirmed by a confirmatory resolution adopted on October 12, 2021, establishing the Area as an economic development area under IC 36-7-14 and IC 36-7-25; and

WHEREAS, the Declaratory Resolution established the College Avenue Allocation Area ("Allocation Area") for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Allocation Area; and

WHEREAS, the Act provides that such Bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the Financing Agreement provides for the use of the proceeds of the Bonds to complete the Projects, and, pursuant to this Indenture, the Issuer will assign certain of its rights under the Financing Agreement to the Trustee; and

WHEREAS, pursuant to this Indenture, the Bonds shall be payable solely from TIF Revenues and proceeds from the Bonds; and

WHEREAS, the execution and delivery of this Trust Indenture, and the issuance of the Bonds hereunder, have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer; and

WHEREAS, the Redevelopment Commission has, by resolution, pledged TIF Revenues to the Issuer to be applied to the repayment of the Bonds; and

WHEREAS, the Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be substantially in the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 2021 Bonds)

NO. R-____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ELKHART

CITY OF GOSHEN, INDIANA
ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2021
(COLLEGE AVENUE PROJECT)

INTEREST
RATE

MATURITY
DATE

ORIGINAL
DATE

AUTHENTICATION
DATE

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Goshen, Indiana ("Issuer"), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Indiana, for value received, hereby

promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from the payments of TIF Revenues (as defined in the hereinafter defined Indenture), pledged and assigned for the payment hereof, the Principal Amount set forth above, on the Maturity Date, unless this Series 2021 Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof in like money, but solely from those payments, at the Interest Rate specified above per annum payable on _____ 1, 202__, and on each January 1 and July 1 thereafter ("Interest Payment Dates") until the Principal Amount is paid in full. Interest on this Series 2021 Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof ("Interest Date"), except that: (i) if this Series 2021 Bond is authenticated on or prior to _____ 15, 202__, the Interest Date shall be the Original Issue Date specified above; (ii) if this Series 2021 Bond is authenticated on or after the fifteenth day of the month preceding an Interest Payment Date ("Record Date"), the Interest Date shall be such Interest Payment Date; and (iii) if interest on this Series 2021 Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full.

The principal of this Series 2021 Bond are payable at the office of _____, as Trustee, in the City of _____, Indiana, or at the payment office of any successor trustee or paying agent. All payments of interest hereon will be made by the Trustee by check mailed one business day prior to each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date. No presentation of this bond is required for such payments made to the Registered Owner except that upon final payment, this bond shall be returned to the Paying Agent for destruction.

This Series 2021 Bond is [the only] one of an authorized issue of bonds of the Issuer designated as the Economic Development Revenue Bonds, Series 2021 (College Avenue Project) ("Series 2021 Bonds") which is being issued under the hereinafter described Indenture in the aggregate principal amount of \$ _____. The Series 2021 Bonds are being issued for the purpose of providing funds to finance the construction of infrastructure improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer and water improvements, together with all necessary appurtenances, related improvements and equipment (collectively, "Projects") needed to serve the Facilities (as defined in the Indenture), in or physically connected to the College Avenue Economic Development Area located in the City of Goshen, Indiana; and to pay costs of issuance of the Bonds, to be constructed by Last Dance, LLC ("Company"), pursuant to the Financing and Covenant Agreement dated as of _____ 1, 2021 ("Financing Agreement") between the Company and the Issuer which prescribe the terms and conditions under which the proceeds of the Series 2021 Bonds shall be used for construction of the Projects.

The Series 2021 Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 2021 ("Indenture") duly executed and delivered by the Issuer to _____, _____, Indiana, as Trustee (the term Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the TIF Revenues and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set

forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 2021 Bonds. THE OWNER OF THIS SERIES 2021 BOND, BY ACCEPTANCE OF THIS SERIES 2021 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2021 BOND AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Series 2021 Bonds.

2. It is familiar with the Issuer, the Goshen Redevelopment Commission ("Redevelopment Commission") and the Goshen Redevelopment District ("District"); it has received such information concerning the Issuer, the Redevelopment Commission, the District, the Series 2021 Bonds and the TIF Revenues as it deems to be necessary in connection with investment in the Series 2021 Bonds. It has received, read and had an opportunity to comment upon the Indenture, the Series 2021 Bonds, the TIF Pledge Resolution ("TIF Resolution") and the Financing Agreement. Prior to the purchase of the Series 2021 Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Redevelopment Commission concerning the terms and conditions of the Series 2021 Bonds, the tax status of the Series 2021 Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Ice Miller LLP or Baker Tilly Municipal Advisors, LLC for information concerning the financial status of the Issuer or the Redevelopment Commission or the ability of the Issuer or the Redevelopment Commission to honor their financial obligations or other covenants under the Series 2021 Bonds, the Indenture or the Financing Agreement. It is understood that the projection of TIF Revenues (as defined in the TIF Resolution) prepared by Baker Tilly Municipal Advisors, LLC in connection with the issuance of the Series 2021 Bonds has been based on estimates of the investment in real property provided by the Company.

3. It understands that the Issuer's collection of the TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of that property. It further understands that the neither the Issuer nor the Redevelopment Commission may levy a property tax or borrow money to make up any shortfall due to the application of this credit.

4. It is acquiring the Series 2021 Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2021 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

5. It understands that the Series 2021 Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Series 2021 Bonds only if the Trustee shall first have received: (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act

of 1940 and regulations issued pursuant to such Acts; or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer; or (iii) a certificate stating that it reasonably believes that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Series 2021 Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2021 Bonds.

6. It has investigated the security for the Series 2021 Bonds, including the availability of TIF Revenues to its satisfaction, and it understands that the Series 2021 Bonds are payable solely from TIF Revenues.

7. It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

8. It understands that the Issuer has no continuing disclosure obligations with regard to the Series 2021 Bonds.

9. It understands that on March 11, 2020, the World Health Organization proclaimed the Coronavirus (COVID-19) to be a pandemic. In an effort to lessen the risk of transmission of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19, affecting business activities and impacting global, state and local commerce and financial markets. The emergence of COVID-19 and the spread thereof is an emerging and evolving issue. As the Issuer continues its efforts to contain and limit the spread COVID-19 disease, future tax and other revenue collections may deviate from anticipated and historical collections and may have an adverse impact on the financial position and operations of the Issuer and its ability to fund debt obligations, including the bonds in accordance with its terms. The Issuer is not able to predict and makes no representations as to the economic impact of the COVID-19 pandemic on the Issuer or its financial position.

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein. (Such Additional Bonds and the Series 2021 Bonds are hereinafter collectively referred to as the "Bonds.") Reference is made to the Indenture and to all indentures supplemental thereto for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 2021 Bond assents.

The Series 2021 Bonds are issuable in registered form in \$100,000 denominations and thereafter in integral multiples \$1,000 thereof. This Series 2021 Bond is transferable by the

registered holder hereof in person or by its attorney duly authorized in writing at the payment office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2021 Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer, the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund pursuant to Section 5.1 of the Indenture, the Series 2021 Bonds shall be subject to redemption prior to maturity at the option of the Issuer on any date upon thirty (30) days' notice, in whole or in part, in such order of maturity as the Issuer shall direct and by lot within maturities, on any date, from any moneys made available for that purpose, at face value, with no premium, plus in each case accrued interest to the date fixed for redemption.

[The Series 2021 Bonds maturing on _____ 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof, on February 1 and August 1 on the dates and in the amounts set forth below:

20 Term Bond

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
	\$	*	\$

*Final Maturity.]

If any of the Series 2021 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2021 Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days prior to the date fixed for redemption to the Registered Owner of the Series 2021 Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 2021 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2021 Bonds.

All Series 2021 Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 2021 Bond is transferable by the Registered Owner hereof at the payment office of the Trustee upon surrender and cancellation of this Series 2021 Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2021 Bond or Series 2021 Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor, subject to all terms herein.

The Series 2021 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 2021 Bonds as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of or, premium, if any, or the interest on this Series 2021 Bond. The Series 2021 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 2021 Bonds. No covenant or agreement contained in the Series 2021 Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Goshen Economic Development Commission ("Commission") or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2021 Bonds.

The holder of this Series 2021 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 2021 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2021 Bond have been duly authorized by the Issuer.

This Series 2021 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, City of Goshen, Indiana, has caused this Series 2021 Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk-Treasurer all as of _____, 2021.

CITY OF GOSHEN, INDIANA

By: _____
Mayor

(Seal)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2021 Bond is one of the Series 2021 Bonds described in the within mentioned Trust Indenture.

_____, as Trustee

By: _____
Authorized Officer

ASSIGNMENT

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

(Please Print or Typewrite Name and Address)

the within Series 2021 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2021 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

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

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2021 Bond in every particular, without alteration or enlargement or any change whatever.

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

UNIF TRAN MIN ACT -- _____ Custodian _____

(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

TEN COM -- as tenants in common

JT TEN -- as joint tenants with right of survivorship
and not as tenants in common

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

[EXHIBIT A]

[to be printed on a separate page]

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Series 2021 Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Series 2021 Bonds contained, and in order to declare the terms and conditions upon which the Series 2021 Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Series 2021 Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

DIVISION I

All right, title and interest of the Issuer in and to the Financing Agreement (except the rights reserved to the Issuer therein);

DIVISION II

All right, title and interest of the Issuer in and to the TIF Revenues (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Series 2021 Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Series 2021 Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Series 2021 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this Indenture.

"Allocation Area" means the College Avenue Economic Development Area Allocation Area.

"Annual Fees" means annual fees of the Trustee and reasonable (in an amount not to exceed \$5,000) annual fees and expenses incurred by the Issuer related to monitoring College Avenue Tax Increment and Future Tax Increment.

"Area" means the College Avenue Economic Development Area.

"Authorized Representative" means: (i) as to the Company, any officer of the Company or any other person certified by an officer of the Company to be such, and shall serve as Authorized Representative for the Company; and (ii) as to the Issuer, any person so designated by the Mayor and authorized to serve as Authorized Representative for the Issuer.

"Bondholder" or any similar term means the registered owner of a Bond.

"Bond Purchase Agreement" means the purchase agreement dated _____, 2021 between the Issuer and the Bond Purchaser.

"Bond Purchaser" means Last Dance, LLC, a limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana.

"Bonds" means any Bonds issued pursuant to this Indenture, including the Series 2021 Bonds and any Additional Bonds.

"College Avenue Tax Increment" means all real property tax proceeds attributable to the assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 2021 Bonds.

"College Avenue TIF Revenues" means all of the College Avenue Tax Increment generated in the Allocation Area and deposited into the Redevelopment Commission's Allocation Fund, minus the Annual Fees, received by the Redevelopment Commission and pledged to the Issuer for payment of the Bonds pursuant to the TIF Pledge Resolution.

"Company" means Last Dance, LLC, an [Indiana] limited liability company duly organized, existing and authorized to do business under the laws of the State of Indiana, or any successors thereto permitted under Section 3.3 of the Financing Agreement.

"Costs of Construction" means the categorical costs of providing for an "economic development project" as defined and set forth in the Act as follows:

(i) the "Bond Issuance Costs," namely the costs, fees and expenses incurred or to be incurred by the Issuer[, and] Redevelopment Commission [and the Company] in connection with the issuance and sale of the Series 2021 Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of Bond Counsel, fees of the Issuer or Redevelopment Commission's municipal advisor, the fees of the Issuer and Redevelopment Commission's counsel, the acceptance fee and first year annual administrative fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture, the out-of-pocket costs of the Issuer, [the fees and disbursements of counsel to the Company, the fees and disbursements of the Company's accountants, the fees and disbursements of counsel to the purchasers of the Bonds], the costs of preparing or printing the Series 2021 Bonds and the documentation supporting the issuance of the Series 2021 Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Projects;

(iii) all costs and expenses which Issuer [or Company] shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto) for materials, equipment and the construction of the Projects; and

(iv) any sums required to reimburse the Issuer, [and] Redevelopment Commission [or Company] for advances made by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Projects.

"Development Agreement" means the Development Agreement dated June 16, 2021 among the City, the Redevelopment Commission and the Company.

"Event of Default" means those events of default specified in and defined by Section 7.1 hereof.

"Facilities" means the construction of two new RV manufacturing buildings and one lamination building.

"Financing Agreement" means the Financing and Covenant Agreement, dated as of _____ 1, 2021, between the Company and the Issuer and all amendments and supplements thereto.

"Future Allocation Area" means an allocation area created in the future to capture tax increment generated by future industrial development within an area east of the railroad to County Road 31, south to Kercher Road and then west to Century Drive, but outside the Area.

"Future Tax Increment" means all property tax proceeds attributable to the assessed valuation of real property in the Future Allocation Area in excess of the assessed value described in IC 36-7-14-39(b)(1), as such statutory provision exists on the date of issuance of the Series 2021 Bonds.

"Future TIF Revenues" means 25% of the Future Tax Increment generated in the Future Allocation Fund, minus Annual Fees received by the Redevelopment Commission and pledged to the Issuer for payment of the Bonds pursuant to the TIF Pledge Resolution.

"Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

"Interest Payment Date" on the Series 2021 Bonds means each January 1 and July 1, commencing _____ 1, 202__.

"Issuer" means the City of Goshen, Indiana, a municipal corporation and political subdivision organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing Agreement and this Indenture.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Company and who shall be satisfactory to the Trustee in its reasonable discretion.

"Outstanding" or "Bonds outstanding" means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

"Paying Agent" means _____ and any successor paying agent or co-paying agent.

"Projects" means the construction of infrastructure improvements, including but not limited to, road, including curbs and sidewalks, sanitary sewer and water improvements, together with all necessary appurtenances, related improvements and equipment needed to serve the Facilities, in or physically connected to the Area.

"Qualified Investments" shall have the meaning assigned in the Financing Agreement.

"Record Date" means the fifteenth day of the month preceding an interest payment date of the Bonds.

"Redevelopment Commission" means the Goshen Redevelopment Commission.

"Requisite Bondholders" means the holders of 75% in aggregate principal amount of Bonds.

"Series 2021 Bonds" or "Bonds" means the Economic Development Revenue Bonds, Series 2021 (College Avenue Project) in the aggregate principal amount of \$_____.

"TIF Pledge Resolution" means the resolution of the Redevelopment Commission adopted on October 12, 2021, pledging TIF Revenues to the Issuer and repayment of the Reimbursement Obligation (as defined in the Financing Agreement).

"TIF Revenues" means collectively the College Avenue TIF Revenues and the Future TIF Revenues, but does not include the Excess TIF Revenues (as defined in the Financing Agreement).

"Trust Estate" means the funds and accounts, TIF Revenues and other assets described in the Granting Clauses of this Indenture.

"Trustee" means _____, _____, Indiana the party of the second part hereto, and any successor trustee or co-trustee.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Costs of Issuance

Exhibit B: Affidavit of Construction Fund Disbursement Request

(End of Article I)

ARTICLE II.

THE SERIES 2021 BONDS

Section 2.1. Authorized Amount of Series 2021 Bonds. No Series 2021 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The aggregate principal amount of the Series 2021 Bonds (other than Series 2021 Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$_____. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 2021 Bonds. The Series 2021 Bonds shall be designated "Economic Development Revenue Bonds, Series 2021 (College Avenue Project)." The Series 2021 Bonds shall be originally issuable as fully registered Series 2021 Bonds in the principal amount of \$_____, in denominations of \$100,000 and integral multiples \$1,000 thereof and shall be lettered and numbered R-1 and upward. Interest on the Series 2021 Bonds shall be at the rate of 4.0% per annum and shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder one business day prior to each Interest Payment Date. The Series 2021 Bonds shall be dated as of the date of their delivery and shall accrue interest from their date of issuance. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest on the Series 2021 Bonds shall be payable on each January 1 and July 1, commencing on _____ 1, 20__.

Proceeds of the Series 2021 Bonds shall be advanced from time to time as provided in Section 4.4.

The Series 2021 Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 2021 Bonds shall be in default, Series 2021 Bonds issued in exchange for Series 2021 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2021 Bonds or, if no interest has been paid on the Series 2021 Bonds, from the date of issuance and delivery of the Series 2021 Bonds. Series 2021 Bonds authenticated on or prior to _____ 15, 202__ shall bear interest from the date of delivery of the Series 2021 Bonds.

[The Series 2021 Bonds shall mature on _____ 1, 20__.]

Section 2.3. Payment on Series 2021 Bonds. The principal of and interest on the Series 2021 Bonds shall be payable in any coin or currency of the United States of America which, on the dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 2021 Bonds shall be payable at the corporate trust operations office of the Trustee. All other payments on the Series 2021 Bonds shall be made to the person appearing on the Series 2021 Bond registration books of the Trustee as the registered owner of the Series 2021 Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee.

Section 2.4. Execution; Limited Obligation. The Series 2021 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Clerk-Treasurer and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed the Series 2021 Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2021 Bonds shall cease to be such officer before the delivery of such Series 2021 Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery. The use of electronic signatures by the Mayor and Clerk-Treasurer are authorized and affirmed with full valid legal effect and enforceability.

The Series 2021 Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Series 2021 Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, or premium, if any, or interest on the Series 2021 Bond. The Series 2021 Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, or premium, if any, or interest on the Series 2021 Bonds. No covenant or agreement contained in the Series 2021 Bonds or the Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2021 Bonds.

Section 2.5. Authentication. No Series 2021 Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Series 2021 Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee

upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on the Series 2021 Bonds shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2021 Bonds issued hereunder.

Section 2.6. Form of Series 2021 Bonds. The Series 2021 Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.7. Delivery of Series 2021 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2021 Bonds in the aggregate principal amount of \$_____. The Trustee shall authenticate the Series 2021 Bonds and deliver them to the purchasers thereof upon receipt of:

(i) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 2021 Bonds.

(ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the TIF Revenues to the payment of the Series 2021 Bonds.

(iii) Executed counterparts of the Financing Agreement and Indenture.

(iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 2021 Bonds in the principal amount of \$_____ to the purchasers thereof.

The proceeds of the Series 2021 Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. With the consent of the Requisite Bondholders, the Series 2021 Bonds issued under this Indenture in addition to the Series 2021 Bonds ("Additional Bonds") may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely the Series 2021 Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law by depositing with the Trustee, in trust for the sole benefit of such Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost of completing the Projects or of acquiring and/or constructing additional improvements to the Projects, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds,

to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

(i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds and specifying the terms thereof.

(ii) The supplement or amendment to the Financing Agreement and the other instruments, documents, certificates, and opinions referred to in Section 7.1 of the Financing Agreement.

(iii) A copy, duly certified by the Clerk-Treasurer of the Issuer, of the bond ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Financing Agreement and the issuance of such Additional Bonds.

(iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

(v) For additional Bonds payable from TIF Revenues, a certificate showing the requirements for such additional obligations contained in the resolution or ordinance pledging the TIF Revenues shall have been met.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Series 2021 Bonds. If any Series 2021 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2021 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2021 Bond, such mutilated Series 2021 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2021 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Series 2021 Bond shall have matured, instead of issuing a duplicate Series 2021 Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2021 Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Series 2021 Bond with their reasonable fees and expenses in this connection. Any Series 2021 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2021 Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Series 2021 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2021 Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Series 2021 Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Series 2021 Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Series 2021 Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Series 2021 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2021 Bond during the period between the Record Date and any interest payment date of such Series 2021 Bond, nor to transfer or exchange any Series 2021 Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2021 Bonds.

As to any fully registered Series 2021 Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2021 BOND PROCEEDS

Section 3.1. Deposit of Funds. The Issuer shall deposit with Trustee in the Construction Fund \$ _____ of the proceeds from the sale of the Series 2021 Bonds. \$ _____ of the proceeds from the sale of the Series 2021 Bonds deposited into the Construction Fund shall be used to pay Bond Issuance Costs pursuant to Section 4.4(a) of the Indenture. Such proceeds shall be deposited with the Trustee in the Construction Fund. The proceeds of the Series 2021 Bonds shall be paid out immediately following closing or from time to time upon submission to the Trustee of a written request for funds by the Authorized Representative of the [Issuer] [Company]. Such requisition shall be substantially in the form attached as Exhibit B.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

In addition, there shall be deposited in the Bond Fund, as and when received, (a) all TIF Revenues; (b) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Financing Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. Subject to the funding source limitations in this Indenture and the final maturity date of the Bonds, the Issuer hereby covenants and agrees that so long as any of the Series 2021 Bonds issued hereunder are outstanding, it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all the TIF Revenues, as and when received by the Issuer. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to the Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the TIF Revenues, Financing Agreement and proceeds from the Series 2021 Bonds.

The Clerk-Treasurer of the Issuer shall set aside immediately upon receipt of the Tax Increment into the Issuer's Allocation Fund as created by IC 36-7-14 and shall deposit, or cause to be delivered to the Trustee for deposit all the TIF Revenues into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.6.

Moneys in the Bond Fund shall be used by the Trustee first to pay the Annual Fees of the Trustee, to pay interest and principal on the Bonds as they become due at maturity or redemption, in each case including any past due amounts which remain outstanding pursuant to Section 11.13.

Section 4.3. RESERVED

Section 4.4. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof.

(a) The Trustee shall deposit \$ _____ from the sale of the Series 2021 Bonds into the Construction Fund to pay Bond Issuance Costs. The Bond Issuance Costs set forth in Exhibit A shall be wire transferred at closing to the entities listed as authorized by the Mayor and the Clerk-Treasurer, the authorization evidenced by the execution of this Indenture. Other costs of issuance shall be paid upon submission of an affidavit signed by the Mayor and the Clerk-Treasurer. Execution of this Indenture shall be authorization for these payments.

(b) Except as set forth in subparagraph (a) of this Section 4.4, moneys on deposit in the Construction Fund shall be paid out from time to time by the Trustee to or upon the order of the Issuer in order to pay, or as reimbursement to the Issuer or the Company for payment made, for the Costs of Construction, upon receipt by the Trustee of the written request signed by the Authorized Representative of the [Issuer] [Company] in the form attached hereto as Exhibit B:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Projects and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs for Construction;

(2) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) stating that no part of the costs was included in any written request previously filed with the Trustee under the provisions hereof;

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(5) stating a recap of vendors and the amount paid;

(c) Disposition of Construction Fund Moneys After Completion. If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (a) of this Section 4.4 and after receipt by the Trustee of the completion certificate or certificates mentioned in subparagraph (c) of this Section 4.4, there shall remain any balance of moneys in the Construction Fund, the Trustee shall transfer all moneys then in the Construction Fund (except moneys reserved to pay any disputed claims described in the completion certificate required in Section 4.4(c) hereof) to the Bond Fund. The Trustee, as directed in writing by the Issuer, shall use any amount transferred to the Bond Fund from the Series 2021 Bonds, to redeem the Series 2021 Bonds pursuant to Section 5.1 hereof at the earliest redemption date.

Section 4.5. Rebate Fund. There is hereby created and ordered maintained as a separate account in the custody of the Trustee a fund to be designated the Rebate Fund provided,

however, that the Trustee shall not be required to maintain such account on its records until such time as any deposit is actually required to be made into the Rebate Fund under this Indenture and the Certificate of the Issuer Re: Arbitrage and Federal Tax Matters ("Tax Certificate"). Moneys deposited in the Rebate Fund shall be used to meet any rebate liability of the Issuer under Section 148(f) of the Code and the Treasury Regulations promulgated thereunder. Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder. The duties and responsibilities of the Issuer provided in this Section 4.5 are to be read and interpreted consistently with the provisions of the Tax Certificate.

The Trustee shall be entitled to rely on the calculations made pursuant to the Tax Certificate by the Issuer and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

The Issuer shall provide to the Trustee the computations made pursuant to this Section as are required by the Tax Certificate and the Trustee shall keep such records of such computations.

The Trustee shall keep and make available to the Issuer such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Issuer in order to enable the Issuer to make the aforesaid computations as are required under the Tax Certificate.

Section 4.6. TIF Revenues. On or before January 15 and July 15, commencing _____ 15, 202____, the Issuer shall transfer to the Trustee, to the extent available, all TIF Revenues for deposit to the Bond Fund pursuant to Section 4.2.

Section 4.7. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.8. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices. (a) Optional Redemption. So long as the Reimbursement Obligation has been repaid in full, the Series 2021 Bonds are subject to optional redemption by the Issuer, prior to maturity, at the option of the Issuer, on any date, upon thirty days (30) days' notice in whole or in part, in such order of maturity as the Issuer shall direct in writing by lot within maturities, at face value, with no premium, plus in each case accrued interest to the date fixed for redemption. Without any further action, authorization or notice, the Series 2021 Bonds are subject to redemption on any Interest Payment Date, in whole or in part, in inverse order of maturity at face value, plus accrued interest to the date fixed for redemption and without premium from amounts in the Surplus Fund.

(b) Mandatory Sinking Fund Redemption. The Series 2021 Bonds maturing on _____ 1, 20__ are subject to mandatory sinking fund redemption semiannually on January 1 and July 1 at a redemption price equal to the amount of TIF Revenues received by the Redevelopment Commission and deposited in the Bond Fund in the manner prescribed in Sections 4.2 and 4.6 herein.

Section 5.2. Notice of Redemption. In the case of redemption of Series 2021 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 2021 Bonds, or portions of fully registered Series 2021 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days prior to the date fixed for redemption to the registered Owner of each Series 2021 Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Series 2021 Bond numbers and called amounts of each Series 2021 Bond, the redemption date, redemption price, interest, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 2021 Bond shall not affect the validity of any proceedings for the redemption of other Series 2021 Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2021 Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right only to receive the redemption price thereof, plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All Series 2021 Bonds which have been redeemed in whole shall be canceled and destroyed by the Trustee and shall not be reissued in accordance with the Trustee's retention policy then in effect.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Series 2021 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit

of funds for redemption, interest on the Series 2021 Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Series 2021 Bond until such Series 2021 Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen or destroyed Series 2021 Bond.

Section 5.5. Partial Redemption of Series 2021 Bonds. If fewer than all of the Series 2021 Bonds at the time outstanding are to be called for redemption, the maturities of Series 2021 Bonds or portions thereof to be redeemed shall be selected by the Trustee at the direction of the Company. If fewer than all of the Series 2021 Bonds within a maturity are to be redeemed, the Trustee shall select by lot (meaning also random selection by computer) in such manner as the Trustee, in its discretion, may determine, the Series 2021 Bonds or portions of Series 2021 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2021 Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor.

If less than the entire principal amount of any registered Series 2021 Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the Owner of such registered Series 2021 Bond shall forthwith surrender such Series 2021 Bond to the Paying Agent in exchange for (a) payment of the redemption price thereof, plus accrued interest on, the principal amount called for redemption and (b) a new Series 2021 Bond or Series 2021 Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. Subject to the funding source limitations in this Indenture, the Issuer covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest on the Bonds are payable solely and only from the TIF Revenues, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from TIF Revenues. Neither the faith and credit nor the taxing power of the Issuer, the Redevelopment Commission, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of or the principal of and premium, if any, or interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the Redevelopment Commission, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, or premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized herein and to execute this Indenture, pledge the TIF Revenues and assign the Financing Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer represents that at the time of the pledge and assignment thereof the assignment of the Financing Agreement to the Trustee hereby made will be valid and lawful. The Issuer covenants that it will defend its

interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal, or premium, if any, or interest on the Bonds.

Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Projects and the revenues derived from the Projects shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the principal office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.8 of the Financing Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made

available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall be repaid by Paying Agent to Issuer and thereafter Bondholders shall be entitled to look only to Issuer for payment, and then only to the extent of the amount so repaid, and Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.10. Direction of Bondholders. Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as shall be directed by the Requisite Bondholders.

Section 6.11. Tax Covenants. The Issuer shall not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any TIF Revenues in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code or which would otherwise affect the exclusion of interest on the Bonds from gross income of the recipients thereof for federal income tax purposes.

The Issuer shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall, for federal income tax purposes, be excluded from the gross income of the recipients thereof. In furtherance of this covenant, the Issuer shall execute, deliver and perform tax and arbitrage certificates, which are by this reference incorporated herein and made a part hereof as if set forth herein in full, and by its acceptance of this Indenture, the Trustee acknowledges receipt of the tax and arbitrage certificates and acknowledges their incorporation herein by reference.

Notwithstanding any provision of this Indenture or the Financing Agreement to the contrary, unless otherwise specifically agreed in the Tax Certificate or in a separate written agreement, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in nonpurpose obligations having a yield higher than the yield on the Bonds, and the Trustee shall not be liable or responsible for monitoring the compliance by the User or the Issuer with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof except as specifically provided in the Tax Certificate.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "event of default," that is to say, if:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable by reason other than collection of insufficient TIF Revenues and paid to the Trustee; or

(b) any event of default as defined in Section 5.1 of the Financing Agreement shall occur and be continuing; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee; or

(d) the Issuer shall fail to apply collected TIF Revenues in accordance with Article IV of this Indenture.

Section 7.2. Reserved.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Issuer and the Company under the Financing Agreement.

(ii) Upon the occurrence of an event of default, and if directed to do so by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

(iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.3 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee or the Issuer and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third: To the payment of the balance, if any, to the Company or its successors or assigns, upon the written request of the Company, except for any remaining TIF Revenues which shall be paid to the Issuer, or to whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and

interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due, respectively, for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.4 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have

any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that (a) the Company, subsequent to such transmission of written instructions, shall provide the originally executed instructions or directions to the Trustee in a timely manner, (b) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the Company or in the name of the Company, by an authorized representative of the Company, and (c) the Company shall provide to the Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its

services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. Such fees and expenses shall be payable upon the receipt of TIF Revenues received from the Issuer. In the event such TIF Revenues are insufficient to pay such fees and expenses of the Trustee, the Company shall be responsible for payment of said fees and expenses of the Trustee. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. In the event of bankruptcy of the Issuer or Company, any fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. Notice to Bondholders if Default Occurs. If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(1), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days' written notice to the

Issuer, the Company and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. Subject to the last sentence of this Section, the Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Company, the Issuer or the holders of the Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.
- (f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the

Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) deprive the Owners of any Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it who may be counsel for the Issuer, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture. Costs of any such opinion shall be paid by the Issuer.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc., to Financing Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required by (i) the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc., to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in the Construction Fund and the Rebate Fund established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds and except for any TIF Revenues which shall be delivered to the Issuer) when:

- (a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;
- (b) the Issuer and the Company shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture; and
- (c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds prior to the redemption date or maturity date thereof, as the case may be. Provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice

of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on the Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest on and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Bonds. If the Owner of any Series 2021 Bonds presents that Series 2021 Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Series 2021 Bond, the Trustee shall cancel that Series 2021 Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 2021 Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited

with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Financing Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer or any of its members. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by assignment and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Financing Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

Section 11.13. Shortfall of TIF Revenues. Notwithstanding any other provision of this Indenture, any portion of the principal or interest due on the Series 2021 Bonds or any amount of the Reimbursement Obligation that remains unpaid due to a shortfall in TIF Revenues shall not be deemed defeased or otherwise satisfied, shall not be considered paid, and shall continue to be

due and owing until the earlier of: (i) full payment by the Issuer; or (ii) the date which is 25 years after the date on which the Series 2021 Bonds are issued.

(End of Article XI)

IN WITNESS WHEREOF, the City of Goshen, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk-Treasurer, and to evidence its acceptance of the trusts hereby created, _____, in _____, Indiana has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF GOSHEN, INDIANA

By: _____
Mayor

Attest:

Clerk-Treasurer

SEAL

_____, as Trustee

By: _____
(Written Signature)

(Printed Signature)

This instrument prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

EXHIBIT A
Costs of Issuance

Ice Miller LLP

\$ ____.

_____, as Trustee

Baker Tilly Municipal Advisors, LLC

EXHIBIT B

Affidavit of Construction Fund Disbursement Request

NO. 1

Attention: Corporate Trust Department

Re: City of Goshen, Indiana
Economic Development Revenue Bonds, Series 2021 (College Avenue Project)
("Bonds")

Ladies and Gentlemen:

This request for disbursement is submitted to you pursuant to Section 4.4(b) of the Trust Indenture dated as of _____ 1, 2021 ("Indenture") between the City of Goshen, Indiana ("Issuer") and _____ ("Bond Trustee"). You are hereby requested to make the following disbursements in the aggregate amount of \$ _____ from the Construction Fund for the payment of Costs of Construction (as defined in the Indenture) in the individual amounts stated on Schedule A attached hereto.

We hereby certify the following as the [Issuer] [Company] under the Indenture:

1. The Costs of Construction of an aggregate amount set forth in this written request have been made or incurred and were necessary for the construction of the Projects;
2. The amount paid or to be paid, as set forth in this written request, is reasonable and represents a part of the amount payable for the Costs of Construction all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
3. No part of such cost was included in any written request previously filed with the Bond Trustee under the provisions of the Indenture;
4. Such costs are appropriate for the expenditure of proceeds of the Bonds under the Act (as defined in the Indenture); and

5. A recap of vendors and the amount paid and/or to be paid to each and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor.

LAST DANCE, LLC, as Company

By: _____

Print: _____

Title: _____

GOSHEN REDEVELOPMENT COMMISSION

By: _____

Print: _____

Title: _____

SCHEDULE A

Payment To

Amount

\$ _____

ORDINANCE 5106

GOSHEN WATER UTILITY SCHEDULE OF RATES AND CHARGES

WHEREAS the rates and charges for services of the Goshen Water Utility must produce an income sufficient to maintain the utility property in a sound physical and financial condition to render adequate and efficient service;

WHEREAS the rates and charges for services of the Goshen Water Utility must be nondiscriminatory, reasonable and just;

WHEREAS the reasonable and just rates and charges for services provided by the Goshen Water Utility must produce sufficient revenue to the utility to meet the requirements of Indiana Code § 8-1.5-3-8(c) and (d);

WHEREAS a recent financial study of the Goshen Water Utility by Baker Tilly US, LLP, indicates that its current rates and charges are not sufficient to meet the reasonable financial requirements of the Water Utility; and

WHEREAS the Common Council finds it necessary to increase certain rates and charges for the services of the Goshen Water Utility.

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

SECTION 1 Water Rates and Charges

- (A) **Monthly Water Usage Charge.** Each customer shall pay the monthly water usage charge in accordance with the following schedule based on the metered volume of water per one hundred (100) cubic feet supplied. The monthly water usage charge will be adjusted each year pursuant to Section 2.

Cubic Feet of Water Supplied	2022	2023	2024	2025
First 3,000 cubic feet	\$2.88	\$3.09	\$3.24	\$3.40
Next 97,000 cubic feet	\$2.15	\$2.15	\$2.20	\$2.21
Next 100,000 cubic feet	\$1.45	\$1.52	\$1.61	\$1.72

- (B) **Monthly Water Service Charge.** Each customer shall pay the monthly water service charge in accordance with the following schedule based on the applicable size of the meter installed. If there is a compound meter, only the larger meter will pay a service charge. This service charge pays for administrative costs, billing charges, fire protection charges and meter

maintenance. This service charge is in addition to the monthly water usage charge. The monthly water service charge will be adjusted each year pursuant to Section 2.

Meter Size	2022	2023	2024	2025
5/8-inch meter	\$12.55	\$12.23	\$11.95	\$11.68
3/4-inch meter	\$15.33	\$15.10	\$14.80	\$14.57
1-inch meter	\$21.13	\$20.93	\$20.95	\$21.35
1 1/2-inch meter	\$36.70	\$37.40	\$38.00	\$38.65
2-inch meter	\$55.30	\$56.74	\$58.05	\$59.39
3-inch meter	\$107.85	\$107.55	\$107.20	\$107.80
4-inch meter	\$169.10	\$171.85	\$174.30	\$176.95
6-inch meter	\$322.50	\$330.25	\$337.65	\$345.90
8-inch meter	\$498.00	\$509.10	\$519.85	\$531.40

- (C) **Monthly Water Service Charge for Sprinkler Meters.** Each customer with a sprinkler meter shall pay the monthly water service charge for sprinkler meters in accordance with the following schedule based on the applicable size of the meter installed. The amount is different than the service charges set forth in paragraph (B) so that customers are not billed twice for fire protection. The monthly water service charge for sprinkler meters will be adjusted each year pursuant to Section 2.

Meter Size	2022	2023	2024	2025
5/8-inch meter	\$7.50	\$7.10	\$6.75	\$6.40
3/4-inch meter	\$7.75	\$7.40	\$7.00	\$6.65
1-inch meter	\$8.50	\$8.10	\$7.95	\$8.15
1 1/2-inch meter	\$11.45	\$11.75	\$12.00	\$12.25
2-inch meter	\$14.90	\$15.70	\$16.45	\$17.15
3-inch meter	\$32.10	\$30.60	\$29.20	\$28.60
4-inch meter	\$42.85	\$43.60	\$44.30	\$44.95
6-inch meter	\$70.00	\$73.75	\$77.65	\$81.90
8-inch meter	\$94.00	\$98.70	\$103.85	\$109.00

(D) **Fire Protection Charges.**

(1) **Public Fire Protection Charge.**

- (i) **Public Fire Protection Charge for Water Utility Customers.** The monthly public fire protection charge for customers of the Goshen Water Utility is included in the monthly water service charge set forth in paragraph (B).
- (ii) **Public Fire Protection Charge for Sewer-Only Utility Customers.** Each customer of the Goshen Sewer Utility whose premises is not connected to the services provided by Goshen Water Utility shall pay a monthly public fire protection charge in accordance with the following schedule based on the applicable size of the meter installed. A customer of the Goshen Sewer Utility who does not have a meter installed will be charged a monthly public fire protection charge based on the rate for a 5/8-inch meter. The monthly public fire protection charge will be adjusted each year pursuant to Section 2.

Meter Size	2022	2023	2024	2025
5/8-inch meter	\$5.05	\$5.13	\$5.20	\$5.28
3/4-inch meter	\$7.58	\$7.70	\$7.80	\$7.92
1-inch meter	\$12.63	\$12.83	\$13.00	\$13.20
1 1/2-inch meter	\$25.25	\$25.65	\$26.00	\$26.40
2-inch meter	\$40.40	\$41.04	\$41.60	\$42.24
3-inch meter	\$75.75	\$76.95	\$78.00	\$79.20
4-inch meter	\$126.25	\$128.25	\$130.00	\$132.00
6-inch meter	\$252.50	\$256.50	\$260.00	\$264.00
8-inch meter	\$404.00	\$410.40	\$416.00	\$422.40

- (2) **Private Fire Hydrants.** Each customer with a private fire hydrant shall pay the annual private fire hydrant protection charge in accordance with the following schedule. The annual private fire hydrant protection charge will be adjusted each year pursuant to Section 2.

2022	2023	2024	2025
\$647.82	\$634.47	\$601.07	\$573.25

- (3) **Private Fire Sprinkler Lines.** Each customer with a private fire sprinkler line shall pay the annual private fire sprinkler line protection charge in accordance with the following schedule based on the applicable size of the sprinkler line connection. The annual

private fire sprinkler line protection charge will be adjusted each year pursuant to Section 2.

Connection Size	2022	2023	2024	2025
1 1/2-inch connection	\$41.67	\$40.65	\$38.55	\$36.60
2-inch connection	\$71.93	\$70.26	\$66.54	\$63.14
3-inch connection	\$161.82	\$158.04	\$150.13	\$142.04
4-inch connection	\$287.78	\$282.42	\$268.24	\$254.83
6-inch connection	\$647.82	\$634.47	\$601.07	\$573.25
8-inch connection	\$1,150.47	\$1,174.19	\$1,186.05	\$1,209.77
10-inch connection	\$2,068.91	\$2,111.57	\$2,132.90	\$2,175.56
12-inch connection	\$3,169.58	\$3,341.84	\$3,445.20	\$3,514.10

(E) **Building Water Repair Program.**

(1) Building Line Assessment (the combined water/sewer charge) - \$1.10 per month

(F) **Miscellaneous Charges.** The charge for new meters and related accessories will be charged to each customer at cost plus applicable taxes, without any mark-up.

SECTION 2 Annual Adjustments

The schedule of rates and charges set forth in Section 1 (A), (B), (C) and (D) shall go into effect the first billing cycle in 2022 after the effective date of this ordinance, and shall be adjusted the first billing cycle of 2023 and each year thereafter.

SECTION 3 Other Ordinances

This ordinance repeals any provision of a prior ordinance that conflicts with the terms, conditions, rates and charges established by this ordinance. Terms, conditions, rates and charges of prior ordinances that are not in conflict with this ordinance shall remain in full force and effect.

SECTION 4 Effective Date

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 November _____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November _____, 2021, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November _____, 2021.

Jeremy P. Stutsman, Mayor

ORDINANCE 5107

GOSHEN SEWER UTILITY SCHEDULE OF RATES AND CHARGES

WHEREAS the rates and charges for services of the Goshen Sewer Utility must produce an income sufficient to maintain the utility property in a sound physical and financial condition to render adequate and efficient service;

WHEREAS the rates and charges for services of the Goshen Sewer Utility must be just and equitable;

WHEREAS the just and equitable rates and charges for services provided by the Goshen Sewer Utility must produce sufficient revenue to the utility to meet the requirements of Indiana Code § 36-9-23-25;

WHEREAS a recent financial study of the Goshen Sewer Utility by Baker Tilly US, LLP, indicates that its current rates and charges are not sufficient to meet the reasonable financial requirements of the Sewer Utility; and

WHEREAS the Common Council finds it necessary to increase certain rates and charges for the services of the Goshen Sewer Utility.

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

SECTION 1 Sewer Rates and Charges

(A) **Monthly Sewer Rates and Charges.** Each customer shall pay the monthly sewer rates and charges in accordance with the schedules set forth below.

(1) Metered Customers

(i) **Monthly Sewer Usage Charge.** Each metered customer shall pay the monthly sewer usage charge in accordance with the following schedule based on the volume of sewage per one hundred (100) cubic feet discharged. The monthly sewer usage charge will be adjusted each year pursuant to Section 2.

2022	2023	2024	2025
\$7.07	\$7.28	\$7.50	\$7.73

(ii) **Monthly Sewer Service Charge.** Each metered customer shall pay the monthly sewer service charge in accordance with the following schedule based on the applicable size of the meter installed. If there is a compound meter, only the larger

meter will pay a service charge. This service charge pays for administrative costs, billing charges, and meter maintenance. This service charge is in addition to the monthly sewer usage charge. The monthly sewer service charge will be adjusted each year pursuant to Section 2.

Meter Size	2022	2023	2024	2025
5/8-inch meter	\$11.09	\$11.42	\$11.76	\$12.11
3/4-inch meter	\$14.04	\$14.46	\$14.89	\$15.34
1-inch meter	\$22.15	\$22.81	\$23.49	\$24.19
1 1/2-inch meter	\$46.55	\$47.95	\$49.39	\$50.87
2-inch meter	\$77.56	\$79.89	\$82.29	\$84.76
3-inch meter	\$173.59	\$178.80	\$184.16	\$189.68
4-inch meter	\$299.20	\$308.18	\$317.43	\$326.95
6-inch meter	\$675.94	\$696.22	\$717.11	\$738.62
8-inch meter	\$1,201.18	\$1,237.22	\$1,274.34	\$1,312.57

(2) **Unmetered Customers**

- (i) **City Water Available - Monthly Sewer Usage Charge and Service Charge.** Each customer receiving sewer services for an unmetered residential lot, or unmetered residential building that has city water available shall pay the following monthly sewer usage charge and service charge in accordance with the following schedule. The monthly sewer usage charge and service charge will be adjusted each year pursuant to Section 2.

2022	2023	2024	2025
\$99.91	\$102.92	\$106.02	\$109.25

- (ii) **City Water Not Available - Monthly Sewer Usage Charge and Service Charge.** Each customer receiving sewer services for an unmetered residential lot or unmetered residential building that does not have city water available shall pay the following monthly sewer usage charge and service charge in accordance with the following schedule. The monthly sewer usage charge and service charge will be adjusted each year pursuant to Section 2.

2022	2023	2024	2025
\$71.64	\$73.80	\$76.02	\$78.33

- (B) **Surcharges.** The following treatment surcharges shall be charged per pound in accordance with the following schedule. The surcharges will be adjusted each year pursuant to Section 2.

Surcharges (per pound)	2022	2023	2024	2025
BOD (in excess of 200 mg/l)	\$0.13	\$0.13	\$0.14	\$0.14
SS (in excess of 200 mg/l)	\$0.13	\$0.13	\$0.14	\$0.14
NH3N (in excess of 30 mg/l)	\$0.79	\$0.54	\$0.56	\$0.58
Phosphate (in excess of 10 mg/l)	\$0.52	\$0.81	\$0.83	\$0.85
FOG (in excess of 200 mg/l)	\$0.72	\$0.74	\$0.76	\$0.78

(C) **Building Sewer Repair Program.**

- (1) Building Line Assessment (the combined water/sewer charge) - \$1.10 per month
- (2) Building Sewer Claim Fee - \$350.00 per claim

SECTION 2 Annual Adjustments

The schedule of rates and charges set forth in Section 1 (A) and (B) shall go into effect the first billing cycle in 2022 after the effective date of this ordinance, and shall be adjusted the first billing cycle of 2023 and each year thereafter.

SECTION 3 Other Ordinances

This ordinance repeals any provision of a prior ordinance that conflicts with the terms, conditions, rates and charges established by this ordinance. Terms, conditions, rates and charges of prior ordinances that are not in conflict with this ordinance shall remain in full force and effect.

SECTION 4 Effective Date

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 November _____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on November _____, 2021, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on November _____, 2021.

Jeremy P. Stutsman, Mayor

ORDINANCE 5108

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

206-530-00-436-0503 FIRE / Overtime \$80,000

Aviation Fund

206-530-00-436-0503 AVIATION / Building Repairs \$26,000

Stormwater Fund

439-530-00-441.0001 STORMWATER / Property Acquisition \$276,000

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



**Stormwater Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen City Council

FROM: Jason Kauffman, Stormwater Coordinator

RE: **STORMWATER FUND APPROPRIATION REQUEST FOR PROPERTY PURCHASE**

DATE: October 27, 2021

As part of flood and drainage issue mitigation efforts, the Stormwater Department is considering the purchase of several parcels with advantages to stormwater management and floodplain preservation with co-benefits for our Parks and Recreation Department.

While the Department has included property acquisition as a budget line for next year, the following two properties have become available this year and would require an appropriation to the 2021 budget. We have begun conversations and negotiations with the various property owners and reasonably anticipate that we can find an offer suitable to both parties. The attached maps show the properties' locations and relevant characteristics like floodplain and wetland boundaries.

1. **709 W Plymouth Ave** – This property is largely located in the floodway with portions of the property also in the 1% and 0.2% annual chance floodplains. Our understanding is that the City has approached the property owner in the past, but he was not ready to move. The homeowner has now expressed he would like to sell all three of his parcels.
 - a. Total tax valuation = \$127,900
 - b. Appraised value 1 = \$325,000
 - c. Appraised value 2 = \$170,000
2. **Olive and Center St Wetland** – This property contains an isolated wetland that is of interest to the Stormwater Department as a piece in a regional solution for several stormwater drainage complaints along N. 9th St.
 - a. Total tax valuation = \$16,900
 - b. No appraisal, property under \$25,000 threshold

Land acquisition and floodproofing programming were identified in the upcoming Flood Resilience Plan report as strategies for flood prevention and mitigation in Goshen. More information on the Flood Resilience Plan will be presented to the City Council in the upcoming months. The Stormwater Department is currently working in conjunction with other Departments

to develop a framework for more targeted buyouts and policies to guide the process. Factors being considered include, but are not limited to: location in relation to regulatory floodplains, purchase cost, repetitively damaged structures, co-benefits for Parks and other Department uses, and areas with opportunities for regional stormwater management. At this time, discussions have taken place to identify such factors, but more work is needed to map and identify parcels that fit the criteria and develop the necessary policies.

While this process is not yet complete, the Stormwater Department feels the above properties fairly represent the direction the Department is heading and would like to move forward as property owners have expressed interest in selling at this time. The appropriation amount being requested was calculated based on the likely purchase price for each property and estimates of other costs associated with the sale.

Thank you for your consideration and please reach out if you would like more information on any of the above before the upcoming November 2nd City Council Meeting.

Enclosures:

- 709 W Plymouth Ave Map - Floodplain
- Olive Street Wetland Parcel Map

Spatial Reference Information
Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet
Projection: Transverse Mercator
Central Meridian: -85.6667
April 2019 Aerial



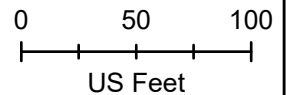
City of Goshen

Created: 9/9/2021
By Mattie Lehman

Olive and Center Street Wetland



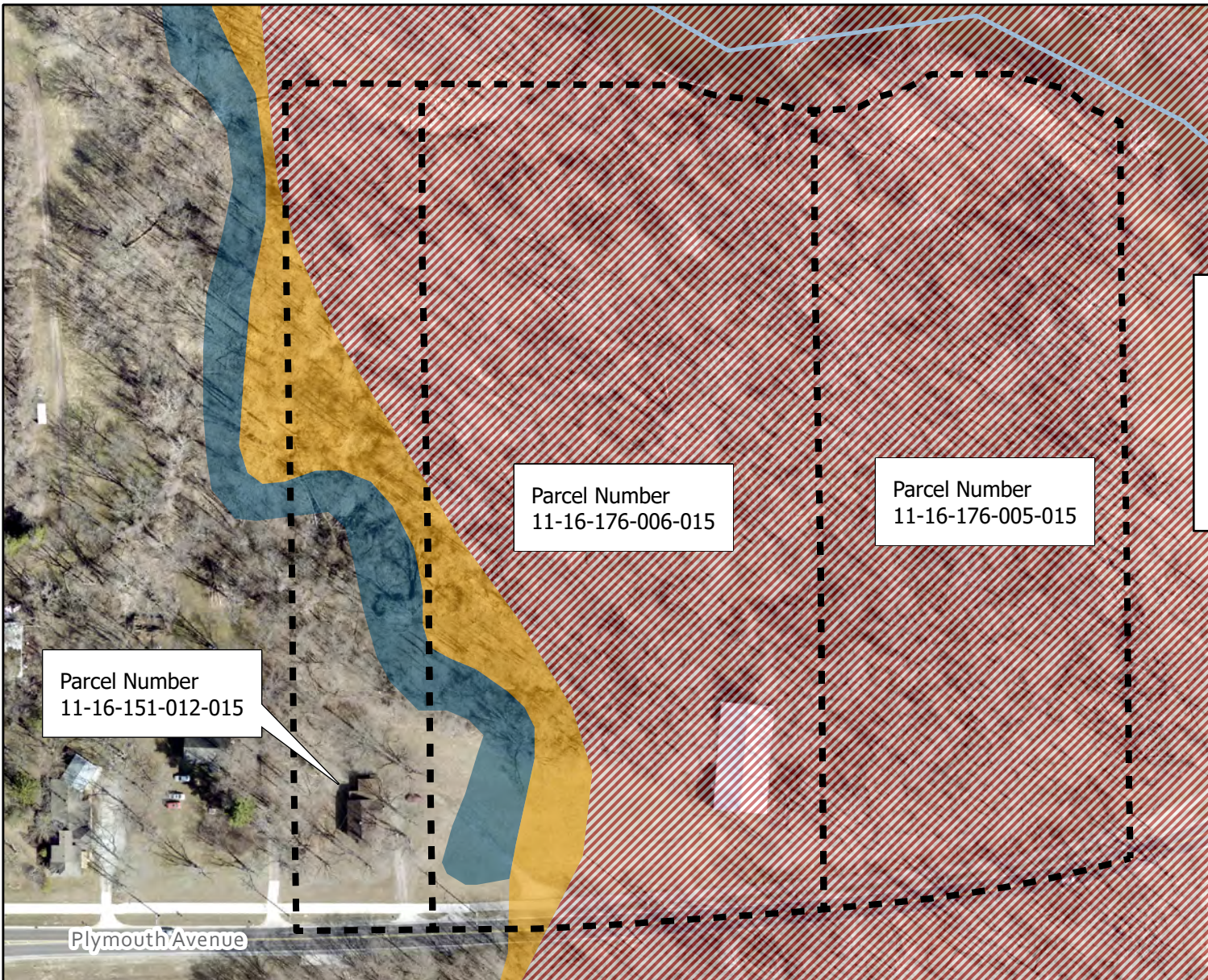
1 inch =
84 feet



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The City of Goshen
Department of Public Works &
Safety Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

Spatial Reference Information
Name: WGS 1984 Web Mercator Auxiliary Sphere
Projection: Mercator Auxiliary Sphere
Central Meridian: 0.0000
Spring 2021 Aerial



Effective Floodplain

- Waterway
- Parcels
- Floodway
- 1% Annual Chance Flood
- 0.2% Annual Chance Flood

Parcel Number
11-16-151-012-015

Parcel Number
11-16-176-006-015

Parcel Number
11-16-176-005-015

Plymouth Avenue

City of Goshen

Created: 9/30/2021
by Mattie Lehman, Stormwater

709 W Plymouth Ave



1 inch = 200 feet
0 100 200
US Feet

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