



Goshen Common Council

6:00 p.m., September 19, 2022 Regular Meeting

Council Chamber, Police & Court Building, 111 East Jefferson Street, Goshen, IN

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Roll Call:

Megan Eichorn (District 4)

Julia King (At-Large)

Doug Nisley (District 2)

Gilberto Pérez, Jr. (District 5)

Donald Riegsecker (District 1)

Matt Schrock (District 3)

Council President Brett Weddell (At-Large)

Youth Advisor Karen C. Velazquez Valdes (Non-voting)

Approval of Minutes – August 1 and August 15, 2022 Regular Meetings

Approval of Meeting Agenda

Privilege of the Floor

1) Council appointment: Community Relations Commission member to replace a member who resigned

2) Ordinance 5135: Ordinance for Appropriations and Tax Rates (First Reading)

3) Resolution 2022-22: Approve and Authorize the Filing of a Petition for an Excess Levy Appeal

4) Ordinance 5133: Amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to Increase Wage Rates for Teamsters Job Classification in Pay Category A



5A) Public Hearing for Ordinance 5132: Vacation of Public Ways in the City of Goshen, IN

5B) Ordinance 5132: Vacation of Public Ways in the City of Goshen, Indiana

6) Ordinance 5134: Bond Issuance for Greenwood Rental Properties (Indiana Avenue Apartments)

Elected Official Reports

Adjournment



GOSHEN COMMON COUNCIL

Minutes of the August 1, 2022 Regular Meeting

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

Mayor Stutsman called the meeting to order at 6:00 p.m. and led all in reciting 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)
 Gilberto Pérez Jr. (District 5) Donald Riegsecker (District 1) Matt Schrock (District 3)
 Council President Brett Weddell (At-Large)

Absent: Youth Advisor Karen C. Velazquez Valdes (Non-voting)

Approval of Minutes: Mayor Stutsman asked the Council's wishes regarding the minutes of the June 27, 2022 Regular Meeting. Councilor King moved to approve the minutes as submitted. Councilor Eichorn seconded the motion. The motion passed 7-0 on a voice vote.

Approval of Agenda: Mayor Stutsman asked the Council's wishes regarding the meeting agenda. Councilor Nisley moved to approve the agenda as submitted. Councilor King seconded the motion. The motion passed 7-0 on a voice vote.

Privilege of the Floor:

At 6:02 p.m., Mayor Stutsman invited public comments on matters not on the agenda.

Jonathan Rhoades of 510 South Main Street in Goshen said he wanted to discuss the City's new trash and recycling policy, especially the decision to no longer pick up trash and recycling carts in alleys. Although he didn't object to this change, he said he lived somewhere that was overlooked and where street pick up will not work. He said he lives on the east side of Main Street, just north of the Goshen Public Library. To illustrate his point, Rhoades presented Councilors with two photocopies of photos showing the location of his Main Street residence. One showed an aerial view of the area and the second was a Google Maps photo with a street-level view. **(EXHIBIT 1)**.

Rhoades said that traffic is heavy in the area and that vehicle turns off the street are very difficult. He said children walk daily in the area, so safety is always a concern. He said he lives at a home that is on a blind curve for vehicles traveling north on Main Street, so it would be problematic for trash trucks to be parked in front of the homes at 506, 508 and 510 Main Street to pick up trash and recycling items. He also said it would be difficult to place trash and recycling carts in front of the home without blocking the sidewalk.

Rhoades also said he has a disabled neighbor who has placed her trash cart in the alley. During winter months, Rhodes said his neighbor would not be able to pull her cart through the snow to the street and he would not be able to clear a path through the snow to the street and would not always be available to help her move her trash cart. He said he was raising this issue because he knows it will be a problem for his neighbor and for other community members with physical limitations to move their carts to the street in front of their homes.



Mayor Stutsman responded that whenever there is a change in trash collections services, there are always issues that pop up. He said City staff have been taking phone calls from residents about the change in services and have been making adjustments as needed. He said the City is exploring ways to assist residents with physical limitations. The Mayor said City staff would explore the situation involving Rhoades' neighbor and see what can be done about it. **Mayor Stutsman** added that the City's trash collection company, and other such companies, are trying to shift from alley to street trash collection because their larger trucks cannot operate in alleys. He thanked Rhoades for helping his neighbor and said other members of the public should report their concerns about the new trash collection policy to the City. **Councilor Pérez** thanked Rhoades for reporting his concerns and caring for his neighbor.

Loren Slabaugh of Goshen said he wanted to address the Council, as he did last year, about the hazards of adding fluoride to City water. In particular, he said he was concerned about recent studies that show the neurotoxicity of current fluoridation levels. He asked if the City had taken any steps to investigate this or to inform Goshen residents "about the dangers associated with what's being put in the water." Slabaugh said he had not seen or heard anything about this.

Mayor Stutsman responded that he believed **Superintendent of City Water Treatment and Sewer Collection Kent Holdren** looked into the issue and that several state reports reached an opposite conclusion about concerns that fluoride was harmful. He asked **City Director of Public Works & Utilities Dustin Sailor** to respond.

Sailor said he wasn't sure the City had reports that stated an opposite conclusion about the alleged hazards of fluoride, but he did conduct a survey of other public water providers in Indiana and it showed that 95% of them were providing fluoridated water. So, he pretty much all are adding fluoride to their water.

Slabaugh responded that "the dental lobby has controlled this debate for far too long." He said that fluoride was causing long-term brain damage that could not be reversed. He said local communities have used "sleight of hand" to address concerns about adding fluoride in water. Slabaugh said there are studies showing the negative impact of fluoridated water on a variety of medical conditions, including cancer. Although there are studies showing that fluoride isn't harmful, Slabaugh said there also are studies that have reached a different conclusion. Slabaugh said the City should inform residents about the risks associated with fluoride and let them decide whether they want to add or exclude fluoride from their water after the weighing information.

Mayor Stutsman responded that he would appreciate Slabaugh forwarding these studies the City. He added that it was not the City's attend to conceal this information to residents, pointing out that officials are up front about the fluoride in water. **Councilor King** asked Slabaugh to also forward this information to Councilors.

There were no further public comments, either from those in the Council chamber or via Zoom, so **Mayor Stutsman** closed Privilege of the Floor at 6:12 p.m.

1) Presentation: Goshen Theater

Mayor Stutsman introduced **Susan Visser**, executive director of the Goshen Theater, who had asked for the opportunity to provide a report and update on the theater to the common Council.

Visser thanked **Mayor Stutsman** and **Councilors** for supporting the Goshen Theater and noted the presence of former **Goshen Councilor Julia Gautsche**, who is the chair of the Goshen Theater Board. Visser then delivered a report and update, using a PowerPoint presentation (EXHIBIT 2).



Susan Visser provided the following information to the City Council:

- The theater is now a private 501(c)(3) non-profit organization that has embraced the mission of becoming the arts hub for downtown Goshen and is increasing partnerships and stimulating interest in the arts while providing a venue for events.
- The theater was built and completed as the Jefferson Theater in 1905. It was destroyed by a fire in 1906, rebuilt a year later and in the following decades was used as a play house, a movie theater and a church.
- In 2012, Goshen Theater, Inc. (GTI) was established and with strong assistance from the City of Goshen and many donors, GTI acquired the theater and it underwent an extensive renovation, which was completed in 2021.
- Just as the renovation was completed, Elkhart County was shut down because of the COVID-19 pandemic, so during that time, the theater's board considered the programmatic future of the theater and its place in the community.
- As spaces began to open up as the pandemic eased, the Community Foundation of Elkhart County awarded the theater a grant to offer free movies twice a month, and this became a safe and welcome activity for families seeking to escape isolation.
- In 2022, the theater experienced brighter days as there were staff changes, including a new executive director (Susan Visser) in early January and a new program manager (Robert Tombari) in March.
- From January through July 2022, there were increased activities at the theater, including a focus on youth and community. Activities included a concert and after party, dance recitals, the Goshen High School Crimsonaire Spectacular, an art show, a fashion show, a drama camp and showcase, a cabaret-style performance by **Carrie Lee Kendall** and a performance of "All's Well that Ends Well" by the University of Notre Dame's Shakespeare touring company.
- As the board and staff have worked together, it has become clearer that the theater is all about community, creating partnerships and working to revitalize downtown Goshen.
- Later this summer, the theater will host "Satisfaction," a Rolling Stones touring show, and in October will host its first community theater production, "You're a Good Man Charlie Brown." That play will be sponsored by the Goshen News. And on Oct. 15, the theater will collaborate with Goshen College to sponsor a performance of the "Steel Wheels" band.
- Throughout the year, the board and staff have been working on a new strategic plan that will begin in early 2023. The plan will explain the theater's role in the community, its next phase of renovations and its direction for the next five years. The plan also will include expanded community conversations.

Mayor Stutsman thanked **Susan Visser** for what she and the board have been doing for the City. He noted that he is on the board and tries to attend meetings when he can. He said it's been exciting to see so many activities.

Councilor Eichorn said her niece and daughter have benefitted from theater programs and she thanked Visser.

Councilor Pérez also thanked Visser for her presentation. He also thanked Visser for the theater's partnership last year with Latinos Pro Education, which sponsored the first Hispanic Heritage Festival. Pérez said the theater "went above and beyond" in hosting Mariachi Herencia de Mexico, a large group of musicians. He said the theater's staff was very accommodating. **Visser** said she would be reaching out to Latinos Pro Education to offer the theater's assistance for this year's Hispanic Heritage Festival.

There were no further Council comments.



2) Ordinance 5131, An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census

Mayor Stutsman called for the introduction of Ordinance 5131 - *An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census*. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5131 by title only, which was done.

Weddell/Eichorn moved to approve Ordinance 5131 on first reading.

BACKGROUND:

Indiana law requires that the City of Goshen be divided into five (5) council districts during the second year after a year in which a federal decennial census is conducted. State law also requires that these five districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not have boundaries that cross precinct boundaries.

In January 2022, Mayor Stutsman proposed that the Council establish a non-partisan commission to help ensure that redistricting was not based on how the composition of districts affected political parties.

Working with City Attorney Bodie Stegelmann, Mayor Stutsman proposed Ordinance 5116, to establish a five-member Redistricting Advisory Commission to make recommendations to the Council regarding its redistricting ordinance. Commission members would serve until the Council adopted district boundaries.

The Mayor said that an independent redistricting commission would lend public legitimacy to the process and minimize conflicts of interest that might be present during conventional redistricting. He also said this method of redistricting could be conducted in an open manner with opportunities for public engagement.

As conceived by Mayor Stutsman, Ordinance 5131 would have imposed various qualifications for membership.

Membership would have been excluded to various categories of Goshen residents, such as: anyone who currently, or during the 10 years prior to the Commission's formation, held a public office or was a candidate for public office in the City or Elkhart County; an appointed public official; anyone who was currently an officer of any federal, state, county, or city-level political party, or who has been an officer or active member during the 10 years prior to the Commission's formation; a precinct committeeman; a member of a candidate's committee; anyone who has contributed a cumulative total of \$2,000 or more to any political candidate(s) within the five years prior to the Commission's formation; anyone registered as a lobbyist; and immediate family members of any excluded person.

Councilors considered Ordinance at their Feb. 7 meeting and again on March 7. At the March 7 meeting, Councilors approved 10 amendments to the ordinance, mostly broadening the qualifications of Commission membership, and rejected three other amendments. Councilors then unanimously approved Ordinance 5116.

Afterward, the Councilors representing single-member districts appointed the following individuals to the City of Goshen Redistricting Advisory Commission: Bradd Weddell (District 1); David B. Daugherty (District 2); Shawn Miller (District 3); Jenny Murto Clark (District 4); and Everett Thomas (District 5). Also serving on the Commission were five non-voting members: Mayor Jeremy Stutsman, Council President Brett Weddell and Councilor Julia King, both at-large Council members, City Attorney Bodie Stegelmann and Clerk-Treasurer Richard R. Aguirre.

The Redistricting Advisory Commission met on June 3, June 17, June 30 and July 15, 2022. Commissioners conducted extensive research and engaged in extensive discussions about possible redistricting plans.



Ultimately, Commissioners decided, by a 4-1 margin, to make Option 3 the Commission's number one redistricting recommendation to the City Council and Option 4 the secondary recommendation. Commissioners Clark, Daugherty, Miller, and Weddell voted "yes" and Commissioner Thomas voted "no." on this motion.

Ordinance 5131, which was before the Council on July 18, 2022, would have established Common Council districts for the City of Goshen based on population figures from the 2020 Decennial Census. Indiana Code § 36-4-6-4(b) and (g)(1) requires the Common Council to adopt an ordinance to divide the city into five (5) districts during the second year after a year in which a federal decennial census is conducted. The Redistricting Advisory Commission, which was established by Ordinance 5116, submitted a recommendation to the Council for the division of the city into five (5) districts, along with an accompanying map and report. If approved by the Common Council, all territory within the corporate limits of the City of Goshen would be divided into the five (5) districts. **The proposed districts were composed of contiguous territory; were reasonably compact; did not cross precinct boundary lines except as provided by 36-4-6-4 (c) or (d); and contained, as nearly as possible, equal populations.**

Reflecting the Commission's Option 3, each Council district would be composed of these precincts:

(1) DISTRICT ONE. District One shall consist of the following areas:

- (A) Elkhart Township Precinct 01;
- (B) Elkhart Township Precinct 05, Census Blocks 1014, 3006, 3007, 3008, 3009, 3010, and 3011;
- (C) Elkhart Township Precinct 06;
- (D) Concord Township Precincts 31 and 32;
- (E) Harrison Township Precinct 01.

(2) DISTRICT TWO. District Two shall consist of the following areas:

- (A) Elkhart Township Precinct 05, Census Blocks 2000, 2001, 2002, 2003, 2004, 2009, and 2010;
- (B) Elkhart Township Precinct 07, Census Blocks 2007, 2012, 2013, 2017, 2018, 2019, 2020, 2021, 2022, and 4000;
- (C) Elkhart Township Precinct 08, Census Blocks 1004, 1005, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1033, 1034, 1035, 1036, 1037, 1038, 2002, 2003, 2004, 2005, 2006, 2009, 2010, 2011, 2023, 3002, 3003, 3004, and 3019;
- (D) Elkhart Township Precincts 09 and 10; and
- (E) Elkhart Township Precinct 11, Census Blocks 3001, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, and 3020.

(3) DISTRICT THREE. District Three shall consist of the following areas:

- (A) Elkhart Township Precincts 03 and 04;
- (B) Elkhart Township Precinct 07, Census Blocks 2001, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2022, 2023, 4008, 4009, 4010;
- (C) Elkhart Township Precinct 08, Census Blocks 1000, 1001, 1002, 1003, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1020, 1021, 1022, 1023, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 2000, 2006, 2026, and 2027;
- (D) Concord Township Precincts 27 and 33; and
- (E) Jefferson Township Precinct 02.



(4) DISTRICT FOUR. District Four shall consist of the following areas:

(A) Elkhart Township Precinct 04, Census Block 1009;

(B) Elkhart Township Precinct 08, Census Blocks 1028, 1029, 1030, 1031, 1032, 2000, 2001, 2002, 2003, 2004, 2005, 2009, 2010, 2011, and 2012;

(C) Elkhart Township Precinct 11, Census Blocks 2007, 2008, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2024, 2027, and 3000;

(D) Elkhart Township Precinct 12, Census Blocks 1029, 1030, 1031, 1032, 1039, 1040, 1041, 1042, 1043, 2020, 2021, 2022, 2023, 2025, 2026, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, and 2038;

(E) Elkhart Township Precinct 13;

(F) Elkhart Township Precinct 14, Census Blocks 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 4006, 4007, 4008, 4009, and 4010; and

(G) Elkhart Township Precinct 15.

(5) DISTRICT FIVE. District Five shall consist of the following areas:

(A) Elkhart Township Precinct 12, Census Blocks 1004, 1005, 1006, 1007, 1008, 1016, 1017, 2000, 2001, 2002, 2004;

(B) Elkhart Township Precinct 14, Census Blocks 1000, 1001, 1002, 1003, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1018, 1019, 1020, 1021, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2016, 2018, 5007, 5008, 5011, and 5012; and

(C) Elkhart Township Precincts 17, 18, 19, 20, and 21.

For the purposes of this ordinance, the corporate limits of the City of Goshen and the precincts refer to the corporate boundary lines or precinct boundary lines as existed on the date of the adoption of this Ordinance.

Ordinance 5131 also specified that the Goshen Common Council would be composed of five (5) members elected from the districts established in Section 1, with one (1) member elected from each of the districts, as well as two (2) at-large members. Each voter of the city may vote for two (2) candidates for at-large membership and one (1) candidate from the district in which the voter resides.

At the City Council's meeting on July 18, 2022:

- **Bradd Weddell**, the chairman of the Redistricting Advisory Commission, made a detailed presentation of the commission's work and its recommendations.
- **Weddell** explained that the commission selected **Option 3** because it had the lowest percentage difference (5.75 percent) between the largest and smallest Council district and it had seven split precincts – just one more than the current Council districting plan.
- **Weddell** also explained that the commission's alternative choice was **Option 4**, because it reduced the number of split precincts to two, which is important to consider, although it had a higher population deviation, 7.28 percent.
- **Councilors** engaged in extensive discussions about the redistricting process and the options developed by the commission.
- A **public hearing** was opened on Ordinance 5131, but there were no public comments.
- After considering various options, **Councilors voted on two motions by Council President Weddell.**



- On a voice vote, Councilors approved amending Ordinance 5131, to add Option 4 for consideration in addition to Option 3, by a 6-0 margin, with all Councilors present voting “yes” at 6:31 p.m. Youth Adviser Karen C. Velazquez Valdes also voted “yes.” Councilor Pérez was ill and not present.
- On a second voice vote, Councilors voted to table Ordinance 5131, *An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census*, by a 6-0 margin, with all Councilors present voting “yes” at 6:32 p.m. Youth Adviser Karen C. Velazquez Valdes also voted “yes.” Councilor Pérez was ill and not present.

After the July 18 meeting, City Attorney Bodie Stegelmann amended Ordinance 5131 to reflect the Common Council’s decision to add redistricting Option 4 for consideration. The following text was added:

SECTION 2. Division of City into Five Districts (“Option 4”)

(a) All territory within the corporate limits of the City of Goshen shall be divided into the following five (5) districts. The districts are composed of contiguous territory; are reasonably compact; do not cross precinct boundary lines except as provided by 36-4-6-4 (c) or (d); and contain, as nearly as possible, equal population. Each district is depicted on the map attached to this Ordinance.

(1) DISTRICT ONE. District One shall consist of the following areas:

- (A) Elkhart Township Precincts 05, 06, 09 and 10; and
- (B) Harrison Township Precinct 01, Census Block 1033.

(2) DISTRICT TWO. District Two shall consist of the following areas:

- (A) Elkhart Township Precincts 01 and 07;
- (B) Harrison Township Precinct 01, Census Blocks 1000, 1001, 1002 1003, 1004, 1005, 1006, 1007, 1008, and 1030; and
- (C) Concord Township Precincts 27, 31, 32, and 33;

(3) DISTRICT THREE. District Three shall consist of the following areas:

- (A) Elkhart Township Precinct 03;
- (B) Elkhart Township Precinct 04, Census Blocks 1002, 1003, 1007, 1008 (GEOID 180390002021008), 1008 (GEOID 180390003021008), 1009 (GEOID 180390002021009), 1010, 1011, 1012, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1029, 1030, 1032, 1033, 1034, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, and 3017;
- (C) Elkhart Township Precinct 08;
- (D) Elkhart Township Precinct 13, Census Blocks 1001, 1001, 1002, 1003 (GEOID 180390001001003), 1004 (GEOID 180390001001004), 1005, and 1006 (GEOID 180390001001006); and
- (E) Jefferson Township Precinct 02.

(4) DISTRICT FOUR. District Four shall consist of the following areas:

- (A) Elkhart Township Precinct 04, Census Block 1009 (GEOID180390003021009);
- (B) Elkhart Township Precincts 11 and 12;
- (C) Elkhart Township Precinct 13, Census Blocks 1003 (GEOID 180390003021003), 1004 (GEOID 180390003021004), 1005, 1006 (GEOID 180390003021006), 1007 (GEOID 180390001001007), 1007 (GEOID 180390003021007), 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1033, 1034, 1035, 1036, 1037, 1038, 1044, 1045, 1046, 1047, 1048, 1049,



1050, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023; and

(D) Elkhart Township Precincts 15 and 17.

(5) DISTRICT FIVE. District Five shall consist of the following areas:

(A) Elkhart Township Precinct 14, 18, 19, 20, and 21.

AUGUST 1, 2022 DISCUSSION AND FIRST READING VOTE ON ORDINANCE 5131:

Mayor Stutsman reminded Councilors of the background and context of Ordinance 5131. He said that the last Council meeting, on July 18, Councilors were presented with four redistricting options by the Redistricting Advisory Commission. He said Councilors eliminated from consideration Options 1 and 2, leaving viable Options 3 and 4.

Mayor Stutsman said Councilors had indicated an interest in picking one option at tonight's meeting, approving it on first reading and then giving final approval in two weeks. He said the delay was necessary to ensure the final draft ordinance listed the correct census blocks for the five districts in the preferred redistricting option. He invited Councilors to comment on the two redistricting options before the Council.

Councilor Riegsecker pointed out an error on one of the diagrams showing the districts in Option 3. He said a smaller version of the map was correct.

Mayor Stutsman reminded Councilors that Options 3 and 4 were very similar in terms of the population deviation between the smallest and largest district. He said the biggest difference was the shape of District 4 and that Option 3 split seven precincts and Option 4 only split two precincts.

Mayor Stutsman said some community residents have asked that the Council not gerrymander districts as is common throughout the country, which is why he said the City created a commission to try to avoid that. He said that although District 4 has an odd shape, it is not a gerrymander and the district lines follow natural boundaries.

Mayor Stutsman said it was up to the Council to decide on which redistricting option to approve. He said that he preferred Option 4, because it would split fewer precincts, but that Option 3 was also very good.

Council President Weddell said that as a reminder, the appointed Redistricting Advisory Commission recommended Option 3.

Councilor King said she also leaned toward Option 3, noting that the reasons given for endorsing it were good.

Council President Weddell said it made no difference to **Councilor King** or him which option was approved because they are both elected at-large, although he said it's not known if either or both will seek re-election. Still, he said neither will gain an advantage or disadvantage from the redistricting option selected.

Councilor Eichorn said she preferred Option 3 because it would make her district (4) more compact "and it keeps the district in the downtown area, which feels better, but I'm not opposed to (Option) 4. I just think that 3 makes more sense as far as the area it covers." She said she understood the Mayor's preference to split as few a number of precincts as possible, but she still leaned toward Option 3.

Councilor King said community members have pointed out that residents cast ballots at voting centers, so split precincts don't matter as much as in the past.

Council President Weddell said that if anyone had worked as a poll worker prior to vote centers, they would know that split precincts were a "nightmare." He said that **Elkhart County Clerk Chris Anderson** told the Redistricting Advisory Commission that with vote centers, splitting precincts isn't much of an issue. But, he said, not all Indiana counties have vote centers, so that's why state law lists minimizing the number of split precincts as a goal of redistricting.



Councilor Nisley wondered if Councilors were ready to vote.

Mayor Stutsman said he wanted to make another comment in response to an email that he received. He said he wanted to publicly state that he has not and will not – before the Council’s final vote on a redistricting plan – look at the Democratic and Republican registration numbers for either option and hasn’t received any breakdowns for the districts. He also said he wanted to restate that he could support either Option 3 or Option 4.

Councilor Riegsecker said it was a close call for him on which redistricting option to support. He said: “I tossed a coin several different times between 3 and 4. I like the idea of 4 because of the less split precincts, but 4 has a little bit more disruption in constituents than 3 does. Three, even though we have more split precincts, it’s divided nice — roads, highways, railroads, whatever. So, there was no gerrymandering, so to speak, in my opinion ... I’m comfortable with 3, less disruption I think and everything pretty much stays the way it was. We know that **councilman (Matt) Schrock** (of District 3) had to pick up some people because he was low (in population), **Councilman Eichorn** had to pick up some people because she was low, and I had 1,100 too many, so I had to give up something. ... I’m content with 3.”

Councilor Schrock said, “I’m good with 3 as well.”

Councilor Pérez thanked members of the Redistricting Advisory Commission, which developed the redistricting options. He said he has evaluated the options, and also would endorse Option 3.

Councilor Nisley made a motion to amend Ordinance 5131 by eliminating Option 4 from consideration.

Council President Weddell seconded the motion.

Mayor Stutsman asked if Councilors wanted to make any comments.

Council President Weddell, commenting on the email **Mayor Stutsman** received about the partisan breakdown of the redistricting plans, said the Council’s apparent consensus to embrace Option 3 “speaks volumes.”

Mayor Stutsman said he agreed and told **Councilors** he appreciated their support for the ordinance that created the Redistricting Advisory Commission.

There were no further Council comments on Councilor Nisley’s motion to eliminate Option 4 from consideration.

At 6:35 p.m., **Mayor Stutsman** invited public comment on Councilor Nisley’s motion. No one asked to speak, so **Mayor Stutsman** closed the public comment period at 6:35 p.m.

Councilors indicated they were ready to vote.

On a voice vote, Councilors approved Councilor Nisley’s motion (seconded by Council President Weddell) to amend Ordinance 5131 by eliminating Option 4 from consideration, by a 7-0 margin, with all Councilors voting “yes.”

There was no further discussion by Councilors on the motion by Council President Weddell (seconded by Councilor Eichorn) to approve amended Ordinance 5131 on first reading.

At 6:36 p.m., **Mayor Stutsman** invited public comment on the motion to approve amended Ordinance 5131.



Former Goshen Councilor Julia Gautsche said Option 3 made a lot of sense to her. She said it might be OK for the Council to approve Option 4, but the resulting districts looked irregular. She said the way District 4 is drawn in Option 3 would make a lot more sense to the people in the district.

At 6:36 p.m., Mayor Stutsman closed the public hearing on Ordinance 5131.

There were no further questions or comments from Councilors, who also indicated they were ready to vote.

On a voice vote, Councilors approved the motion by Council President Weddell (seconded by Councilor Eichorn) to approve amended Ordinance 5131 on first reading, by a 7-0 margin, with all Councilors voting "yes."

Council President Weddell said there was not unanimous consent by Councilors to proceed with a second reading, so Mayor Stutsman said the second and final reading of Ordinance 5131 would take place at the next Council meeting, on Aug. 15, 2022.

3) Resolution 2022-18, Preliminary Finding Concerning Grouper Wild, LLC's Compliance with Statement of Benefits for Personal Property (Under Benteler II ERA)

Mayor Stutsman called for the introduction of Resolution 2022-18 - *Preliminary Finding Concerning Grouper Wild, LLC's Compliance with Statement of Benefits for Personal Property (Under Benteler II ERA)*. Council President Weddell asked the Clerk-Treasurer to read Resolution 2022-18 by title only, which was done. Weddell/Nisley moved to approve Resolution 2022-18.

BACKGROUND:

In a memorandum to the Common Council, which was included in the meeting packet, **City Legal Compliance Administrator Shannon Marks** gave the background and context of the issue before Councilors. She reported: **The Common Council has designated various areas in the City as Economic Revitalization Areas and authorized a tax phase-in of certain real property and/or personal property for the property owners/taxpayers.**

Each year, a property owner/taxpayer receiving a deduction in their assessed valuation due to a tax phase-in must file with the Deputy Mayor an annual report for the previous calendar year which includes the Compliance with Statement of Benefits form (CF-1). Attached to Marks' memo was a memo from Mark Brinson and a CF-1 for Personal Property related to a previously approved tax phase-in that has been filed by Grouper Wild, LLC. In accordance with City Ordinance 4630, if the information provided by the property owner/taxpayer does not demonstrate substantial compliance, the Deputy Mayor is to forward the information to the **Council to make a preliminary finding of whether the property owner/taxpayer has substantially complied with the Statement of Benefits and the commitments made to the City to receive the tax phase-in, or whether any failure to substantially comply was due to factors beyond the property owner/taxpayer's control.**

Marks reported that included in meeting packet was a resolution which required the Council to make a preliminary finding based on either Option 1 or Option 2.



Option 1: The property owner/taxpayer is in substantial compliance with the Statement of Benefits, or that the failure to substantially comply was caused by factors beyond the control of the property owner/taxpayer, and therefore, the property owner/taxpayer is considered to be in substantial compliance.

Should the Council's finding be based on Option 1, the property owner/taxpayer is considered to be in substantial compliance with the Statement of Benefits. The City will then sign off on the CF-1 and the property owner/taxpayer may file for the tax deduction. No further action is required by the Council.

Option 2: The property owner/taxpayer HAS NOT made reasonable efforts to substantially comply with the Statement of Benefits and the failure to substantially comply WAS NOT caused by factors beyond the control of the property owner/taxpayer. Therefore, the property owner/taxpayer IS NOT considered to be in substantial compliance with the Statement of Benefits.

Should the Council's finding be based on Option 2, a notice must be given to the property owner/taxpayer that includes an explanation of the reason(s) for the Council's preliminary finding and a hearing is scheduled for an upcoming Council meeting.

Marks advised Councilors that at the future hearing, the property owner/taxpayer and other interested parties could present testimony and other evidence on the issues of whether the property owner/taxpayer was in substantial compliance with the Statement of Benefits and whether any failure to be in substantial compliance was caused by factors beyond the control of the property owner/taxpayer.

If, after the hearing, the Council determined the property owner/taxpayer to be in substantial compliance, then the City will then sign off on the CF-1 and property owner/taxpayer may file for the tax deduction. If the Council determines the property owner/taxpayer has not made reasonable efforts to comply with the Statement of Benefits, the Council may take action to terminate the property owner/taxpayer's tax phase-in.

In his memorandum to the Common Council, Deputy Mayor Mark Brinson reported that Resolution 2011-40 granted Benteler Automotive a tax phase-in for new manufacturing equipment. The project involved the investment of approximately \$32 million in new equipment to be installed at the Goshen facility located at 910 South Eisenhower Drive. In addition to the investment in equipment, Benteler committed to retain 304 jobs at the Goshen facility and add an additional 230 jobs.

In 2021, Benteler was purchased by Grouper Wild, LLC which is a subsidiary of Shiloh Industries. As reported by the new owner, the compliance with the Statement of Benefits was as follows:

Goal vs. Actual	Manufacturing Equipment Investment	Job Retention	New Employees
As estimated on SB-1	\$32,201,000	304	98
Actual (end of 2021)	\$24,864,584	230	0
Difference	(\$7,336,416)	74	98

Deputy Mayor Brinson reported that as explained in a memo from the Legal Department, the Council would need to review the CF-1 and determine whether Grouper Wild had substantially complied with the Statement of Benefits.



In a letter to the Common Council, dated July 27, 2022, Jennifer Pretzel, Vice President for Taxes for Grouper Acquisition Company, LLC (doing business as Shiloh Industries, LLC), formally requested the property tax abatement for operations located at 910 Eisenhower Drive. Pretzel reported:

“On Sept. 30, 2021, Grouper Acquisition Company (DBA Shiloh) acquired the plant at 910 Eisenhower Drive in Goshen, Indiana, from Benteler Automotive Company. Prior to Grouper’s acquisition, the facility had experienced forced layoffs, due to COVID, and severe profitability losses due to inability to re-hire — the plant had been shut-down for nearly 50 days in 2020 and laid off about 90 percent of its workforce. Many of the employees went on to find work elsewhere and not return when the facility re-opened. The losses experienced by Benteler culminated with a sale of the plant to Grouper Acquisition Company. Grouper acquired the plant with a very optimistic view and a strategy to effectuate a turnaround.

“At the same time, the plant continued to struggle with profitability due to the continued pandemic related headwinds, including: 1) global shortages of semiconductors causing reduction in throughput at the OEMs and reducing demand for our products, 2) raw materials price increases, 3) supply chain disruptions resulting in expedited freight costs, and 4) paying premiums to buy up supply and hold inventory.

“We also have experienced increased labor-related costs as we have worked to ramp-up production. We now have a total of 350 full time employees and have made very significant progress to achieve targeted workforce level (Benteler, prior owner, reported 270 FTEs prior to pandemic). Still, this is below the level needed to support current production levels and we have been spending significant amounts in over-time pay for our employees. To achieve overtime reduction, we have brought in staffing agencies who are assisting with temporary labor support. Since Grouper’s acquisition of the plant, we have spent over \$3 million on temporary labor (please refer to monthly temp labor spend chart below).



“The goal is to eliminate the temporary support by adequately staffing with an employed workforce. For this purpose, we are working with six staffing agencies to assist with recruiting.



"We have been diligently working through all the COVID-related challenges since we acquired the plant, and we ask for your consideration regarding the employment information reported on the CF-1 Forms. We have made very significant progress towards meeting our targeted level of employment since acquiring the plant from Benteler, but the plant continues to generate losses, and achieving the targeted employment levels has resulted in increased costs for the company. We ask that you consider these factors as you make your determination regarding the abatement for this year."

AUG. 1, 2022 STAFF PRESENTATION, COUNCIL DISCUSSION & VOTE ON RESOLUTION 2022-18:

Mayor Stutsman said Resolution 2022-18 concerned the tax abatement for the former Benteler plant now under new ownership. He said **Deputy Mayor Mark Brinson** would provide the background and context for Councilors and that company representative also would provide additional information.

Deputy Mayor Brinson said the new company was operating as Shiloh Industries, LLC, but its parent company was Grouper Acquisition Company, LLC. He said when the tax abatement was approved in 2011, a state-required statement of benefits was filed with the company's estimated investment in equipment as well as its employment projections.

At that time, **Brinson** said Benteler estimated it would spend \$32.2 million in manufacturing equipment, but as of the end of 2021, Shiloh had invested \$24.8 million, or \$7.3 million below the estimate. In terms of employment, he said the company estimated it would retain 304 jobs and add 98 jobs. However, they actually retained 230 jobs and didn't add any new jobs.

Brinson said it was up to the Council to decide on two possible options, as outlined by the City Legal Department:

- **Option 1** – Find that the property owner/taxpayer is **in substantial compliance** with the Statement of Benefits, or that the failure to substantially comply was caused by factors beyond the control of the property owner/taxpayer, and therefore, the property owner/taxpayer is considered to be in substantial compliance.
- **Option 2** – Find that the property owner/taxpayer has **not made reasonable efforts to substantially comply** with the Statement of Benefits and the failure to substantially comply was not caused by factors beyond the control of the property owner/taxpayer. Therefore, the property owner/taxpayer is not considered to be in substantial compliance with the Statement of Benefits.

Brinson said that included in the meeting packet was a letter from Shiloh Industries describing the acquisition process and challenges the company faced meeting the investment and employment targets. He said available to further explain were **three company representatives** – **Juli Donelson of Ryan LLC, tax consultants, Jennifer Pretzel, Vice President for Taxes for Grouper Acquisition Company, LLC., and Chris Otto, the plant manager.** **Council President Weddell** asked if **Brinson** was now able to answer questions about the tax abatement raised earlier in the day. **Councilor King** said one question was about the amount of the tax abatement and the second was whether the abatement automatically was transferred to the new plant owner by state law or whether that was only part of Goshen's tax abatement process.

City Attorney Bodie Stegelmann said the tax abatement "travels with the property," so if the new owner seeks the abatement, they are entitled to it if the Council determines the new owner is in substantial compliance. And he said the abatement is based on the state statute and not a City ordinance.



Asked by **Councilor King** if the state required that the tax abatement travel with the property to the new property owner, **City Attorney Stegelmann** said a buyer would be entitled to the abatement if the owner qualified for it.

Asked by **Council President Weddell** how many more years the tax abatement had left, **Deputy Mayor Brinson** said it was complicated and partly up to Elkhart County. He said the city just approved the abatement and established the area, but when a company applies for its deductions, they submit the equipment purchased on an annual basis and it may not go into service for several years after the area was established. Brinson said the tax abatement was still active even though it has been in effect 10 years, because the company still has equipment eligible for deductions. He said the tax abatement began in 2011.

Asked by **Councilor Pérez** how many more years the tax abatement remained in effect, **Brinson** said he didn't know because Elkhart County tracks that and receives the applications for deductions.

Juli Donelson of Ryan LLC, said two years remained for the tax abatement. Asked by **Council President Weddell** about the tax phase-in value for the coming year, Donelson estimated it to be about \$15,000.

Councilor King asked the company's plans for moving forward.

Chris Otto, the company's plant manager, provided an overview in which he discussed the plant's challenges and its improved prospects. Otto said: "As we all know, the automotive industry took a pretty significant hit with the supply chain issues that we've experienced in the last year and a half or so.

"We are now hitting our stride with the launch of two very significant pieces of business for us. One is the Ford Bronco, which is a significant portion of our portfolio we look forward to for the next five years as well as the (Ford) Escape. As we have launched our business, Ford is our primary customer — they're about 85% of our business here in Goshen, and we are basically held captive by their supply chain issues. For example, this week we've lost a significant portion of our volume for this week, however, we have substantially increased our full-time employees. We are now more than 400 (employees) and change."

With production requirements for the Ford Bronco specifically increasing to 700 units a day, **Otto** said the company is trying to meet the demand. To do that, Otto said the company has had to add almost 200 employees in the past four months and will continue to add more employees over the next two months.

Council President Weddell said that at the end of 2021, the company reported having 230 employees. He asked about the current number of employees.

Otto said the company had 421 employees and will reach 435 by the end of July and 450 by the end of September. He said at that point, the company will have the maximum number of employees for the next six months. Otto said some volume increases are planned by the company's customers in early 2023 and the plant plans to hire 25 more employees during the first quarter.

Jennifer Pretzel, Vice President for Taxes for Grouper Acquisition Company, LLC., said that because of the COVID pandemic and related supply issues, the company was unable to reach its employment goals in 2021, but is now positioned to reach full reach full employment and meet its tax abatement commitments moving forward.

Otto said the original launch date for the new Ford Bronco model was July 2021, but that didn't happen until six months later. He said that was caused by supply chain issues and difficulties hiring employees. But he said production by Ford is expected to reach maximum levels soon.

Council President Weddell asked if any company representative could explain the discrepancy in equipment purchases – that the company estimated it was going to spend \$32.2 million in manufacturing equipment, but as of the end of 2021, Shiloh had invested only \$24.8 million.



Otto said Benteler didn't receive the business anticipated and production was shifted elsewhere.

Councilor Pérez asks about the parts the plant produces for the Ford Bronco and the Ford Escape.

Otto said the Goshen plant is "the pre-eminent producer of hot stamping (steel) components" in the United States, which he said has given the plant a unique capability. He said the plant has seven hot stamp lines that produce hardened steel components or about 18% of the vehicles that makes them safer

Councilor Pérez said during prior consideration of another tax abatement, he had an opportunity to tour the Benteler plant and was impressed by the operations.

Council President Weddell said it was clear the company has exceeded its employment numbers and hasn't met the equipment investment goals. He said it is often the opposite case for companies seeking a City tax abatement. He said it's understandable that the employment goals weren't met because of the COVID pandemic and encouraging that the hiring has now increased.

Councilor Pérez said the company was spending a lot of money with temporary staffing agencies, but that the company plans to transition away from them and offer full-time employment. He commended the company for increasing employment and its plan to hire up to 450 employees, which was good for Goshen.

Asked by **Councilor Eichorn** what the company's secret was for hiring so many employees, **Otto** said the company has offered market rate wages and implemented initiatives to increase employment.

Asked by **Councilor King** if the company was committed to staying in Goshen, **Otto** said it was "absolutely."

Council President Weddell said it was a promising development that Deputy Mayor Brinson didn't bring a second tax phase-in for the company to the Council because the company was in full compliance.

Councilor Schrock confirmed that just two years remained on the tax abatement before the Council tonight.

Councilor King noted that the plant added to the City's diversity because it is not an RV-related business.

Council President Weddell made a motion that the Council finds that Shiloh (Grouper Wild, LLC) is in substantial compliance with the Statement of Benefits, or that its failure to be in full compliance was caused by factors beyond its control, and therefore, the property owner/taxpayer is in substantial compliance.

Councilor Nisley seconded the motion.

At 6:57 p.m. Mayor Stutsman opened a public hearing on Resolution 2022-18. There were no public comments, so Mayor Stutsman closed the public hearing at 6:57 p.m.

There were no further questions or comments and Councilors indicated they were ready to vote.

On a voice vote, Councilors approved Resolution 2022-18 - Preliminary Finding Concerning Grouper Wild, LLC's Compliance with Statement of Benefits for Personal Property (Under Benteler II ERA), by a 7-0 margin, with all Councilors voting "yes." More specifically, the Common Council found that Shiloh (Grouper Wild, LLC) was in substantial compliance with the Statement of Benefits, or that its failure to be in full compliance was caused by factors beyond its control, and therefore, the property owner/taxpayer was in substantial compliance.



Elected Official Reports:

Councilor Schrock said that the annual East Goshen Neighborhood Association hillbilly hot dog sale will take place on Aug. 13. He said it would be held at his shop, Cycle Works of Goshen, at 1210 E Lincoln Ave. starting at 11 a.m.

Councilor King said her neighborhood association, the Historic Racemere Peninsula Neighborhood Association, which is also the home of **Clerk-Treasurer Aguirre**, just held a successful pickleball tournament. She thanked the Board of Works for approving a street closure that made the event possible. She said three courts were set up and the event went well. She added that Indiana is a good state for pickleball because so many of the streets are flat.

Councilor Pérez added that **Councilor King** was one of the champions of the tournament.

Councilor Pérez said earlier today he sent an email of thanks to leaders of the City Police Department for their engagement with residents on various complicated and difficult issues. He thanked officers for their work.

Mayor Stutsman expressed his sympathies to residents of Elwood, Indiana over the July 31 killing of Police Officer Noah Shahnava during a traffic stop. He said he appreciates the work of all police officers.

There were no further comments by the Mayor or by Councilors.

Councilor King made a motion to adjourn the meeting, which was seconded by **Councilor Nisley**. On a voice vote, Councilors voted to adjourn the meeting by a 7-0 vote, with all members voting "yes."

Mayor Stutsman adjourned the meeting at 7:00 p.m.

EXHIBIT #1: Two photocopies of photos showing the location of the Main Street residence occupied by Jonathan Rhoades of Goshen. One was an aerial view of the area and the second a Google Maps photo with a street-level view. Rhoades provided these photocopies to Council members on Aug. 1, 2022 to object to the City requiring that trash and recycling carts be placed on the street for pick up instead of from alleys.

EXHIBIT #2: PowerPoint presentation delivered by Susan Visser, executive director of the Goshen Theater, to the City Council on Aug. 1, 2022. The presentation included information on the history of the theater, its renovation and current and future activities.

APPROVED:

Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer



GOSHEN COMMON COUNCIL

Minutes of the August 15, 2022 Regular Meeting

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

Council President Brett Weddell called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. He announced that Mayor Stutsman had a family commitment and would not attend tonight's meeting.

Council President Weddell asked the Clerk-Treasurer to conduct the roll call.

Present: Megan Eichorn (District 4) Julia King (At-Large) Doug Nisley (District 2)
 Gilberto Pérez Jr. (District 5) Donald Riegsecker (District 1) Matt Schrock (District 3)
 Council President Brett Weddell (At-Large)

Absent: Mayor Jeremy Stutsman and Youth Advisor Karen C. Velazquez Valdes (Non-voting)

Approval of Minutes: Council President Brett Weddell asked the Council's wishes regarding the minutes of the July 18, 2022 Regular Meeting. Councilor King moved to approve the minutes as submitted. Councilor Pérez seconded the motion. The motion passed 7-0 on a voice vote.

Approval of Meeting Agenda: Council President Brett Weddell asked the Council's wishes regarding the meeting agenda. Councilor Eichorn moved to approve the agenda as submitted. Councilor King seconded the motion. The motion passed 7-0 on a voice vote.

Privilege of the Floor:

At 6:02 p.m., Council President Brett Weddell invited public comment on matters not on the agenda

Matthew Lind of Goshen congratulated the City Council for starting its new home recycling program, which he said was a great thing and would be very positive once it takes full effect. However, he said he wanted to point out a few problems as seen in his neighborhood.

First, he said Borden Waste-Away, the City's contractor, has ignored non-compliant trash faster than expected, so trash in non-company containers or left in bags was ignored. He said that was problematic because next week there will be twice as much trash. He said some trash has now been scattered. As a result, Lind said that there was a second problem – two or three people have begun burning trash in their back yards. He said this needs to be addressed.

As far as solutions, **Lind** said there should be additional communication in addition to the information that already was provided by the City and Borden. He suggested a notice be affixed to trash left behind explaining why it wasn't collected and how to comply with new procedures. He said if Borden cannot do so, perhaps someone from the City could visit neighborhoods and disseminate this information.

Lind said that a third problem was that tags being sold to allow additional trash bags to be collected are only available at Martin's Super Markets. He suggested they also be available at places like Dollar General, Kroger or Walmart. He also suggested that more information be provided about the tag system.



Councilor Eichorn thanked Lind for his comments.

Councilor Schrock said he has been contacted by many people who have voiced the same concerns as Lind. He said many people don't know the rules for using the trash containers. He said some people didn't receive information mailed by the City and some don't read the newspaper, so they don't know how to use the trash and recycling containers. So, Schrock said more information should be provided.

Lind agreed, adding that more information would be helpful.

Council President Weddell said he and **Councilor King** recently were part of a phone conference with **City Director of Environmental Resilience Aaron Sawatsky Kingsley** and they expressed concerns about the availability of the tags. He said **Kingsley** told them that Martin's was asked to sell the tags because it was already doing so for the City of Elkhart. He said Martin's already had the process set up. Council President Weddell said he agreed with **Lind** that the tags needed to be more widely available and that **Kingsley** was seeking to do so.

Lind asked about the enforcement of the trash and recycling program, adding that he hoped it wasn't reliant on resident reports. **Council President Weddell** said it wasn't. He said last year that the City of Elkhart had a grant that paid for summer help to educate residents on how to recycle. He said it appeared that **Lind** was recommending a similar program for Goshen. He said the **Mayor** and **Kingsley** are aware of concerns and were addressing them.

Council President Weddell also said no one wants people to start burning trash or for people to report neighbors to City code enforcement officers, although he said that is how most cases arise. **Councilor King** said it's not the responsibility of residents to report problems, but she said it is good to report problems so City staff can better understand what's happening in neighborhoods.

Lind said neighbors can become hostile if they start reporting on one another to City staff. **Councilor King** responded, "It's not your job to police your neighbors."

Council President Weddell agreed. He said the City had anticipated some issues and not others and was working to address the problems. He said some people have complained about containers being so large they can never be filled, and Borden can replace them. **Councilor King** said the City's goal is to educate residents before enforcement.

Council President Weddell said that it's helpful for residents to address the Council and raise concerns. He noted that the same thing happened at the previous Council meeting when another neighbor expressed concerns about the trash collection process. **Lind** said he would be glad to provide future input.

There were no further public comments, either from those in the Council chamber or via Zoom, so Council President Weddell closed Privilege of the Floor at 6:11 p.m.

Council President Weddell said that he spoke to **Councilor Eichorn** earlier in the day and that she agreed to assume the Council President's normal role of introducing ordinances and resolutions.

1) Ordinance 5131, An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census

Council President Weddell called for the introduction on second reading of Ordinance 5131 - *An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census*. **Councilor Eichorn** asked the Clerk-Treasurer to read Ordinance 5131 by title only, which was done.

Eichorn/Pérez moved to approve Ordinance 5131 on second reading.



BACKGROUND:

Indiana law requires that the City of Goshen be divided into five (5) council districts during the second year after a year in which a federal decennial census is conducted. State law also requires that these five districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not have boundaries that cross precinct boundaries.

In January 2022, Mayor Stutsman proposed that the Council establish a non-partisan commission to help ensure that redistricting was not based on how the composition of districts affected political parties. Working with City Attorney Bodie Stegelmann, Mayor Stutsman proposed Ordinance 5116, to establish a five-member Redistricting Advisory Commission to make recommendations to the Council regarding its redistricting ordinance. Commission members would serve until the Council adopted district boundaries. The Mayor said that an independent redistricting commission would lend public legitimacy to the process and minimize conflicts of interest that might be present during conventional redistricting. He also said this method of redistricting could be conducted in an open manner with opportunities for public engagement. As conceived by Mayor Stutsman, Ordinance 5131 would have imposed various qualifications for membership. Membership would have been excluded to various categories of Goshen residents, such as: anyone who currently, or during the 10 years prior to the Commission's formation, held a public office or was a candidate for public office in the City or Elkhart County; an appointed public official; anyone who was currently an officer of any federal, state, county, or city-level political party, or who has been an officer or active member during the 10 years prior to the Commission's formation; a precinct committeeman; a member of a candidate's committee; anyone who has contributed a cumulative total of \$2,000 or more to any political candidate(s) within the five years prior to the Commission's formation; anyone registered as a lobbyist; and immediate family members of any excluded person. Councilors considered Ordinance at their Feb. 7 meeting and again on March 7. At the March 7 meeting, Councilors approved 10 amendments to the ordinance, mostly broadening the qualifications of Commission membership, and rejected three other amendments. Councilors then unanimously approved Ordinance 5116.

Afterward, the Councilors representing single-member districts appointed the following individuals to the City of Goshen Redistricting Advisory Commission: Bradd Weddell (District 1); David B. Daugherty (District 2); Shawn Miller (District 3); Jenny Murto Clark (District 4); and Everett Thomas (District 5). Also serving on the Commission were five non-voting members: Mayor Jeremy Stutsman, Council President Brett Weddell and Councilor Julia King, both at-large Council members, City Attorney Bodie Stegelmann and Clerk-Treasurer Richard R. Aguirre.

The Redistricting Advisory Commission met on June 3, June 17, June 30 and July 15, 2022. Commissioners conducted extensive research and engaged in extensive discussions about possible redistricting plans. Ultimately, Commissioners decided, by a 4-1 margin, to make Option 3 the Commission's number one redistricting recommendation to the City Council and Option 4 the secondary recommendation. Commissioners Clark, Daugherty, Miller, and Weddell voted "yes" and Commissioner Thomas voted "no." on this motion.

Ordinance 5131, which was presented to the Council on July 18, 2022, would establish Common Council districts for the City of Goshen based on population figures from the 2020 Decennial Census.



Indiana Code § 36-4-6-4(b) and (g)(1) requires the Common Council to adopt an ordinance to divide the city into five (5) districts during the second year after a year in which a federal decennial census is conducted. The Redistricting Advisory Commission, which was established by Ordinance 5116, submitted a recommendation to the Council for the division of the city into five (5) districts, along with an accompanying map and report. If approved by the Common Council, all territory within the corporate limits of the City of Goshen would be divided into the five (5) districts. **The proposed districts were composed of contiguous territory; were reasonably compact; did not cross precinct boundary lines except as provided by 36-4-6-4 (c) or (d); and contained, as nearly as possible, equal populations.**

Reflecting the Commission's Option 3, each Council district would be composed of these precincts:

(1) DISTRICT ONE. District One shall consist of the following areas:

- (A) Elkhart Township Precinct 01;
- (B) Elkhart Township Precinct 05, Census Blocks 1014, 3006, 3007, 3008, 3009, 3010, and 3011;
- (C) Elkhart Township Precinct 06;
- (D) Concord Township Precincts 31 and 32;
- (E) Harrison Township Precinct 01.

(2) DISTRICT TWO. District Two shall consist of the following areas:

- (A) Elkhart Township Precinct 05, Census Blocks 2000, 2001, 2002, 2003, 2004, 2009, and 2010;
- (B) Elkhart Township Precinct 07, Census Blocks 2007, 2012, 2013, 2017, 2018, 2019, 2020, 2021, 2022, and 4000;
- (C) Elkhart Township Precinct 08, Census Blocks 1004, 1005, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1033, 1034, 1035, 1036, 1037, 1038, 2002, 2003, 2004, 2005, 2006, 2009, 2010, 2011, 2023, 3002, 3003, 3004, and 3019;
- (D) Elkhart Township Precincts 09 and 10; and
- (E) Elkhart Township Precinct 11, Census Blocks 3001, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, and 3020.

(3) DISTRICT THREE. District Three shall consist of the following areas:

- (A) Elkhart Township Precincts 03 and 04;
- (B) Elkhart Township Precinct 07, Census Blocks 2001, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2022, 2023, 4008, 4009, 4010;
- (C) Elkhart Township Precinct 08, Census Blocks 1000, 1001, 1002, 1003, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1020, 1021, 1022, 1023, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 2000, 2006, 2026, and 2027;
- (D) Concord Township Precincts 27 and 33; and
- (E) Jefferson Township Precinct 02.

(4) DISTRICT FOUR. District Four shall consist of the following areas:

- (A) Elkhart Township Precinct 04, Census Block 1009;
- (B) Elkhart Township Precinct 08, Census Blocks 1028, 1029, 1030, 1031, 1032, 2000, 2001, 2002, 2003, 2004, 2005, 2009, 2010, 2011, and 2012;
- (C) Elkhart Township Precinct 11, Census Blocks 2007, 2008, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2024, 2027, and 3000;



(D) Elkhart Township Precinct 12, Census Blocks 1029, 1030, 1031, 1032, 1039, 1040, 1041, 1042, 1043, 2020, 2021, 2022, 2023, 2025, 2026, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, and 2038;

(E) Elkhart Township Precinct 13;

(F) Elkhart Township Precinct 14, Census Blocks 3001, 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3032, 4006, 4007, 4008, 4009, and 4010; and

(G) Elkhart Township Precinct 15.

(5) DISTRICT FIVE. District Five shall consist of the following areas:

(A) Elkhart Township Precinct 12, Census Blocks 1004, 1005, 1006, 1007, 1008, 1016, 1017, 2000, 2001, 2002, 2004;

(B) Elkhart Township Precinct 14, Census Blocks 1000, 1001, 1002, 1003, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1018, 1019, 1020, 1021, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2016, 2018, 5007, 5008, 5011, and 5012; and (C) Elkhart Township Precincts 17, 18, 19, 20, and 21.

For the purposes of the ordinance, the corporate limits of the City of Goshen and the precincts refer to the corporate boundary lines or precinct boundary lines as existed on the date of the adoption of this Ordinance.

Ordinance 5131 also specified that the Goshen Common Council would be composed of five (5) members elected from the districts established in Section 1, with one (1) member elected from each of the districts, as well as two (2) at-large members. Each voter of the city may vote for two (2) candidates for at-large membership and one (1) candidate from the district in which the voter resides.

At the City Council's meeting on July 18, 2022:

- **Bradd Weddell**, the chairman of the Redistricting Advisory Commission, made a detailed presentation of the commission's work and its recommendations.
- **Weddell** explained that the commission selected **Option 3** because it had the lowest percentage difference (5.75 percent) between the largest and smallest Council district and it had seven split precincts – just one more than the current Council districting plan.
- **Weddell** also explained that he commission's alternative choice was **Option 4**, because it reduced the number of split precincts to two, which is important to consider, although it had a higher population deviation, 7.28 percent.
- **Councilors** engaged in extensive discussions about the redistricting process and the options developed by the commission.
- A public hearing was opened on Ordinance 5131, but there were no public comments.
- After considering various options, Councilors voted on two motions by Council President Weddell.
- On a voice vote, Councilors approved amending Ordinance 5131, to add Option 4 for consideration in addition to Option 3, by a 6-0 margin, with all Councilors present voting "yes" at 6:31 p.m. Youth Adviser Karen C. Velazquez Valdes also voted "yes." Councilor Pérez was ill and not present.
- On a second voice vote, Councilors voted to table Ordinance 5131, *An Ordinance Establishing Common Council Districts for the City of Goshen based on the 2020 Decennial Census*, by a 6-0 margin, with all Councilors present voting "yes" at 6:32 p.m. Youth Adviser Karen C. Velazquez Valdes also voted "yes." Councilor Pérez was ill and not present.



After the July 18 meeting, City Attorney Bodie Stegelmann amended Ordinance 5131 to reflect the Common Council's decision to add redistricting Option 4 for consideration.

At the City Council's meeting on Aug. 1, 2022:

- Councilors discussed the background and context of Ordinance 5131, the redistricting options and the process of narrowing them down to a final plan.
- Councilors agreed to pass, on first reading, a plan tonight and give final approval at their next (Aug. 15) meeting.
- After extensive discussion, Councilors reached a consensus to approve Option 3, which was the recommendation of the appointed Redistricting Advisory Commission.
- On a voice vote, Councilors approved Councilor Nisley's motion (seconded by Council President Weddell) to amend Ordinance 5131 by eliminating Option 4 from consideration, by a 7-0 margin, with all Councilors voting "yes."
- During a public hearing period on Ordinance 5131, one member of the public – former Goshen Councilor Julia Gautsche – said Option 3 was the better choice.
- On a voice vote, Councilors then approved the motion by Council President Weddell (seconded by Councilor Eichorn) to approve amended Ordinance 5131 on first reading, by a 7-0 margin, with all Councilors voting "yes."
- Council President Weddell said there was not unanimous consent by Councilors to proceed with a second reading, so Mayor Stutsman said the second and final reading of Ordinance 5131 would take place at the next Council meeting, on Aug. 15, 2022.

AUGUST 15, 2022 COUNCIL DISCUSSION AND SECOND READING & FINAL APPROVAL:

Council President Weddell said a number of Councilors notified the Mayor, the City Attorney and the Clerk-Treasurer that a redistricting map that accompanied Ordinance 5131 was incorrect, but the written descriptions of the districts in the ordinance were correct. He said what was incorrect in the map were the boundaries of districts 3 and 4.

Because of this inaccuracy, the Council President said the Council had two options. He said City Attorney Bodie Stegelmann could ask Elkhart County GIS Coordinator Marc Watson to provide a revised map and delay the Council vote on Ordinance 5131 until the next meeting. Or, he said, the Council could vote based on the written descriptions of the districts in the ordinance, knowing that the maps will be updated after the vote.

Councilors Eichorn and King affirmed the idea of moving forward with a vote of the ordinance and attaching an updated map later.

City Attorney Stegelmann suggested that the Council amend the ordinance to substitute the new drawing for the previous drawing.

Councilor King made a motion to amend Ordinance 5131 by substituting the current map of the districts with the new corrected map. Councilor Nisley seconded the motion.

There was no further discussion on the motion.

On a voice vote, Councilors then approved the motion by Councilor King (seconded by Councilor Nisley) to approve the amendment to Ordinance 5131, by a 7-0 margin, with all Councilors voting "yes."



Council President Weddell provided a brief overview of how the Common Council had reached this stage in the process – consideration of Ordinance 5131 on second and final reading. He mentioned the four options presented by the Redistricting Advisory Commission, the Council’s decision to narrow the options to two and the decision on Aug. 1 to move forward with Option 3 by approving it on first reading. He said Option 3 was the top choice of the commission.

Council President Weddell asked if Councilors had any comments on Ordinance 5131.

Councilor King said she wanted to reiterate what was said at the last meeting – that there was a consensus that redistricting Option 3 made sense.

Councilor Eichorn said she hasn’t had anyone reach out and comment on the redistricting options. **Councilor Schrock** agreed with Eichorn.

At 6:15 p.m., **Council President Weddell** opened the public hearing on Ordinance 5131, which was before the Council for a second and final reading.

Former Goshen Councilor Everett Thomas said he served on the Redistricting Advisory Commission, as an appointee of **Councilor Pérez**, and also served on the subcommittee that developed the redistricting options along with **Deputy Mayor Mark Brinson**, **City Attorney Bodie Stegelmann** and **Bradd Weddell**, the chair of the commission. He said before the process began, all commissioners took a pledge, at **Mayor Stutsman’s** request, to not consider the Democratic and Republican registration of any district. And as he participated in the process, **Thomas** said he saw nobody asking about the Republican and Democratic balances of the districts.

Thomas recounted the process of developing the final options to meet the redistricting criteria.

He said: “I can assure you that although we do end up splitting one precinct more than we have currently, there is no partisan wrangling with these districts, and no gerrymandering. And I think we came up with the best number or deviation, deviation being the difference between the highest number of people in a district and the lowest number.”

Thomas said he strongly supported Option 3, the commission’s recommended plan. He said that **Councilors** and all citizens of Goshen should express gratitude to **Bradd Weddell** for his work on the commission. He also expressed his appreciation to **Council President Weddell** “for his persistence in making sure Bradd was there because I cannot imagine what it would have cost us to have the technical ability that Bradd helped us.” He also said **Weddell** didn’t develop the options; they were developed by the subcommittee.

In closing, **Thomas** said, “So, I recommend this to you with all confidence and hope that you will again — as you did two weeks ago — vote unanimously to support scenario number three.” “

There were no further public comments, so at 6:19 p.m., **Council President Weddell** closed the public hearing on Ordinance 5131. He asked if Councilors wanted to make additional comments.

Councilor King said, “I’m going to make the same comment I made last time. I would not have chosen for a sitting council member’s relative to be a part of that committee. But I experienced Bradd as professional, and personable, and was grateful for what he did.”

Former Councilor Thomas approached the lectern to speak again. **Councilors Pérez and King** pointed out that the public comment period was closed. **Council President Weddell** asked if any Councilors objected to **Thomas** making additional comments. None objected, although **Councilor King** noted that this wasn’t a time to debate.



Council President Weddell said he would have some comments before the end of the meeting, during the period for comments by elected officials.

Thomas then said, "I just want to know if **Councilwoman King** considers her latest comment an apology for posting what she did on her (social media)."

Councilor King responded, "No. It was an elaboration."

Council President Weddell thanked Commission members for their work. He said the group worked seamlessly together and he said he hoped no comments that were made undermined the work they did.

Councilor Nisley thanked **Everett Thomas** and the other commission members for the work they did and for developing the best redistricting plan that could have been developed.

Councilor Riegsecker said, "**Bradd Weddell** was my choice because of what he did with the Goshen school system ... This was simple enough that the City Council could have done this probably by themselves. So, Bradd really had no bearing being the brother of **Council President Brett Weddell**. And I chose him because of what I saw at the school. And if you're not taking D's and R's into consideration, it really doesn't matter."

Councilor King responded, "I understand why we chose him, having seen his work. I fully understand."

Councilor Pérez said Goshen is a small community and all Councilors have family members as well as connections in different places. "As we go forward, as we think about the different spaces that our family members are in, in terms of their contributions, and how we can ensure that we're not crossing a line where we are potentially creating a conflict of interest for different individuals in our community. So I appreciate the work that was done by all of the members of the committee. I'm not singling out one person, but just that we be mindful of how are connections are seen ... and how it influences the work that we on the Council do moving forward."

Councilor Riegsecker said, "I go back to the original list that was put together on who was excluded (from serving on the commission). We couldn't come up with anybody from that list so we had to amend that," Riegsecker said. "I've lived here most of my life and a couple of other people have, too. I pretty much know everybody or at least I used to. So, I think it just comes down to our ethics "

Councilor Pérez said, "But, again, in 20 years we're not going to be here potentially in these Council seats. So, it's possible that we may not be here. And it's just important to sort of keep that in front of us of how our families and our ethics, which I think you rightly name it; our ethics need to be a part of the work that we do."

Councilor Riegsecker, "I think we do have to be conscious (of that)." **Councilor Pérez** said, "Yes, I agree."

There were no further questions or comments from Councilors. Councilors also indicated they were ready to vote, so Council President Weddell asked the Clerk-Treasurer to conduct a roll call vote.

On a roll call vote, Councilors unanimously passed Ordinance 5131 on second and final reading by a 7-0 margin, with all present voting yes at 6:25 p.m. Youth Adviser Karen C. Velazquez Valdes also voted "yes."

2) Resolution 2022-19: Category Transfer (\$90,000 transfer within the Motor Vehicle Highway Fund from Capital Outlays to Supplies for street/alley/sewer maintenance)

Council President Weddell called for the introduction of Resolution 2022-19: *Category Transfer*. Councilor Eichorn asked the Clerk-Treasurer to read Resolution 2022-19 by title only, which was done.



Eichorn/Schrock moved to approve Resolution 2022-19.

BACKGROUND:

Resolution 2022-19 would authorize a transfer of fund budget categories to cover expenses of the City Street Department. More specifically, the resolution would authorize the transfer of \$90,000 of funds within the Motor Vehicle Highway Fund between the following budget categories: Category transfer from Capital Outlays (MVH/ Equipment, Motor Vehicles) to Supplies (MVH / Street, Alley and Sewer Maintenance).

AUGUST 15, 2022 PRESENTATION & DISCUSSION OF RESOLUTION 2022-19:

Council President Weddell invited comment on Resolution 2022-19 by City staff.

City Street Commissioner David Gibbs said the past winter was very hard on the City's roads and he was able to identify additional funds to make road repairs. He said funds had been identified to purchase a truck, but it won't be available this year. So to cover the needed maintenance materials for roads, Gibbs asked that the Council approve this category transfer.

Councilor Nisley asked if funds would need to be transferred when the truck can be purchased. Gibbs said, "No. It will be on next year's budget."

There were no further comments by Councilors.

At 6:26 p.m., Council President Weddell opened a public hearing on Resolution 2022-19.

There were no public comments, so at 6:26 p.m. Council President Weddell closed the public hearing on Resolution 2022-19.

There were no further questions or comments and Councilors indicated they were ready to vote.

On a voice vote, Councilors approved Resolution 2022-19, Category Transfer, by a 7-0 margin, with all Councilors present voting "yes" at 6:27 p.m. Youth Adviser Karen C. Velazquez Valdes also voted "yes."

3) Resolution 2022-20, Resolution of the Common Council of the City of Goshen Approving the Order of the Goshen Plan Commission (Indiana Avenue Allocation Area)

Council President Weddell called for the introduction of Resolution 2022-20 - *Resolution of the Common Council of the City of Goshen Approving the Order of the Goshen Plan Commission*. Councilor Eichorn asked the Clerk-Treasurer to read Resolution 2022-20 by title only, which was done.

Eichorn/Pérez moved to approve Resolution 2022-20.

BACKGROUND:

Resolution 2022-20 would give the Common Council's approval to the Goshen Plan Commission's July 19, 2022 order amend the Area Resolution to: (i) remove Parcel No. 20-11-16-151-026.000-015 and Parcel No. 20-11-16-151-027.000-015 from the Original Allocation Area (collectively, "Parcels"); (ii) designate the Parcels as a new tax allocation area to be identified as the Indiana Avenue Allocation Area.



More specifically, the resolution stated and would establish that:

- The City Redevelopment Commission has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area, and an allocation area coterminous with the Area known as the Consolidated River Race/US 33 Allocation Area in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area, and adopted an economic development plan, as amended, pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012, following statutory public hearings;
- On June 14, 2022 the Commission adopted a resolution amending the Area Resolution ("Amending Declaratory Resolution") and the Original Plan to: (i) remove Parcel No. 20-11-16-151-026.000-015 and Parcel No. 20-11-16-151-027.000-015 from the Original Allocation Area (collectively, "Parcels"); (ii) designate the Parcels as a new tax allocation area to be identified as the Indiana Avenue Allocation Area as set forth on the map attached thereto as Exhibit A; and (iii) add the Projects defined therein to the Original Plan ("2022 Plan");
- The Goshen Plan Commission ("Plan Commission") adopted an order on July 19, 2022 finding that the Amending Declaratory Resolution and 2022 Plan conform to the plan of development for the City; and
- The Act requires approval of the action of the Plan Commission by the Common Council of the City prior to the Commission holding a public hearing on the amendments;
- The action of the Plan Commission on July 19, 2022 is hereby in all respects approved by the Common Council.
- The Amending Declaratory Resolution and 2022 Plan are hereby in all respects approved by the Common Council.
- The Clerk-Treasurer is hereby directed to file a copy of the Amending Declaratory Resolution, the 2022 Plan and the approving Order of the Plan Commission with the permanent minutes of this meeting.
- This resolution shall be effective from and after its passage.

AUGUST 15, 2022 PRESENTATION & DISCUSSION OF RESOLUTION 2022-20:

Council President Weddell invited City Redevelopment Director Becky Hutsell to discuss the matter.

Hutsell said last spring a redevelopment agreement was brought to the City Development Commission and the Common Council for the Indiana Avenue apartment project. She said as part of that agreement, it was agreed that the City would remove the two parcels that made up the apartment property from the existing Consolidated River Race/US 33 Allocation Area and use the two parcels to establish the new Indiana Avenue Allocation Area.

Hutsell said the proposal was reviewed by the Redevelopment Commission and approved by the Plan Commission and those actions were included in the Council's meeting packet. She said the Council's approval tonight was the last step in carrying out that aspect of the agreement.

Hutsell said that if the Council approved the new allocation area tonight, a public hearing would be held in September by the Redevelopment Commission. And if the commission gives its approval, she said the Council would be asked to issue a bond to allow the developers to finish the project.

Council President Weddell said he didn't know if any other Councilors had visited the apartment construction site recently, but concrete had been poured in various locations and the walls are being constructed off-site and then brought it, so it will go up quickly. He said there also has been related work on Indiana Avenue.



Council President Weddell asked if there were any comments from Councilors.

Councilor King said that she wanted to explain that she remained opposed to creating this allocation area because it didn't seem to be a situation in which the developer merited receiving this type of funding. She added that she believes the Council needs to clarify its criteria for deciding these types of cases. Still, she added that "reasonable people can disagree on what to do in this situation."

At 6:30 p.m. **Council President Weddell** opened a public hearing on Resolution 2022-20.

There were no public comments, so at 6:30 p.m., **Council President Weddell** closed the public hearing on Resolution 2022-20.

There were no further questions, comments or concerns and Councilors indicated they were ready to vote. **Council President Weddell** asked the Clerk-Treasurer to conduct a roll call vote.

On a roll call vote, Councilors approved Resolution 2022-20, Resolution of the Common Council of the City of Goshen Approving the Order of the Goshen Plan Commission, by a 6-1 margin, with Councilors Eichorn, Nisley, Pérez, Riegsecker, Schrock and Weddell voting "yes" and Councilor King voting "no" at 6:30 p.m. Youth Adviser Karen C. Velazquez Valdes voted "pass," effectively abstaining.

Elected Official Reports:

Councilor Eichorn said she wanted to make some comments about the Community Relations Commission (CRC). She said she is no longer able to attend CRC meetings because she must attend school board meetings the evening the CRC meets. She said CRC members would like to have a Council liaison who can attend meetings. Eichorn said she has spoken to **Councilor Riegsecker** and he has agreed to serve as the Council's CRC liaison.

Councilors engaged in a brief discussion about the process of selecting a new liaison to the CRC – whether it needed to be a formal action placed on a Council agenda, a decision by Council or a decision by the Mayor. **Council President Weddell** said he would research the issue and determine how the Council should proceed.

Council President Weddell said that regarding the Community Relations Commission, he was officially announcing that a vacancy now existed that would need to be filled by the Council. He said **CRC Director AJ Delgadillo** informed him that **Gladys Rosas**, who was appointed in January, has resigned because she is moving out of the City. He said he still has the applications from those who previously applied for City Boards and Commissions because those individuals would still be eligible for appointment if a vacancy arose. **Council President Weddell** asked **City Communications Coordinator Sharon Hernandez** to post on the City's website that there was a vacancy on the CRC (and to accept applications).

Council President Weddell asked **Councilor King** how long the position needed to be kept open before the Council appointed a new member. **Councilor King** said she believed it was 30 days.

Council President Weddell recommended that the Council fill the CRC vacancy at the Council's second meeting in September. **Clerk-Treasurer Aguirre** informed the Council President that the Council had only one scheduled meeting in September – on Sept. 19. The **Council President** said the appointment could be made Sep. 19.



Aguirre noted that it was possible the Mayor also would like to make two additional appointments to the CRC.

Councilor Riegsecker said he attended the CRC's last meeting. He presented a summary of upcoming activities the CRC is sponsoring or promoting, including: an Aug. 25 seminar on the historic Jewish community of Goshen, at the public library; the Hispanic Heritage Festival, 1-11 p.m. on Sept. 17; Oct. 6, the next CRC meeting; and on Oct. 11, Indigenous People's Day at the Goshen Theater. He also said the CRC also had a retreat last weekend.

Councilor Riegsecker also commented on the City's new trash and recycling services. He said he has been speaking with residents and providing information to help calm them down. He also said he contacted Borden and asked about the delay in delivering a new recycling cart and eventually received one. He said he's looking forward to the new service and believes it will all work out.

Other **Councilors** said the new service was a work in progress, but conditions were improving.

Councilor Nisley said he received two recycling carts. **Councilor Schrock** said there were five recycling carts in front of the City's police training facility. Other Councilors responded that people have dropped off unwanted carts to the training facility.

Council President Weddell said all of the carts have serial numbers that are linked to the addresses they were delivered to. He told Councilors they might tell people to return them to Borden because there may be an expense if they just dump them someplace.

Councilor Nisley expressed appreciation for U.S. Rep. Jackie Walorski, who died recently in a two-vehicle crash. He said many appreciated her service, which was evidenced by the respect shown her by both Republicans and Democrats. He said Walorski's funeral was beautiful and he believes she did a great job representing the district.

Council President Weddell said it was also important to remember the three others who died in the crash and that their lives were just as important. He said they and their families also should be remembered. **Councilor Nisley** said he worked with **Zachery Potts**, another of the crash victims, on a few veteran-related cases.

Councilor Schrock said he been hearing from residents upset that Borden is no longer picking up trash containers that they collected the past five or six years. He said they only pick up the new trash carts and he wondered if that was a mistake. **Councilor Eichorn** said people are only allowed to have trash collected in a Borden-provided cart.

Council President Weddell said every house was provided with one trash cart and one recycling cart and any additional trash must be bagged and have a special tag, which must be purchased.

Councilor Riegsecker further clarified the trash collection procedures and said that Borden is able to provide smaller trash cards if requested.

Clerk-Treasurer Aguirre said City staff members have received a few hundred calls from residents about the new trash and recycling procedures. He said staff members have been addressing issues and have disseminated additional information to address the issues. He suggested that perhaps the **City Attorney Bodie Stegelmann** might want to discuss the approach the City is taking to address another issue.

Stegelmann said a number of customers have called and said they are physically unable to move their trash and recycling carts from their homes to the street for collection. So, he said, the City is working on a policy that would allow someone in that situation to request that the City provide them walk-up service from Borden. He said the normal charge for this service is \$15, but anyone approved for hardship reasons would not have to pay.

Council President Weddell said he was glad this program was being developed.



Councilor Pérez said he attended a gathering of the College Farm Neighborhood association and some people asked if data was available on speeding motorists, He asked if a Police liaison could meet with neighbors and provide information.

Chief José Miller said only two of their devices are collecting data and that the others are just flashing signs. He said four more data-collecting devices have been ordered. He said the data has yet to be analyzed, but eventually it will be to allow more effective policing during times when speeding most often occurs.

Asked by **Councilor Perez** if police eventually could meet with neighbors, **Chief Miller** said the data collected will be beneficial and people can eventually call the Division Chief of Patrol and speak to him.

Councilor Pérez said he wanted to mention the "goodness of Goshen" in regards to the Goshen family members who were victims of a shooting earlier in the year. He said funds have been donated to provide housing for the family. He said Community Pro Education has coordinated some of the fund-raising efforts.

Councilor Pérez also said he had COVID-19 and was unable to be present at the last meeting when the Common Council passed a resolution calling on the Indiana Legislative Assembly to approved driver cards for undocumented people. Having worked with immigrants on mental health issues for about 20 years in four counties, Pérez said the inability to drive safely and within the law has been a common issue for immigrants. He thanked Councilors for approving the resolution and the efforts of Councilors. **Council President Weddell** credited **Mayor Stutsman, Sen. Blake Doriot, Councilor Perez and Clerk-Treasurer Aguirre** for their work on the issue.

Council President Weddell said Redevelopment Commission met last week. He said the City was in the process of purchasing some homes on West Washington Street to finish out the River Race Drive project.

Council President Weddell said he was also asked to mention that the City is conducting a growth survey that can be found on the City's website and social media sites. He said a number of Councilors have shared the survey on their social media sites and he would encourage people to take the survey. He also noted that some listening sessions were being held and those times also were listed on the City's website.

Council President Weddell said he wanted to make some additional comments. He, again, thanked the Redistricting Advisory Commission for its work. He said he also wanted everyone to take note of something former Councilor **Everett Thomas** said tonight – that all of the commission's voting members held to their commitment to not talk about the partisan composition of the proposed Council districts.

Council President Weddell said: "You should think about that very carefully – what he meant on that because he was in front with two other people when a non-voting member said they wanted to look at Rs and Ds (Republicans and Democrats). And if you have questions about that, you can address that with Mr. Thomas."

King said, "No."

Council President Weddell continued: "And next I want to review something that Mr. Pérez mentioned – ethics. Ethics are incredibly important and when you utilize your social media with City Council to question the ethics of any individual of this Council or any member of that group and give half-truths, your ethics come into question. And I do not appreciate my character or my brother's character or any other person of that group's character being questioned. I will not have that.



Council President Weddell continued: "This Council, the Mayor, has done everything to keep politics out of what we do. Let's not go into that. That is not the City of Goshen. We don't do that. And I'd encourage all of us to keep that in mind moving forward. Thank you."

Councilor King responded that she never pledged to not consider the Republican and Democratic makeup of the proposed Council districts, "Anyone who knows me knows I would not have taken a pledge of that nature."

Councilor King said that during the course of that meeting, she might have asked if the partisan makeup of the districts had been considered, "but to suggest that I went back on a pledge is definitely questioning my ethics, so I take issue with that because that is incorrect."

"Regarding my taking issue with your ethics, I never used the word ethics in my post. I mentioned that your brother had a role on the redistricting committee and that you had pushed for that. And I said if my sister did that, I would mention that as a level of transparency. And I never questioned ethics."

"And to shush someone who mentioned something that light should be shined on – there's a personal conflict of interest here. There's not a financial conflict of interest. But having one's sibling work in that role is technically a personal conflict of interest. I did not object to that ... but I put it on there so people could understand that was the situation. That's how you clean up ethics; is you shine lights on them".

Councilor Nisley said, "I would say that if you go back and look, that I was probably the one that pushed for **Bradd (Weddell)** to be on there more than he (**Council President**) did."

Councilor King responded: "I understand. As I said, I understand he was personable. He was intelligent. He was professional. I absolutely understand what it is about him that made you want to do that. And I do not question the merits of his work. I want that to be very clear."

"What I'm saying is we have to be careful ... You all know him personally. The whole community doesn't know him personally or know you personally. So, that's how we have to make decisions sometimes, too. But I absolutely see what you see in him. And I also respect the fact that you have so much respect for your brother. That says something good about you. Just don't put words in my mouth because I did not question your ethics."

Council President Weddell responded, "I used the word **Councilman Pérez**. He used the word ethics ..."

Councilor King: "So, I want it to be clear. Please don't put words in my mouth. You and I can talk further about this at another time."

Council President Weddell said, "No, we're not going to talk about this anymore."

Councilor King said, "Well ... I did not say what you accuse me of saying."

Council President Weddell said "I think the light will be shone. I'd encourage each of you to speak with **Everett Thomas**. I think he can fill you in with what was said. It wasn't said to me and it was said in front of the two Democratic appointees and the one Republican appointee. So, I think that will shine light among many other things."

Councilor Nisley made a motion to adjourn the meeting.

Before anyone could respond to Councilor Nisley motion, **Clerk-Treasurer Aguirre** asked if there could be discussion of a very positive development – approval by the Board of Works of a new Police Department Wellness Policy. He said it would be good if **Chief Miller** could briefly discuss the new policy;

Chief Miller briefly described the new policy, saying it was intended to enhance the mental health of police officers and to address PTSD (Post-traumatic stress disorder) situations before they worsen. He said officers will be able to contact a peer group for support. Starting in 2023, the Police Department also will contract with a service that will respond to critical incidents and the debriefing of those incidents with officers. Overall, he said the policy will focus more attention on mental health issues so officers can better serve the community.

Council President Weddell responded, "We appreciate the work your officers do."



There were no further comments by the Mayor or by Councilors.

Councilor Nisley repeated his motion to adjourn the meeting, which was seconded by Councilor Pérez.

Council President Weddell adjourned the meeting at 6:58 p.m.

APPROVED:

Brett Weddell, Presiding Officer on Aug. 15, 2022

APPROVED:

Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

Richard R. Aguirre, City Clerk-Treasurer



City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

Sept. 19, 2022

Memo from Council President Weddell:

Due to a mid-term vacancy on the CRC, we are tasked with filling the open position. Per Council rules, the open position was publicly stated at the August 15th City Council meeting, notifications were published on the City's website and Facebook pages.

At the time of publication of the Council packet, we have received 5 applications. There were no applications left after filling the open positions on January 1, 2022.

All council reps are encouraged to read through the applications, contact the applicants as needed, and be prepared to make nominations during the council meetings.

Thank you.

Brett Weddell, OD

Wellington & Weddell Eye Care

Goshen City Council, At Large

APPLICANTS FOR THE COMMUNITY RELATIONS COMMISSION

Date: 09 / 13 / 2022

First Name: Lori

Last Name: Copsey

Address: [REDACTED]

City: Goshen

State: IN

Zip: 46526

Phone number: [REDACTED]

Email: [REDACTED]

Board/Commission interested in: Public Relations

Explain related background, interest or experience: I currently work for the Elkhart County Special Education Cooperative supporting 20+ classrooms across the county for students with multiple severe disabilities. I work with people of many different socioeconomic backgrounds, educational backgrounds, cultural backgrounds and age groups. It's also a racially diverse population of families, teachers and other professionals. I've held this position for 25 years and believe my experience would be beneficial in our diverse city. I have also served on the Board of Directors for Habitat for Humanity of Elkhart County for 11 years.

Describe any interest or experience you have in collaborative decision-making:

Creating Individual Education plans for children with disabilities is a collaborative decision-making task involving parents, students and the multiple professional disciplines that provides services. I have chaired commissions and committees at church for 20 years. Serving as a Habitat board member also involves much collaborative decision making.

Describe why you are interested in participating in this board or commission: I want to be more involved in the city in ways that promote and support diversity and community participation.

Date: 08 / 17 / 2022

First Name: Timothy

Last Name: Huser

Address: [REDACTED]

City: Goshen

State: IN

Zip: 46528

Phone number: [REDACTED]

Email: [REDACTED]

Board/Commission interested in: CRC

Explain related background, interest or experience: Community Organizing 5+ years

Describe any interest or experience you have in collaborative decision-making: Union president for 4 years. Ran meetings under Rusty's Rule of Order

Describe why you are interested in participating in this board or commission: Goshen resident 40 years

Date: 09 / 22 / 1960

First Name: Valarie

Last Name: Mann

Address: [REDACTED]

City: Goshen

State: IN

Zip: 46526

Phone number: [REDACTED]

Email: [REDACTED]

Board/Commission interested in: CRC

Explain related background, interest or experience: I have lived in Goshen all my life and desire to be more involved in the community. My current job has allowed me more interaction, especially with downtown businesses and patrons. My sister and niece are both heavily involved on boards and commissions and it is of great interest to me to explore.

Describe any interest or experience you have in collaborative decision-making: My opinions and abilities are relied on considerably at work, and I am a strong team player.

Describe why you are interested in participating in this board or commission: I want to find more interests outside of work and have a strong sense of community and would like to see the possibilities of being involved at this level.

Date: 08 /16 / 2022

First Name: Walter

Last Name: Mason

Address: [REDACTED]

City: Goshen

State: IN

Zip: 46526

Phone number: [REDACTED]

Email: [REDACTED]

Board/Commission interested in: CRC

Explain related background, interest or experience: Served on DGI First Fridays task force for 9 years.

Describe any interest or experience you have in collaborative decision-making: In business I managed collaborative efforts between several departments to develop and launch new products and projects.

Describe why you are interested in participating in this board or commission: To do my part in helping to promote a diverse and inclusive atmosphere in our town.

Date: 03 /14 / 1997

First Name: Peter

Last Name: Vukovich

Address: [REDACTED]

City: Goshen

State: IN

Zip: 46526

Phone number: [REDACTED]

Email: [REDACTED]

Board/Commission interested in: Community Relations

Explain related background, interest or experience: I've Lived in Goshen my whole life and plan to live here my entire life! I absolutely love the city of Goshen and would like to provide my experience and skills to help the city continue to grow and become better! I've been a business owner in Goshen the last 7 years. First starting out in liquidation and using my skills to unify area liquidation businesses to work together to create more buying power and ultimately be more effective. 5 years ago I started family bred puppies by working with multiple family breeders under one name. Doing this allowed us to have the quality of a small breeder, while having the resources of working together to compete with larger companies. I believe my skill set in unity will allow the City of Goshen to come closer together!

Describe any interest or experience you have in collaborative decision-making: I have been a business owner the last 7 years. With many employees and Sub contractors. Along with collaborating with other businesses as well!

Describe why you are interested in participating in this board or commission: I love the city of Goshen and plan to live here my entire life! I want to become more invested and involved in Goshen by donating my time to help Goshen be the best city it can be!



Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714

Phone (574) 533-9322 • Fax (574) 533-9740 • TDD (574) 534-3185
mayor@goshencity.com • www.goshenindiana.org

September 14, 2022

Council President Weddell and Council Members,

I am looking forward to our upcoming budget discussions. This year will be the earliest the budget has come to the council. Like we have in the past, I will go through the budget with the council department by department, doing my best to point out the major changes and answering any initial questions.

As you are aware, the 2022 budget saw a huge increase as we were working to catch up on projects and purchases that had been delayed one way or another by COVID, and the widespread economic impacts of COVID. The 2023 budget is the first of 2 steps in reducing our budget back down to its pre-2022 level. Obviously, costs are still higher than what we are used to but the 2023 budget does start the process of normalizing our expenditures.

We will then have 3 weeks before the next hearing, which will not only give the council but also the public time to look through and ask questions about the proposed 2023 budget.

If any council members have ideas of how to alter the budget I would ask that you take the time to set up a meeting with me and the appropriate department head(s) so we can have discussion about the effects of those changes to our city services. Denise can help set up these meetings.

I am finishing up my full budget letter as we speak. Unfortunately, I am waiting on one last report from Baker Tilly, (I currently have the draft). Once I have the final report I can do one last check on the numbers for accuracy. While I won't have it before the packet goes out, I am hopeful that I will have the letter in your hands by Thursday evening.

If you have any questions or would like a meeting please don't hesitate to reach out.

Sincerely,

A handwritten signature in blue ink, appearing to read "JPM", with a long horizontal flourish extending to the right.

Jeremy P. Stutsman



Goshen
THE MAPLE CITY



2023 Budget Overview



bakertilly
MUNICIPAL ADVISORS



Topics for Discussion

- “Big Four+” Operating Funds
- Historical Financial Information
- 2023 Budget
- Future Budget Considerations
- ARP Fiscal Recovery Fund

The “Big Four+”

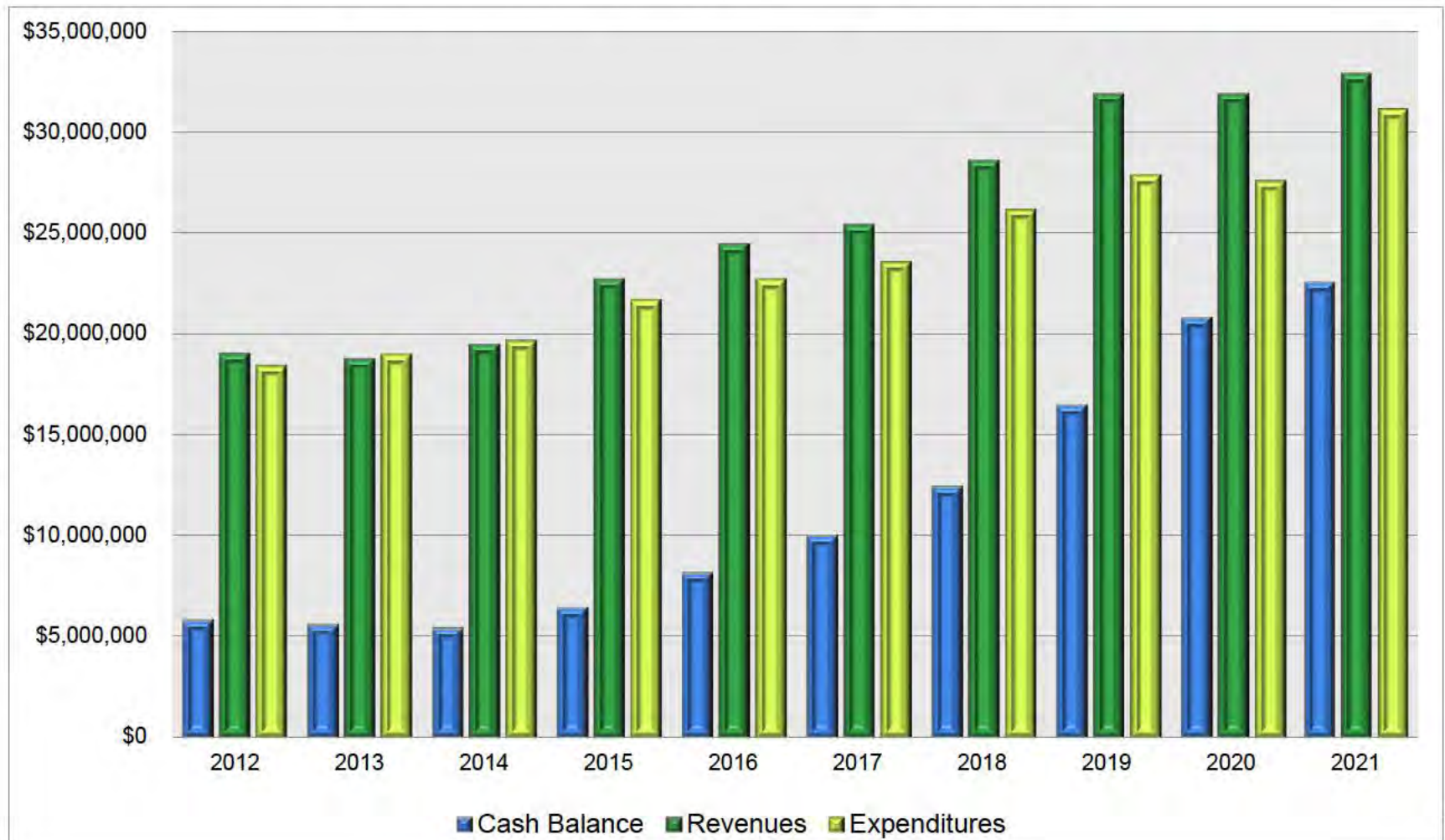
General, MVH, MVH Restricted, Parks, PS LOIT

- Account for approximately (based on 2023 budget):
 - 92% of City’s payroll and benefits(‘22 = 93%)
 - 77% of supplies purchased for the City(‘22 = 87%)
 - 62% of services and charges(‘22 = 64%)
 - 49% of the City’s capital budget(‘22 = 66%)
- Other locally managed funds are primarily related to:
 - Pensioners (Police and Fire)
 - Economic development
 - Capital improvements
 - Debt service

Historical Financial Information

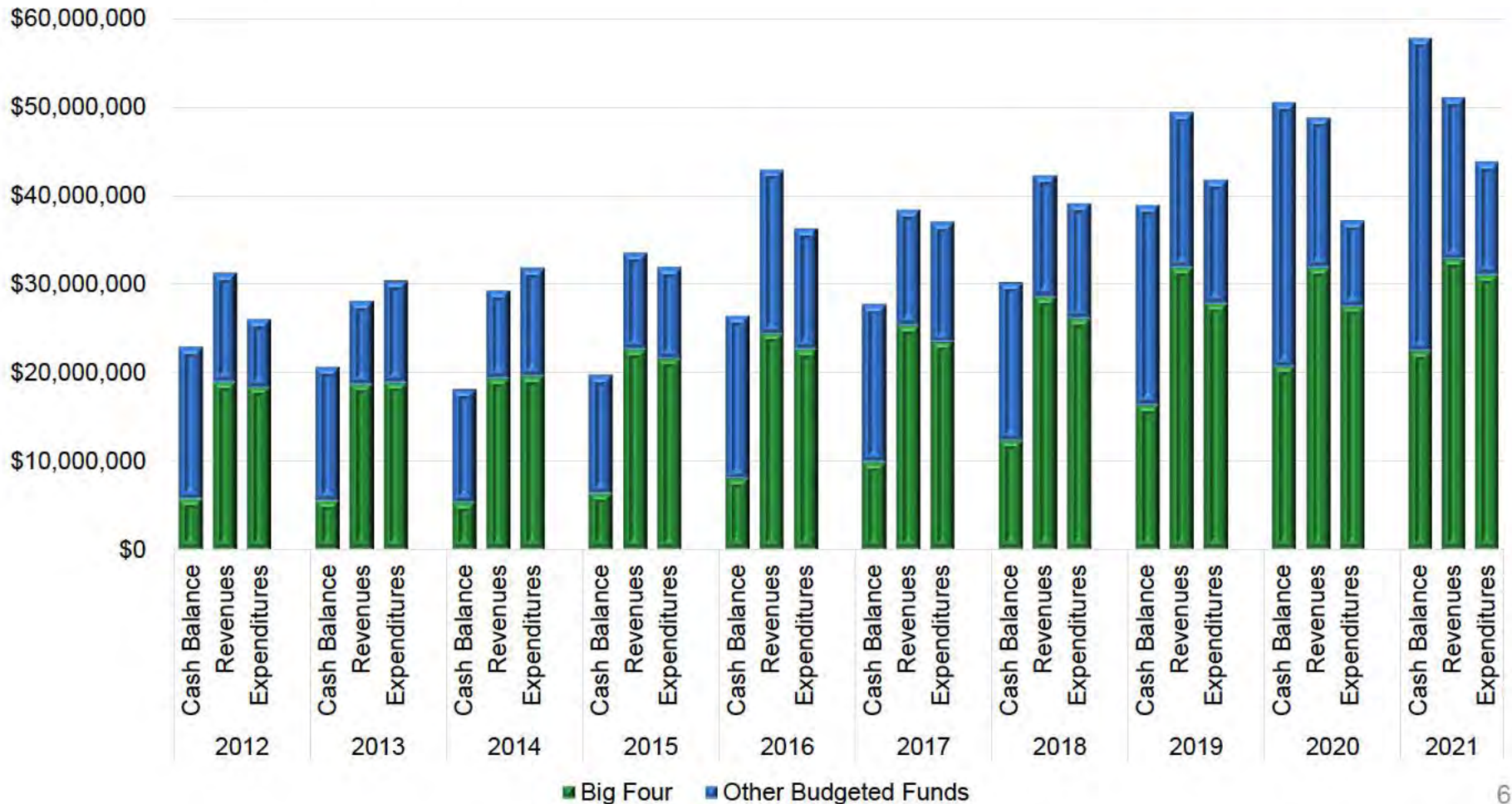
Historical Financial Information

(General, MVH and MVH Restricted, Parks, PS LOIT)



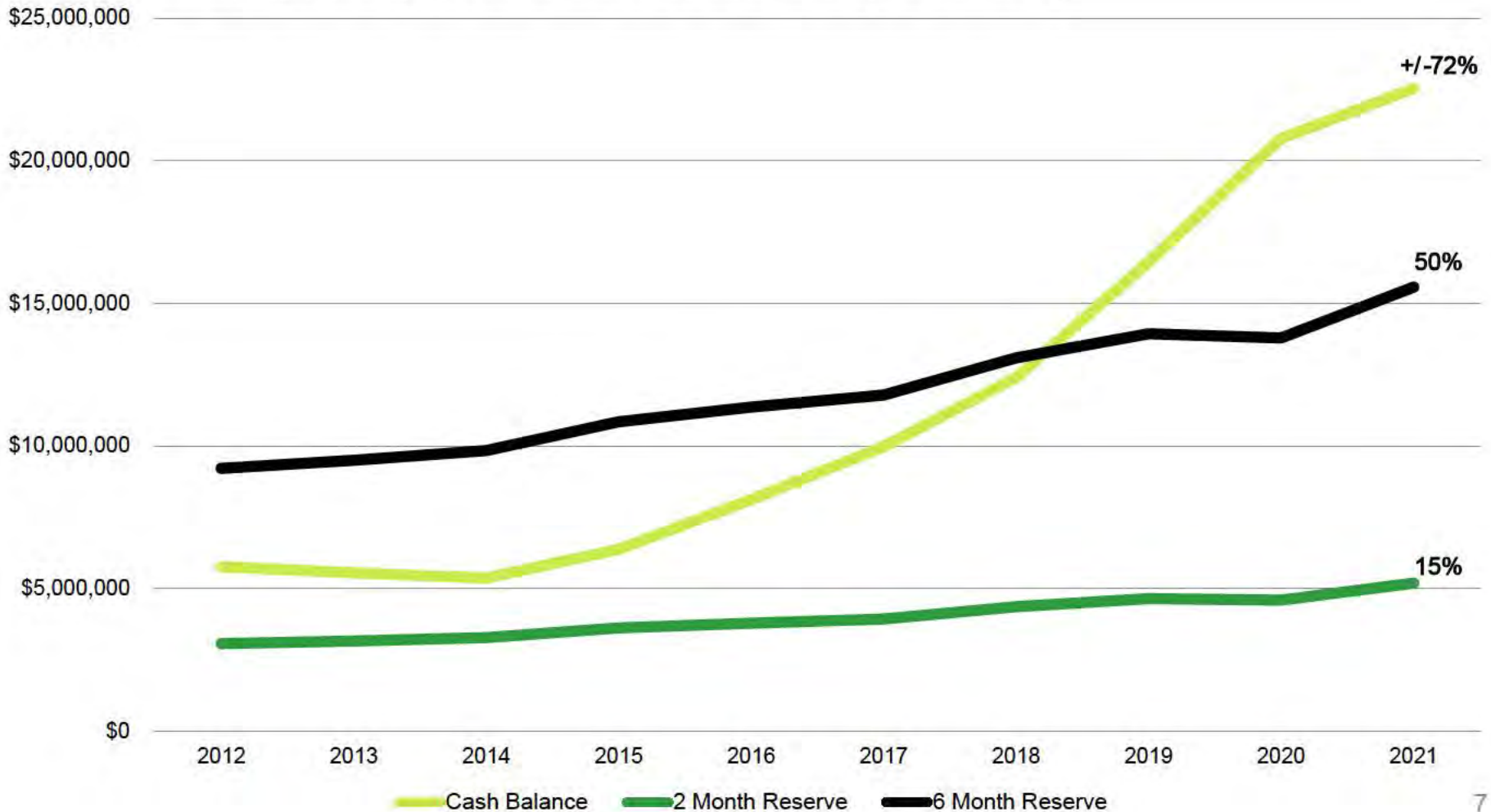
Historical Financial Information

(All Budgeted Funds)

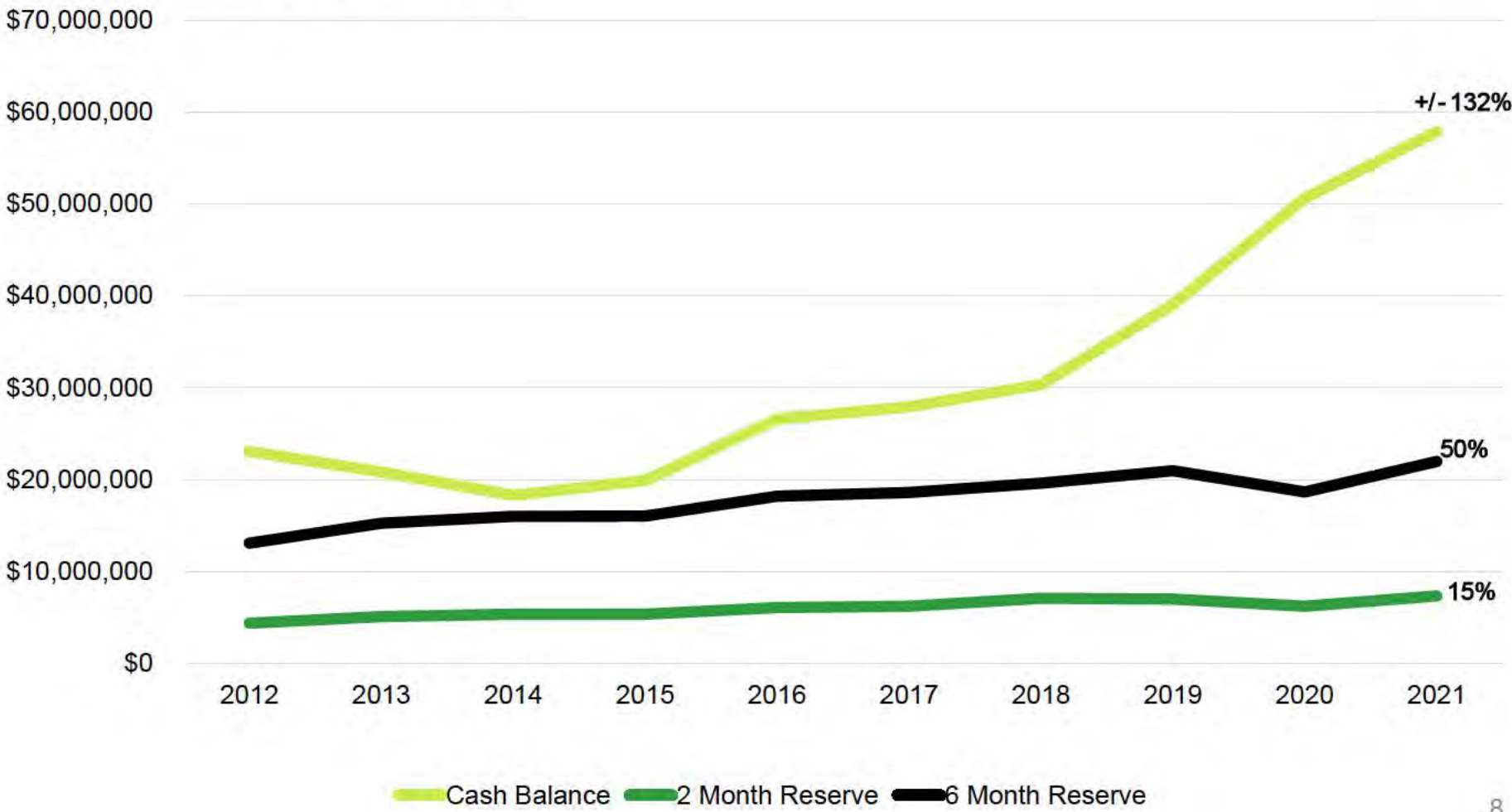


Historical Operating Balance Comparison

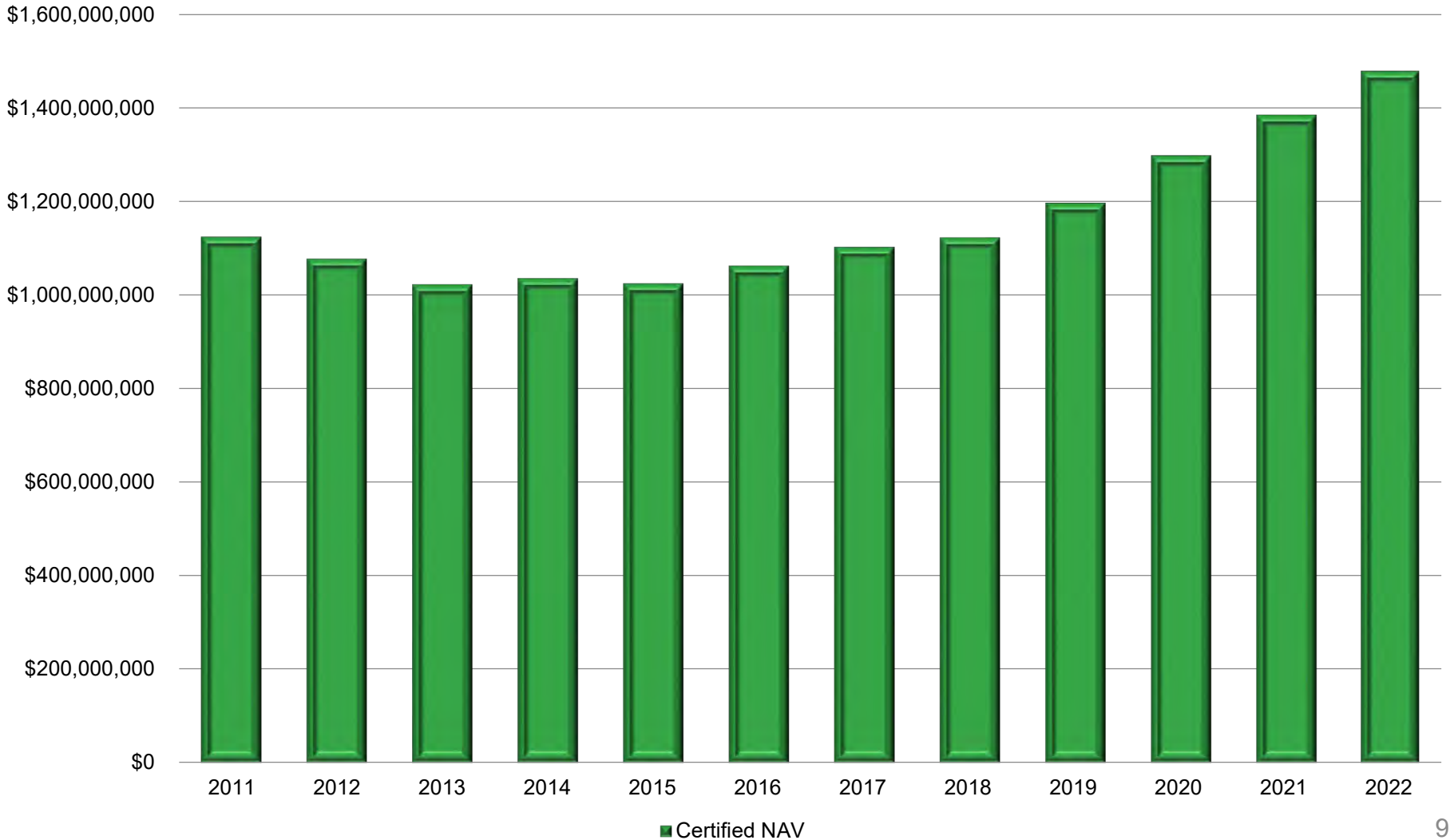
(General, MVH, MVH Restricted, Parks, PS LOIT)



Historical Operating Balance Comparison (All Budgeted Funds)



Historical Certified Net Assessed Value



Historical Levies, Circuit Breaker, Assessed Value and Tax Rates

<u>Year</u>	<u>Levy</u> (a)	<u>Circuit Breaker Credits</u> (b)	<u>CircuitBreaker Loss %</u>	<u>Net Levy</u> (a) - (b)	<u>%Change- Net Levy</u>	<u>Assessed Value</u> (c)	<u>%Change- Assessed Value</u>	<u>Tax Rate</u> (a) / [(c)/100]	<u>%Change- Tax Rate</u>
2011	\$14,028,170	\$(2,077,452)	14.81%	\$11,950,718	-0.36%	\$1,124,953,504	-3.41%	\$1.2470	9.78%
2012	14,717,267	(2,669,943)	18.14%	12,047,324	0.81%	1,077,477,655	-4.22%	1.3659	9.53%
2013	15,023,097	(3,500,110)	23.30%	11,522,987	-4.35%	1,022,953,608	-5.06%	1.4686	7.52%
2014	15,412,321	(4,507,460)	29.25%	10,904,861	-5.36%	1,035,913,496	1.27%	1.4878	1.31%
2015	15,617,612	(3,874,596)	24.81%	11,743,016	7.69%	1,025,450,635	-1.01%	1.5230	2.37%
2016	16,365,548	(3,910,981)	23.90%	12,454,567	6.06%	1,063,043,017	3.67%	1.5395	1.08%
2017	17,046,575	(4,359,043)	25.57%	12,687,532	1.87%	1,102,838,518	3.74%	1.5457	0.40%
2018	17,617,975	(3,769,447)	21.40%	13,848,528	9.15%	1,123,237,210	1.85%	1.5684	1.47%
2019	18,526,447	(2,694,798)	14.55%	15,831,649	14.32%	1,196,721,654	6.54%	1.5481	-1.29%
2020	19,526,203	(2,692,624)	13.79%	16,833,579	6.33%	1,298,025,750	8.47%	1.5043	-2.83%
2021	20,294,726	(2,648,247)	13.05%	17,646,479	4.83%	1,384,643,991	6.67%	1.4657	-2.57%
2022	21,509,088	(3,786,745)	17.61%	17,722,344	0.43%	1,478,084,633	6.75%	1.4552	-0.72%

Historical Levy and Circuit Breaker Credits

- City has absorbed over \$41.7 million of lost revenue due to circuit breakers since 2010.
- 2022 actual credits (losses) are \$3.79MM.
- Actual Credits will not be known until shortly before tax bills are mailed in the Spring of 2023.
- Circuit breaker credits for 2019, 2020 and 2021 are all in the \$2.6MM range, with 2022 increasing by approximately \$1.2MM.

Historical Estimated and Actual Circuit Breaker Credits

<u>Year</u>	<u>Actual Circuit Breaker Credits</u>	<u>Estimated Circuit Breaker Credits*</u>	<u>Difference</u>
2017	\$4,359,043	\$5,358,007	(\$998,964)
2018	3,769,447	4,415,870	(646,423)
2019	2,694,798	4,178,340	(1,483,542)
2020	2,692,624	3,256,137	(563,513)
2021	2,648,247	2,693,600	(45,353)
2022	3,786,745	2,669,180	1,117,565
2023		5,300,970	

*Per Department of Local Government Finance.



2023 Budget

Fiscal Accountability

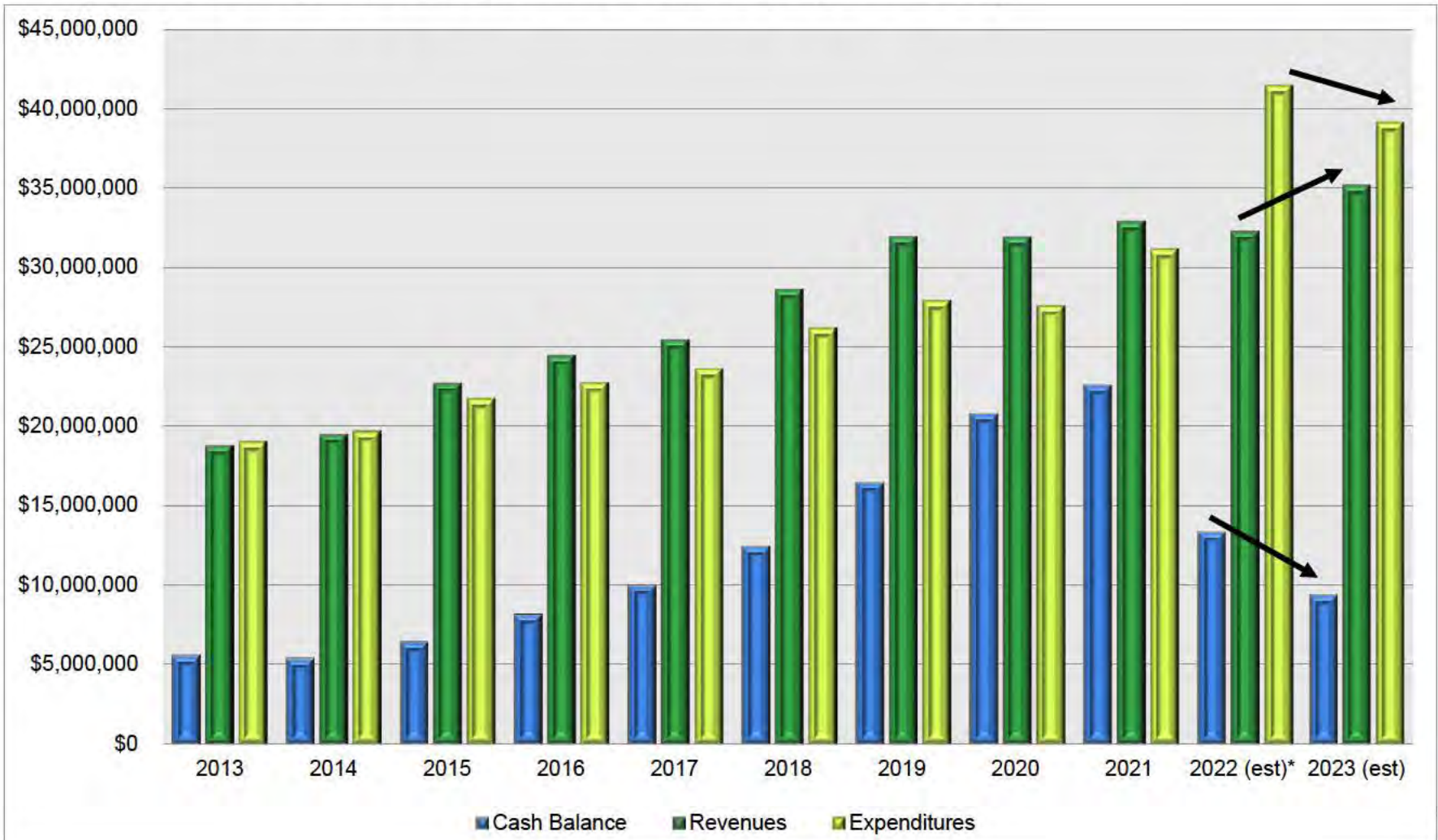
Overview

- Each year the City develops a proposed budget to match as closely as possible available revenues with the costs of providing services.
- Best practices in place for the City:
 - Consistency of process
 - Diligence of elected officials
 - Targeted utilization of operating reserves (flexibility)
 - Recognition of future budget needs
 - Grasp of changes in legislation, components of revenue forecasts, spending plans and financing alternatives
 - Manage risk effectively
 - Build value through budget
 - Strategic use of cash reserves to meet service needs of the City

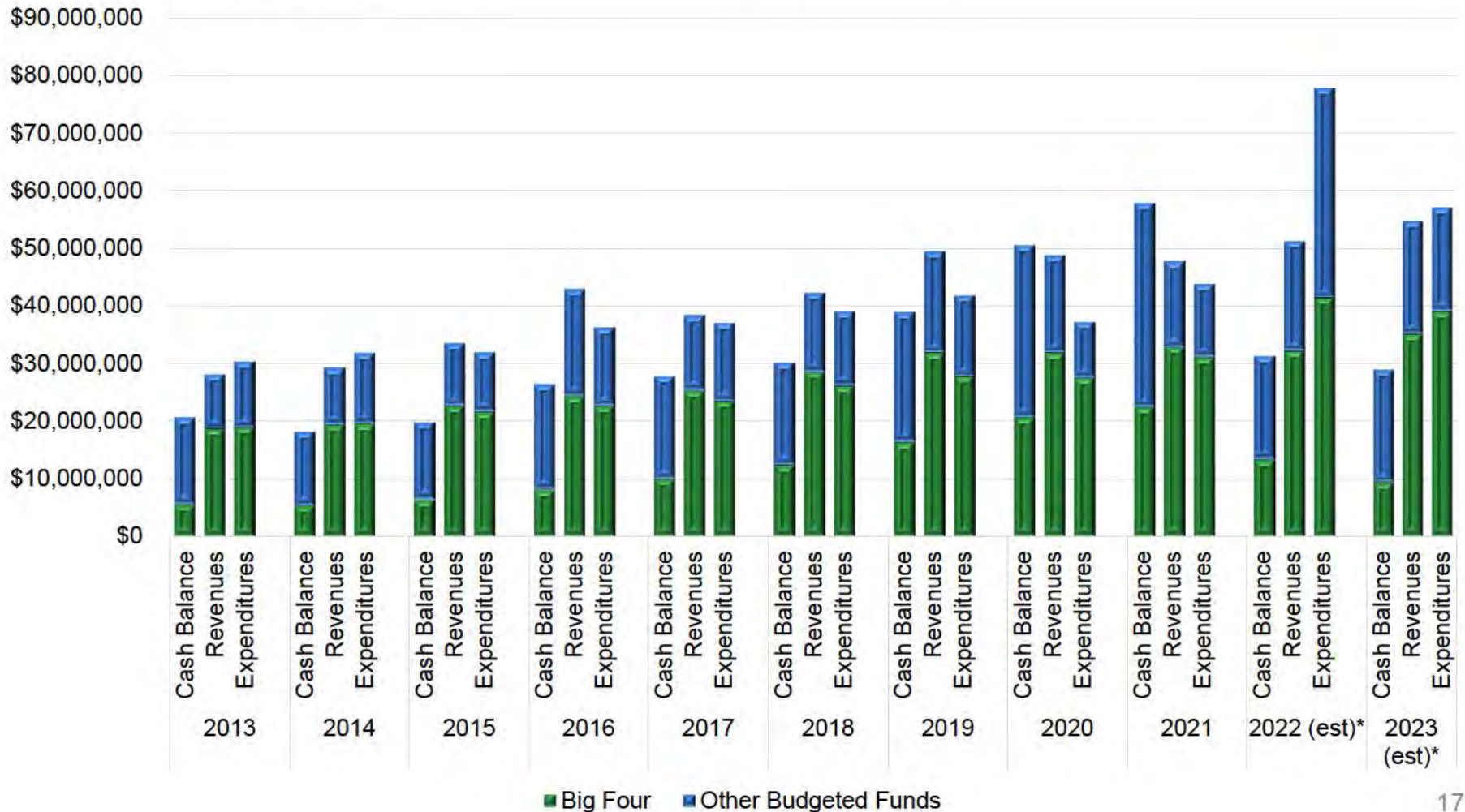
General Comments for 2023 Budget

- Property tax levy growth rate for 2023 is 5.0%
 - For Goshen this translates to approximately \$1.31M of gross new property tax revenues
 - After circuit breaker, the net new tax revenue is approximately \$1.03M.
- The City is eligible to apply for the excess levy three year growth appeal again
 - This translates to approximately \$462k in additional gross property tax revenues if the City applies for the appeal and it is approved by the DLGF
- 2023 Circuit Breaker Credits are estimated at ~\$4.1M
 - “Big Four” absorbs over 91% of the Circuit Breaker Credit
- 2023 Net Assessed Value has been Certified
 - 8.7% increase over 2022 NAV
 - 2023 tax rate is estimated to decrease to \$1.4218 from 2022 rate of \$1.4552
 - If growth in NAV > growth in levy = decreased rate
 - 8.7% growth in AV > 5% growth in levy = (\$.0334) drop in tax rate

Comparison of 2023 Budget to Historical (General, MVH, MVH Restricted, Park, PS LOIT)

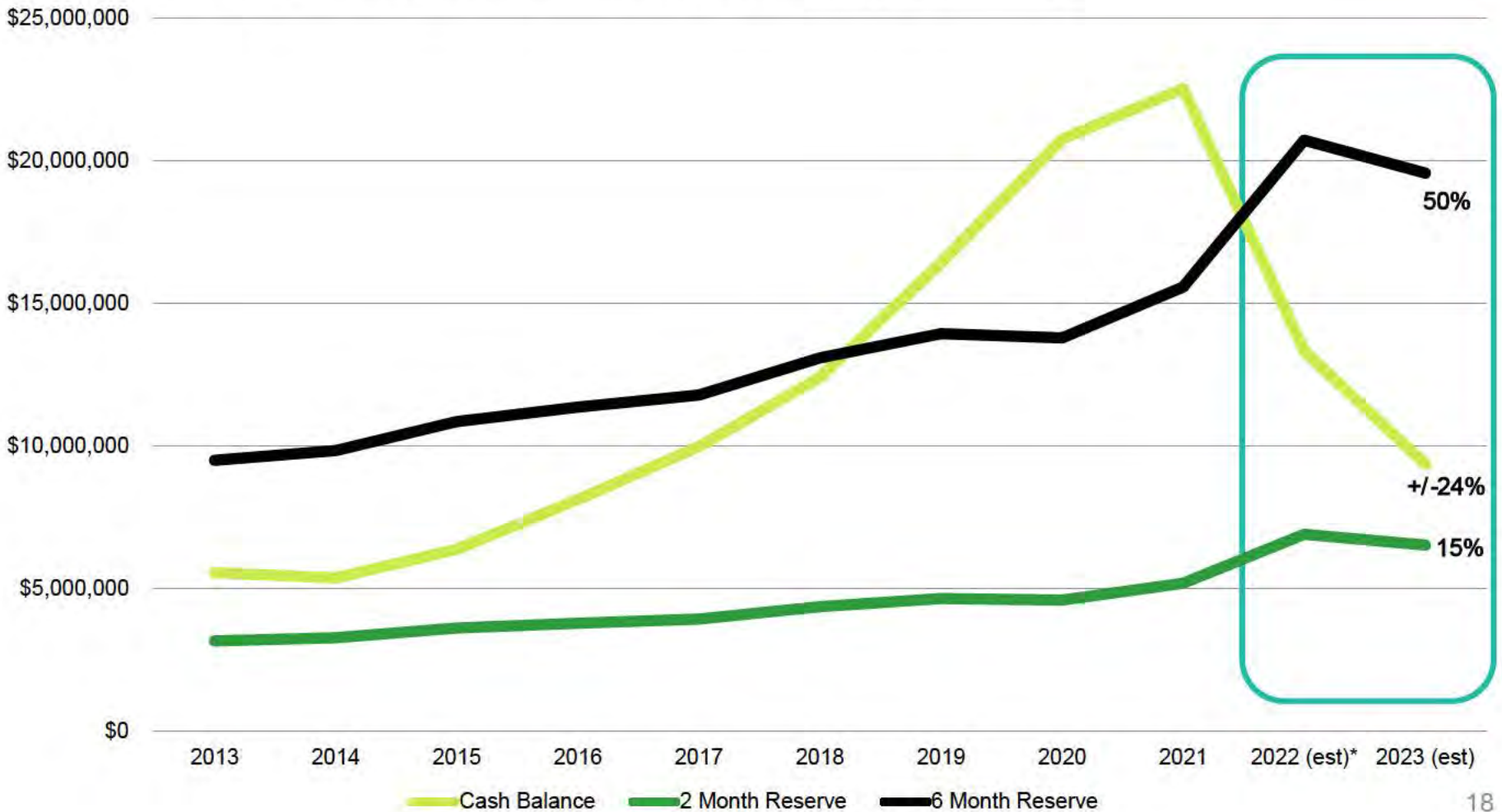


Comparison of 2023 Budget to Historical (All Budgeted Funds)

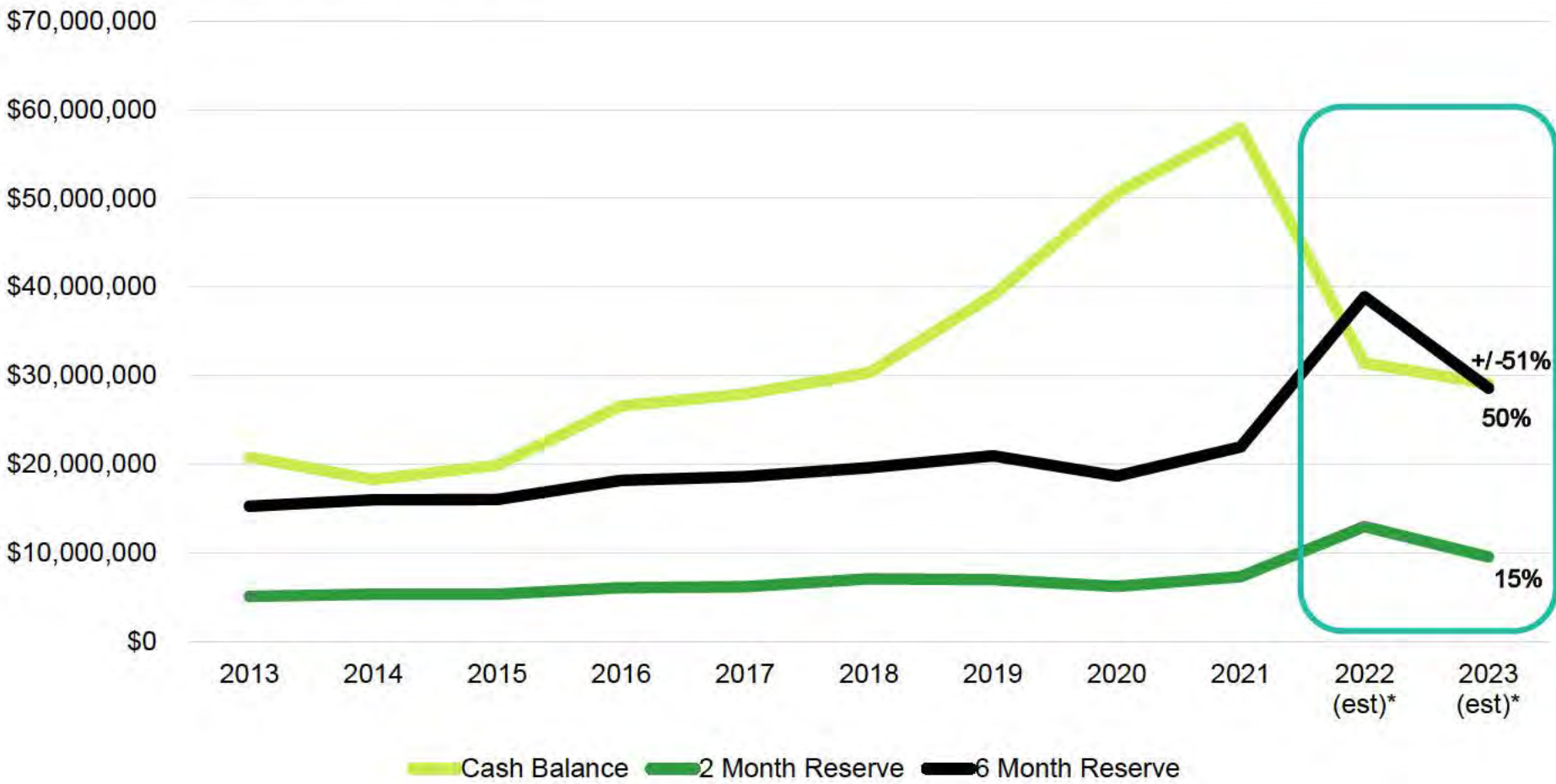


2023 Estimated Operating Balances

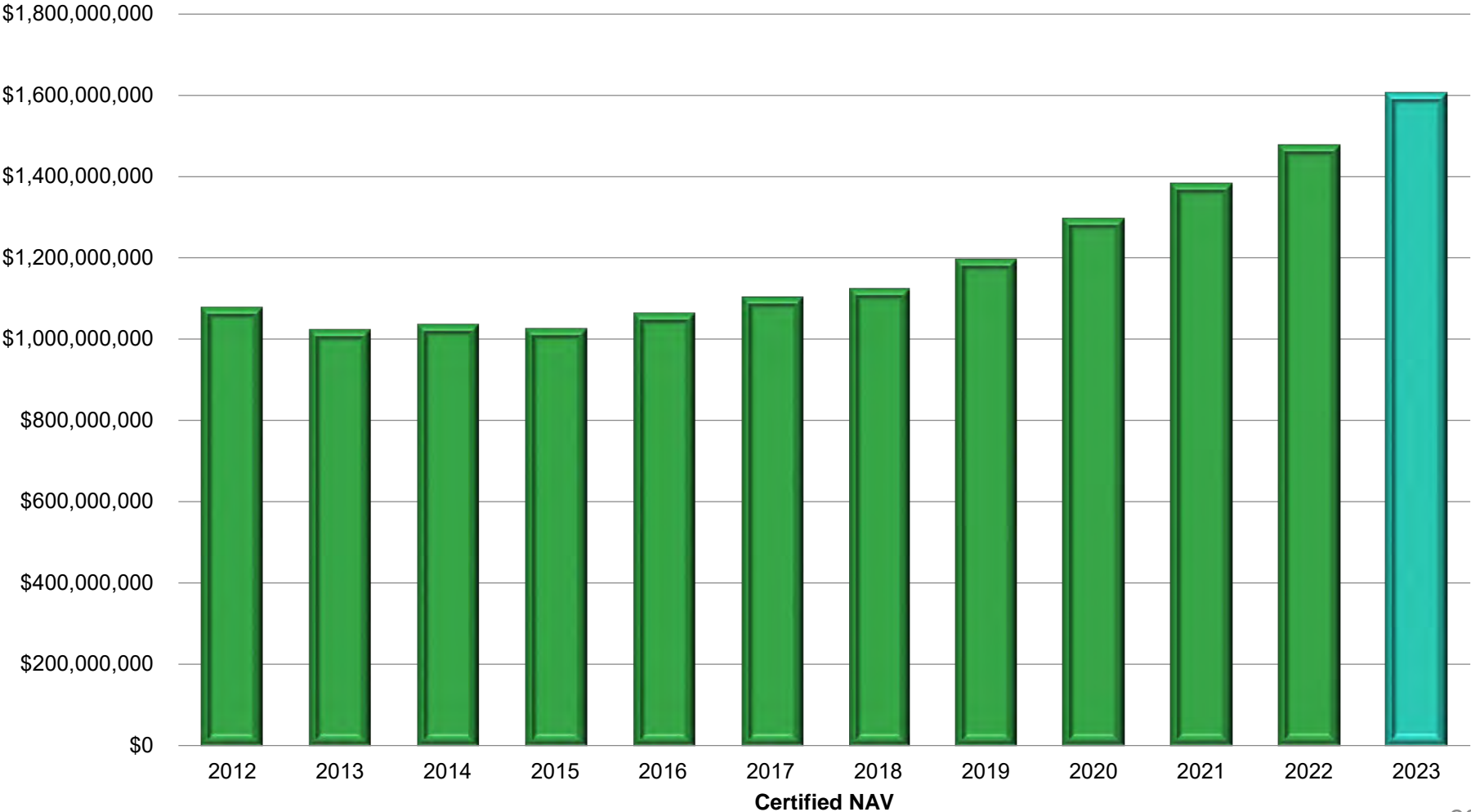
(General, MVH, MVH Restricted, Parks, PS LOIT)



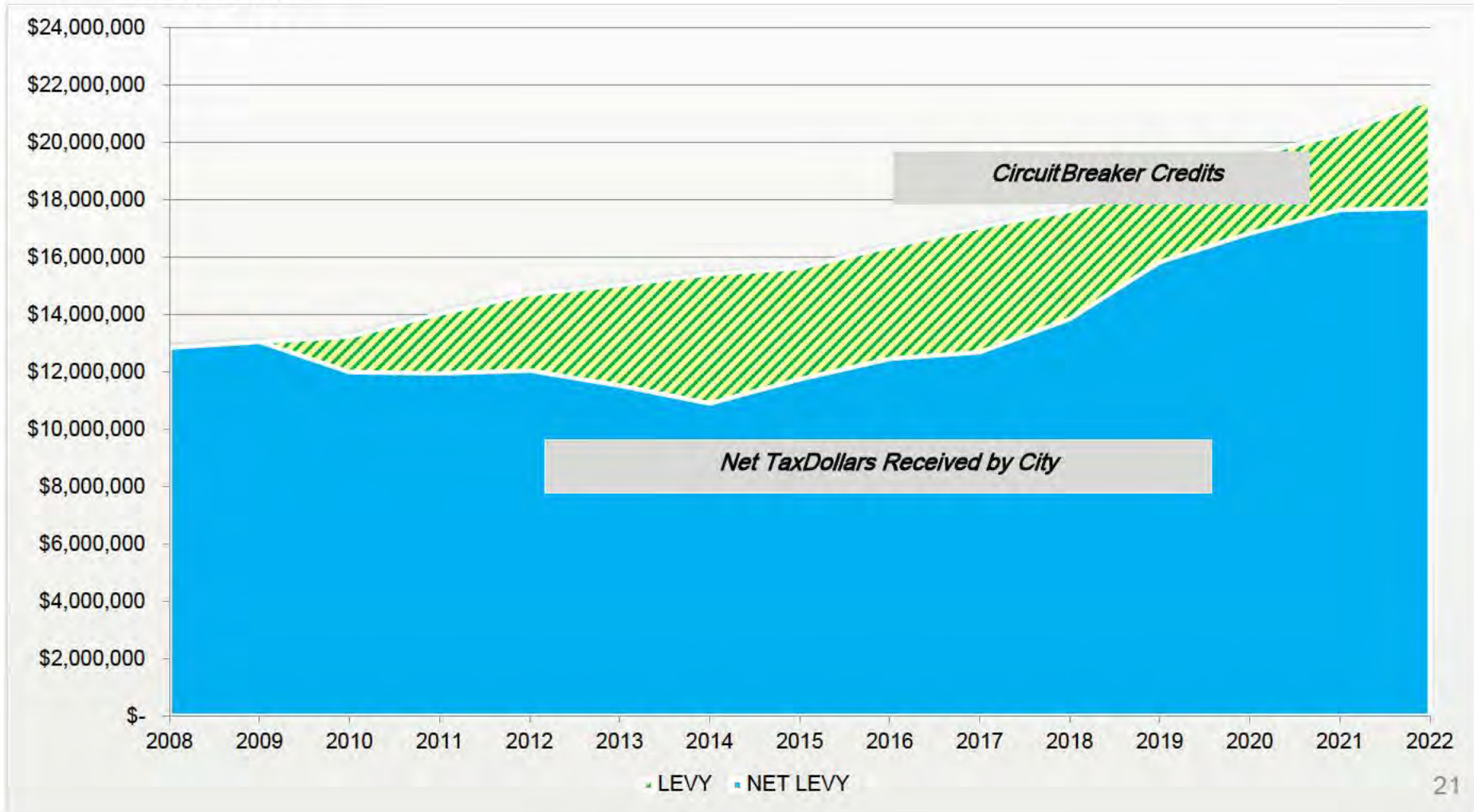
2023 Estimated Operating Balances (All Budgeted Funds)



Certified Net Assessed Value



Historical and Estimated Net Property Tax Levies



2023 Budget and Beyond

Operational Accountability

Operational Accountability

- City's stated desire is to be able to continue to provide (and afford) services
- Key measurable for this is maintenance of cash reserves
 - Administration has controlled spending to meet minimum reserves despite circuit breaker losses
 - Circuit breaker losses are still significant, but City seeing relief from LIT and the assessed value growth
 - 2023 budget calls for targeted spending of reserves to meet key service objectives
- 2023 Budget and Beyond
 - Circuit breaker jumped 43% in 2022. The City should be proactive in planning for possible future increases going forward.
 - American Rescue Plan and potential infrastructure bill present opportunities for the City to accelerate economic recovery and address longstanding needs.
 - Administration is drafting a comprehensive plan to allow proactive planning and nimble reactions to changing opportunities.



American Rescue Plan (“ARP”) Fiscal Recovery Fund

- The City has received approximately \$6.8M in federal grant money from the American Rescue Plan.
 - Half of this was received in Summer 2021, and the second half was received in Summer 2022.
- The City is currently developing spending plans for this money that are in compliance with the four eligible categories.
- Based on the Final Rule, the City is eligible to declare the entire \$6.8M as revenue loss and utilize it for governmental purposes.



Contact Information

Dan Hedden, CPA

Partner

Baker Tilly US

317-465-1503

Paige Sansone, CPA

Partner

Baker Tilly US

317-465-1521

Amber Nielsen, CPA

Manager

Baker Tilly US

574-367-5370



City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

2023 SPENDING PLAN FOR THE CITY OF GOSHEN

DATE: September 19, 2022

TO: Goshen City Common Council and Mayor Stutsman

FROM: Jeffery Weaver, CPA, Deputy Clerk-Treasurer

RE: 2023 Budgeted Appropriations

For your review and feedback, please see the attached Form 1 schedules. These are similar to the documents that will be submitted to the Department of Local Government Finance through the Gateway Portal. These have been modified to include the 2020 and 2021 actual expenditures, 2022 budgeted amounts in addition to the Mayor's proposed 2023 budget. The entire proposed budget is the result of hours of conversations, strategy sessions, and planning with the Mayor and all department heads. We appreciate your review and approval before submitting the budget to the Indiana Department of Local Government and Finance. The schedules are listed as follows:

<u>Page</u>	<u>Fund/Department</u>
1	General/Common Council
2	General/Mayor
3	General/Clerk-Treasurer
4	General/Legal
5	General/Court
6 - 8	General/Board Of Works
9 - 10	General/Cemetery
11	General/Community Relations Committee
12 - 13	General/Engineering
14	General/Planning And Zoning
15 - 16	General/Central Garage
17 - 19	General/Police
20 - 21	General/Fire
22 - 23	General/Environmental Resilience

(Continued next page)

(Continued from prior page)

<u>Page</u>	<u>Fund/Department</u>
24	Debt Service
25	Fire Pension
26	Police Pension
27	Local Road And Streets
28 - 29	Motor Vehicle Highway
30	Motor Vehicle Highway Restricted
31	Cumulative Capital Improvement Fire
32	Township Fire Support
33 - 36	Park And Recreation
37 - 38	Aviation
39	Cumulative Capital Improvement
40	Cumulative Capital Development
41	Cumulative Capital Improvement/Storm Sewer
42	Economic Development Income Tax
43	Probation
44	Economic Improvement District
45	Public Safety Local Option Income Tax
46	Court Fees
47	Unsafe Building
48	Residential Lease Fees
49	Law Enforcement Continuing Education (#2)
50	Redevelopment Non-Reverting
51 - 52	Storm Water Management
53	TIF Bond And Interest
54	Southeast Goshen TIF
55	TIF Lippert/Dierdorff
56	Construction Riverrace/Us33 TIF
57	TIF Plymouth Avenue
58	American Rescue Plan Grant

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/COMMON COUNCIL

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-02-411.0140	COUNCIL/PART TIME	64,545	106,788	110,000	113,900
PERSONAL SERVICES	Salaries and Wages	101-510-02-411.0153	COUNCIL/SPECIALTY PAY	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	101-510-02-411.0159	COUNCIL/TECHNOLOGY STIPEND	862	1,969	3,500	3,500
PERSONAL SERVICES	Employee Benefits	101-510-02-413.0100	COUNCIL/SOCIAL SECURITY	4,090	6,743	7,050	7,280
PERSONAL SERVICES	Employee Benefits	101-510-02-413.0200	COUNCIL/MEDICARE	957	1,577	1,650	1,710
SUPPLIES	Office Supplies	101-510-02-421.0200	COUNCIL/STATIONERY/PRINTING	-	25	1,000	1,000
SUPPLIES	Office Supplies	101-510-02-421.0501	COUNCIL/RETREAT	119	338	1,000	1,000
SERVICES & CHARGES	Communication and Transportation	101-510-02-432.0301	COUNCIL/TRAVEL EXPENSES	756	1,657	3,500	3,500
SERVICES & CHARGES	Printing and Advertising	101-510-02-433.0101	COUNCIL/PULICATION-PRINT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-02-439.0100	COUNCIL/GOODWIN SCHOLARSH	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-02-439.0700	COUNCIL/ELECTION EXPENSE	-	-	-	90,000
GENERAL/COMMON COUNCIL TOTAL				\$71,329	\$119,097	\$127,700	\$221,890

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/MAYOR

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-03-411.0130	MAYOR/FULLTIME PERSONNEL	139,123	238,949	367,300	328,000
PERSONAL SERVICES	Salaries and Wages	101-510-03-411.0151	MAYOR/INCREMENT	1,420	1,900	2,300	2,400
PERSONAL SERVICES	Salaries and Wages	101-510-03-411.0152	MAYOR/LONGEVITY	1,200	-	-	-
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0100	MAYOR/SOCIAL SECURITY	10,417	14,131	23,430	20,620
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0200	MAYOR/MEDICARE	2,436	3,305	5,500	4,825
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0300	MAYOR/RETIREMENT	26,493	31,129	53,750	4,725
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0501	MAYOR/INSURANCE	36,615	54,029	94,405	78,860
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0700	MAYOR/CELL PHONE	1,300	1,610	2,400	1,800
PERSONAL SERVICES	Employee Benefits	101-510-03-413.0701	MAYOR/CLOTHING/BOOT/FITNES	400	250	700	400
SUPPLIES	Office Supplies	101-510-03-421.0200	MAYOR/STATIONERY AND PRINT	-	10	500	500
SUPPLIES	Office Supplies	101-510-03-421.0500	MAYOR/OTHER OFFICE EXPENSE	1,286	997	3,000	3,000
SERVICES & CHARGES	Communication and Transportation	101-510-03-432.0201	MAYOR/POSTAGE	14	-	400	400
SERVICES & CHARGES	Communication and Transportation	101-510-03-432.0301	MAYOR/TRAVEL EXPENSES	3,683	2,782	5,500	5,500
SERVICES & CHARGES	Printing and Advertising	101-510-03-433.0501	MAYOR/OTHER PRINT & ADVERT	135	132	200	200
SERVICES & CHARGES	Other Services and Charges	101-510-03-439.0301	MAYOR/SUBSCRIPTION DUES	711	1,029	1,000	1,000
GENERAL/MAYOR TOTAL				\$225,233	\$350,253	\$560,385	\$452,230

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/CLERK-TREASURER

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-04-411.0130	C-T/FULL TIME PERSONNEL	249,860	354,644	390,500	400,000
PERSONAL SERVICES	Salaries and Wages	101-510-04-411.0140	C-T/PART-TIME PERSONNEL	18,037	19,875	24,000	37,000
PERSONAL SERVICES	Salaries and Wages	101-510-04-411.0151	C-T/INCREMENT	1,083	1,592	2,000	2,000
PERSONAL SERVICES	Salaries and Wages	101-510-04-411.0160	C-T/OVERTIME	-	10,085	15,000	15,000
PERSONAL SERVICES	Employee Benefits	101-510-04-413.0100	C-T SOCIAL SECURITY	15,480	21,899	27,000	28,200
PERSONAL SERVICES	Employee Benefits	101-510-04-413.0200	C-T/MEDICARE	3,620	5,122	6,400	6,600
PERSONAL SERVICES	Employee Benefits	101-510-04-413.0300	C-T/RETIREMENT	37,614	51,861	58,000	59,300
PERSONAL SERVICES	Employee Benefits	101-510-04-413.0501	C-T/INSURANCE	85,158	122,122	140,000	138,005
PERSONAL SERVICES	Salaries and Wages	101-510-04-413.0700	C-T/CELL PHONE	-	-	1,200	1,200
PERSONAL SERVICES	Employee Benefits	101-510-04-413.0701	C-T/CLOTHING/BOOT/FITNESS	643	750	800	750
SUPPLIES	Office Supplies	101-510-04-421.0501	C-T/OTHER OFFICE SUPPLIES	12,944	6,469	12,000	13,000
SUPPLIES	Repair and Maintenance Supplies	101-510-04-423.0300	C-T/REPAIRS TO EQUIPMENT	499	-	-	-
SERVICES & CHARGES	Professional Services	101-510-04-431.0000	C-T/PROFESSIONAL SERVICES	1,484	5,410	3,000	1,000
SERVICES & CHARGES	Professional Services	101-510-04-431.0502	C-T/CONTRACTUAL SERVICES	-	-	-	-
SERVICES & CHARGES	Communication and Transportation	101-510-04-432.0201	C-T/POSTAGE	1,115	2,911	2,000	3,500
SERVICES & CHARGES	Communication and Transportation	101-510-04-432.0301	C-T/TRAVEL EXPENSES	1,413	2,347	6,000	4,500
SERVICES & CHARGES	Other Services and Charges	101-510-04-439.0301	C-T/SUBSCRIPTION & DUES	1,048	2,797	2,000	2,000
SERVICES & CHARGES	Other Services and Charges	101-510-04-439.0906	C-T/OTHER SERVICE CHARGE	(245)	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-04-439.0910	C-T/INSTRUCTION	1,669	3,181	4,500	6,000
SERVICES & CHARGES	Other Services and Charges	101-510-04-499.0001	C-T/UNAPPROPRIATED	-	-	-	-
GENERAL/CLERK-TREASURER TOTAL				\$431,422	\$611,065	\$694,400	\$718,055

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/LEGAL

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-05-411.0130	LEGAL/FULLTIME PERSONNEL	247,880	365,473	546,300	569,340
PERSONAL SERVICES	Salaries and Wages	101-510-05-411.0140	LEGAL/PART-TIME PERSONNEL	10,167	17,381	-	-
PERSONAL SERVICES	Salaries and Wages	101-510-05-411.0151	LEGAL/INCREMENT	3,669	3,076	3,650	4,150
PERSONAL SERVICES	Employee Benefits	101-510-05-413.0100	LEGAL/SOCIAL SECURITY	15,295	22,096	25,700	35,600
PERSONAL SERVICES	Employee Benefits	101-510-05-413.0200	LEGAL/MEDICARE	3,577	5,168	6,000	8,326
PERSONAL SERVICES	Employee Benefits	101-510-05-413.0300	LEGAL/RETIREMENT	36,566	51,086	62,000	80,317
PERSONAL SERVICES	Employee Benefits	101-510-05-413.0501	LEGAL/INSURANCE	71,449	104,140	132,165	161,511
PERSONAL SERVICES	Employee Benefits	101-510-05-413.0701	LEGAL/CLOTHING/BOOT/FITNESS	448	450	650	700
SUPPLIES	Office Supplies	101-510-05-421.0501	LEGAL/OTHER OFFICE EXPENSE	1,564	3,920	5,000	5,000
SUPPLIES	Other Supplies	101-510-05-429.0503	LEGAL/OTHER SUPPLIES	-	-	-	-
SERVICES & CHARGES	Professional Services	101-510-05-431.0000	LEGAL/PROFESSIONAL SERVICES	62,715	70,272	71,678	-
SERVICES & CHARGES	Professional Services	101-510-05-431.0502	LEGAL/LOOSELEAF SERVICES	-	-	-	-
SERVICES & CHARGES	Communication and Transportation	101-510-05-432.0201	LEGAL/POSTAGE	654	539	3,000	3,000
SERVICES & CHARGES	Communication and Transportation	101-510-05-432.0301	LEGAL/TRAVEL EXPENSES	55	-	1,150	1,300
SERVICES & CHARGES	Printing and Advertising	101-510-05-433.0501	LEGAL/OTHER PRINTING & ADV	13,682	8,084	21,000	21,000
SERVICES & CHARGES	Other Services and Charges	101-510-05-439.0800	LEGAL/SUBSCRIPTIONS & DUES	580	534	1,125	1,860
SERVICES & CHARGES	Other Services and Charges	101-510-05-439.0901	LEGAL/OTHER SERVICES AND C	9,327	5,312	7,820	8,950
SERVICES & CHARGES	Other Services and Charges	101-510-05-439.0910	LEGAL/INSTRUCTION	253	219	750	1,225
GENERAL/LEGAL TOTAL				\$477,881	\$657,750	\$887,988	\$902,279

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/COURT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-06-411.0130	COURT/FULL-TIME PERSONNEL	223,359	229,772	245,300	254,000
SERVICES & CHARGES	Other Services and Charges	101-510-06-411.0140	COURT/PART-TIME PERSONNEL	168	-	-	10,500
PERSONAL SERVICES	Salaries and Wages	101-510-06-411.0151	COURT/INCREMENT	1,400	1,800	2,100	2,500
PERSONAL SERVICES	Employee Benefits	101-510-06-413.0100	COURT/SOCIAL SECURITY	13,112	13,302	15,400	16,400
PERSONAL SERVICES	Employee Benefits	101-510-06-413.0200	COURT/MEDICARE	3,066	3,111	3,600	3,850
PERSONAL SERVICES	Employee Benefits	101-510-06-413.0300	COURT/RETIREMENT	26,674	25,473	35,300	36,100
PERSONAL SERVICES	Employee Benefits	101-510-06-413.0501	COURT/INSURANCE	71,614	71,928	94,410	79,000
PERSONAL SERVICES	Employee Benefits	101-510-06-413.0701	COURT/CLOTHING/BOOT/FITNESS	100	-	500	500
SERVICES & CHARGES	Professional Services	101-510-06-431.0500	COURT/OTHER PROFESSIONAL F	16,128	23,361	35,000	25,000
SERVICES & CHARGES	Communication and Transportation	101-510-06-432.0300	COURT/TRAVEL EXPENSE	513	-	2,000	2,000
SERVICES & CHARGES	Other Services and Charges	101-510-06-439.0300	COURT/SUBSCRIPTIONS & DUES	-	-	-	-
GENERAL/COURT TOTAL				\$356,134	\$368,747	\$433,610	\$429,850

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/BOARD OF WORKS

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-07-411.0130	BD WORKS/FULLTIME PERSONNEL	29,802	56,428	293,000	44,330
PERSONAL SERVICES	Salaries and Wages	101-510-07-411.0140	BD WORKS/PARTTIME PERSONNEL	19,191	18,903	41,000	42,180
PERSONAL SERVICES	Salaries and Wages	101-510-07-411.0151	BD WORKS/INCREMENT PAY	651	860	1,000	1,100
PERSONAL SERVICES	Salaries and Wages	101-510-07-411.0160	BD WORKS/EMERGENCY BONUS	254,358	-	-	-
PERSONAL SERVICES	Salaries and Wages	101-510-07-411.2000	BD WORKS/COMP TIME BUYOUT	26,267	7,868	40,000	25,000
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0100	BD WORKS/SOCIAL SECURITY	2,904	4,426	5,300	5,440
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0200	BD WORKS/MEDICARE TAX	679	1,035	1,240	1,275
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0300	BD WORKS/RETIREMENT	3,772	5,909	6,200	6,125
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0400	BD WORKS/UNEMPLOYMENT	-	-	2,000	-
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0501	BD WORKS/HEALTH INSURANCE	10,382	17,982	18,885	19,715
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0701	BD WORKS/CLOTHING/BOOT/FIT	50	-	150	150
PERSONAL SERVICES	Employee Benefits	101-510-07-413.0900	BD WORKS/POLICE & FIRE PENS	-	-	-	-
PERSONAL SERVICES	Employee Benefits	101-510-07-413.1101	BD WORKS/LONGEVITY	-	-	-	-
SUPPLIES	Office Supplies	101-510-07-421.0101	BD WORKS/LEGAL NOTICES PUB	1,964	2,041	3,000	3,000
SUPPLIES	Office Supplies	101-510-07-421.0500	BD WORKS/OTHER OFFICE EXP	7,585	4,676	35,000	25,000
SUPPLIES	Office Supplies	101-510-07-421.0501	BD WORKS/COPIER SUPPLIES	1,765	2,621	2,000	2,000
SUPPLIES	Repair and Maintenance Supplies	101-510-07-423.0110	BD WORKS/BLDG MATERIAL	5	36	6,000	6,000
SUPPLIES	Other Supplies	101-510-07-429.0001	BD WORKS/OTHER OPERATING	10,852	13,368	15,000	15,000
SUPPLIES	Other Supplies	101-510-07-429.0002	BD WORKS/ELECTICAL SUPPLIES	12,000	23,471	21,000	25,000
SERVICES & CHARGES	Professional Services	101-510-07-431.0501	BD WORKS/SERVICES CONTRACT	292,137	344,668	400,000	290,000
SERVICES & CHARGES	Professional Services	101-510-07-431.0502	BD WORKS/MAINT CONTRACTS	1,155	9,514	14,000	14,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/BOARD OF WORKS (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	101-510-07-431.0503	BD WORKS/MEDICAL EXPENSES	-	100	-	-
SERVICES & CHARGES	Professional Services	101-510-07-431.0504	BD WORKS/MOSQUITO CONTROL	20,779	26,967	25,000	25,000
SERVICES & CHARGES	Professional Services	101-510-07-431.0505	BD WORKS/PROFESSIONAL SERV	107,639	46,097	200,000	200,000
SERVICES & CHARGES	Professional Services	101-510-07-431.0506	BD WORKS/MAYOR'S ART COUNC	1,715	8,000	30,000	20,000
SERVICES & CHARGES	Professional Services	101-510-07-431.0507	BD WORKS/ERP MAINTENANCE UPGRADE	-	-	-	210,000
SERVICES & CHARGES	Communication and Transportation	101-510-07-432.0201	BD WORKS/POSTAGE	127	219	1,000	500
SERVICES & CHARGES	Communication and Transportation	101-510-07-432.0301	BD WORKS/ TRAVEL EXPENSES	1,864	-	12,000	12,000
SERVICES & CHARGES	Communication and Transportation	101-510-07-432.0401	BD WORKS/TELEPHONE	42,609	42,011	45,000	45,000
SERVICES & CHARGES	Communication and Transportation	101-510-07-432.0501	BD WORKS/OTHER COMM-TRANSP	56,833	67,167	75,000	70,000
SERVICES & CHARGES	Printing and Advertising	101-510-07-433.0101	BD WORKS/PRINT-ADV	78	1,098	2,000	2,000
SERVICES & CHARGES	Insurance	101-510-07-434.0501	BD WORKS/OTHER INSURANCE	594,827	709,575	700,000	700,000
SERVICES & CHARGES	Utility Services	101-510-07-435.0101	BD WORKS/ELECTRICITY	430,490	382,357	490,000	400,000
SERVICES & CHARGES	Utility Services	101-510-07-435.0201	BD WORKS/GAS	21,792	26,245	50,000	75,000
SERVICES & CHARGES	Utility Services	101-510-07-435.0401	BD WORKS/ WATER	20,822	22,426	22,000	24,000
SERVICES & CHARGES	Utility Services	101-510-07-435.0501	BD WORKS/STORMWATER FEES	19,916	5,995	20,000	10,000
SERVICES & CHARGES	Repairs and Maintenance	101-510-07-436.0101	BD WORKS/EQUIPMENT REPAIRS	-	-	23,000	20,000
SERVICES & CHARGES	Repairs and Maintenance	101-510-07-436.0102	BD WORKS/ELECTRICAL MAINT	60,000	21,011	35,000	40,000
SERVICES & CHARGES	Rentals	101-510-07-437.0300	BD WORKS/LEASE RENTAL FEES	8,460	3,990	20,000	20,000
SERVICES & CHARGES	Rentals	101-510-07-437.0501	BD WORKS/CATCH BASIN RENTAL	48,510	49,311	50,000	51,000
SERVICES & CHARGES	Rentals	101-510-07-437.0502	BD WORKS/RENTAL UNIFORMS	-	-	-	-
DEBT SERVICE	Payments on Bonds and Other Debt Principal	101-510-07-438.0100	BD WORKS/PRINCIPAL PAID	-	-	-	-

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/BOARD OF WORKS (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
DEBT SERVICE	Payments on Bonds and Other Debt Interest	101-510-07-438.0200	BD WORKS/INTEREST PAID	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0301	BD WORKS/SUBSCRIPTIONS & DU	17,813	11,965	20,000	20,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0400	BD WORKS/OFFICIAL BONDS	8,400	2,965	7,000	7,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0501	BD WORKS/MEMORIAL DAY EXP	953	1,000	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0901	BD WORKS/APP-RECORDER FEES	746	330	2,000	2,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0902	BD WORKS/BANK CHARGES	56,562	64,420	80,000	80,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0903	BD WORKS/BANK CHARGES	-	3,385	-	5,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0910	BD WORKS/EDUCATION & PROMO	14,278	4,512	16,000	15,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0911	BD WORKS/EMERGENCY SUPP SVCS	228,600	56,194	500,000	-
SERVICES & CHARGES	Other Services and Charges	101-510-07-439.0930	BD WORKS/TRASH COLLECTION	1,468,285	1,438,223	2,100,000	2,300,000
SERVICES & CHARGES	Other Services and Charges	101-510-07-452.0000	TRANSFERS-HEALTH INSURANCE	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-07-459.0000	BD WORKS/BEXBACH BUDGET	-	-	3,000	-
CAPITAL OUTLAYS	Land	101-510-07-441.0001	BD WORKS/PROPERTY ACQUISITION	-	-	250,000	100,000
CAPITAL OUTLAYS	Infrastructure	101-510-07-442.0001	BD WORKS/CAPITAL PROJECTS	7,408	1,001,486	1,400,000	650,000
CAPITAL OUTLAYS	Improvements Other Than Building	101-510-07-444.0500	BD WORKS?LANDSCAPING	-	3,992	15,000	15,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-510-07-445.0201	BD WORKS/ OTHER EQUIPMENT	5,423	38,632	400,000	400,000
GENERAL/BOARD OF WORKS TOTAL				\$3,920,448	\$4,553,479	\$7,498,775	\$6,044,815

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/CEMETERY

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-09-411.0130	CEMETERY/FULLTIME PERSON	92,301	105,178	114,000	117,795
PERSONAL SERVICES	Salaries and Wages	101-510-09-411.0140	CEMETERY/PARTTIME PERSON	54,295	53,335	79,500	82,000
PERSONAL SERVICES	Salaries and Wages	101-510-09-411.0151	CEMETERY/INCREMENT	2,115	1,600	1,800	2,000
PERSONAL SERVICES	Salaries and Wages	101-510-09-411.0160	CEMETERY/OVERTIME	-	-	3,000	3,200
PERSONAL SERVICES	Employee Benefits	101-510-09-413.0100	CEMETERY/SOCIAL SECURITY	8,826	9,422	12,300	12,725
PERSONAL SERVICES	Employee Benefits	101-510-09-413.0200	CEMETERY/MEDICARE	2,064	2,203	2,900	2,980
PERSONAL SERVICES	Employee Benefits	101-510-09-413.0300	CEMETERY/RETIREMENT	14,053	15,151	16,900	17,495
PERSONAL SERVICES	Employee Benefits	101-510-09-413.0501	CEMETERY/INSURANCE	33,605	34,729	37,762	39,430
PERSONAL SERVICES	Employee Benefits	101-510-09-413.0701	CEMETERY/CLOTHING/BOOT/FIT	138	89	200	200
SUPPLIES	Office Supplies	101-510-09-421.0501	CEMETERY/OTHER OFFICE SUPPL	22	246	250	250
SUPPLIES	Operating Supplies	101-510-09-422.0210	CEMETERY/GAS, DIESEL, PROP	7,044	10,233	12,000	16,500
SUPPLIES	Repair and Maintenance Supplies	101-510-09-423.0110	CEMETERY/BLDG MATERIAL &	586	1,590	1,400	1,400
SUPPLIES	Repair and Maintenance Supplies	101-510-09-423.0125	CEMETERY/REPAIRS BLDG/ST	1,362	1,398	1,700	2,700
SUPPLIES	Repair and Maintenance Supplies	101-510-09-423.0201	CEMETERY/REPAIR PARTS	797	352	900	900
SUPPLIES	Other Supplies	101-510-09-429.0001	CEMETERY/OTHER OPERATING	4,523	4,228	4,600	4,500
SUPPLIES	Other Supplies	101-510-09-429.0002	CEMETERY/OTHER SUPPLIES	-	-	-	-
SERVICES & CHARGES	Professional Services	101-510-09-431.0501	CEMETERY/TREE TRIM & REMOV	6,599	5,310	6,000	6,000
SERVICES & CHARGES	Professional Services	101-510-09-431.0502	CEMETERY/FOR TREE PURCHASE	-	90	200	200
SERVICES & CHARGES	Professional Services	101-510-09-431.0505	CEMETERY/PROF SVCS	-	-	-	-

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/CEMETERY (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Repairs and Maintenance	101-510-09-436.0201	CEMETERY/EQUIPMENT REPAIR	1,075	697	750	800
SERVICES & CHARGES	Repairs and Maintenance	101-510-09-436.0301	STREET,ALLEY&SEWER	1,281	264	500	550
SERVICES & CHARGES	Professional Services	101-510-09-436.0503	CEMETERY/REPAIR BLDG-STRUCT	2,124	10,422	1,100	1,200
SERVICES & CHARGES	Repairs and Maintenance	101-510-09-436.0505	CEMETERY/ROCKRUN MOVES	-	1,055	3,800	3,800
SERVICES & CHARGES	Rentals	101-510-09-437.0500	CEMETERY/OTHER RENTALS	-	-	-	-
SERVICES & CHARGES	Rentals	101-510-09-437.0501	CEMETERY/LOT RE-PURCHASE	-	-	-	-
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-510-09-445.0501	CEMETERY/MACHINERY&TOOLS	31,939	18,079	30,000	40,000
SERVICES & CHARGES	Other Services and Charges	101-510-09-499.0001	CEMETERY/NON-APPROPRIATED	-	-	-	-
GENERAL/CEMETERY TOTAL				\$264,749	\$275,671	\$331,562	\$356,625

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/COMMUNITY RELATIONS COMMITTEE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-01-411.0130	CRC/Full-Time Personnel	-	-	-	53,040
PERSONAL SERVICES	Salaries and Wages	101-510-01-411.0140	CRC/Part-Time Personnel	-	19,422	-	-
PERSONAL SERVICES	Salaries and Wages	101-510-01-411.0151	CRC/Increment	-	-	-	200
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0100	CRC/Social Security	-	1,188	-	3,350
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0200	CRC/Medicare	-	278	-	785
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0300	CRC/Retirement	-	-	-	7,660
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0501	CRC/Insurance	-	-	-	19,720
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0700	CRC/Cell Phone	-	276	-	600
PERSONAL SERVICES	Employee Benefits	101-510-01-413.0701	CRC/Clothing/Boot/Fitness	-	-	-	100
SUPPLIES	Office Supplies	101-510-01-421.0501	CRC/OTHER OFFICE EXPENSES	-	-	200	200
SERVICES & CHARGES	Professional Services	101-510-01-431.0501	CRC/PROFESSIONAL SERVICES	-	-	3,000	1,500
SERVICES & CHARGES	Professional Services	101-510-01-431.0502	CRC/CONTRACTUAL SERVICES	1,500	-	6,000	3,000
SERVICES & CHARGES	Communication and Transportation	101-510-01-432.0301	CRC/TRAVEL EXPENSES	-	-	1,000	1,000
SERVICES & CHARGES	Printing and Advertising	101-510-01-433.0501	CRC/OTHER PRINTING & ADVERT	-	25	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-510-01-439.0501	CRC/DIVERSITY DAY EXPENSES	-	-	4,000	3,000
SERVICES & CHARGES	Other Services and Charges	101-510-01-439.0910	CRC/EDUCATION & PROMOTION	-	518	8,000	4,000
GENERAL/COMMUNITY RELATIONS COMMITTEE TOTAL				\$1,500	\$21,707	\$23,200	\$99,155

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/ENGINEERING

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-10-411.0130	ENGINEER/FULLTIME PERSONELL	295,562	574,401	714,000	725,000
PERSONAL SERVICES	Salaries and Wages	101-510-10-411.0140	ENGINEER/PARTTIME PERSONELL	24,954	25,643	34,200	42,000
PERSONAL SERVICES	Salaries and Wages	101-510-10-411.0151	ENGINEER/INCREMENT	3,490	6,272	7,000	8,000
PERSONAL SERVICES	Salaries and Wages	101-510-10-411.0160	ENGINEER/OVERTIME	52	832	10,200	10,000
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0100	ENGINEER/SOCIAL SECURITY	18,459	35,145	47,300	48,000
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0200	ENGINEER/MEDICARE	4,317	8,219	11,100	11,400
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0300	ENGINEER/RETIREMENT	50,159	83,042	103,000	105,000
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0501	ENGINEER/INSURANCE	82,445	161,837	208,000	217,000
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0700	ENGINEER/CELL PHONE	3,613	4,539	8,000	7,000
PERSONAL SERVICES	Employee Benefits	101-510-10-413.0701	ENGINEER/CLOTHING/BOOT/FIT	736	450	1,150	1,150
SUPPLIES	Office Supplies	101-510-10-421.0201	ENGINEER/STATIONERY & PRINT	909	1,000	1,000	1,000
SUPPLIES	Office Supplies	101-510-10-421.0501	ENGINEER/OTHER OFFICE EXPEN	5,198	561	6,000	6,000
SUPPLIES	Operating Supplies	101-510-10-422.0210	ENGINEER/GAS, DIESEL, PROPAN	897	1,371	2,000	2,500
SUPPLIES	Repair and Maintenance Supplies	101-510-10-423.0201	ENGINEER/REPAIR PARTS	-	-	-	-
SUPPLIES	Other Supplies	101-510-10-429.0001	ENGINEER/OTHER SUPPLIES	5,483	831	4,000	4,000
SERVICES & CHARGES	Professional Services	101-510-10-431.0200	ENGINEER/SAL REIMB	-	-	-	-
SERVICES & CHARGES	Professional Services	101-510-10-431.0201	ENGINEER/PROFESSIONAL SVCS	437	-	2,000	2,000
SERVICES & CHARGES	Communication and Transportation	101-510-10-432.0201	ENGINEER/POSTAGE	590	766	1,200	1,200
SERVICES & CHARGES	Communication and Transportation	101-510-10-432.0301	ENGINEER/TRAVEL EXPENSES	397	650	3,000	3,000
SERVICES & CHARGES	Printing and Advertising	101-510-10-433.0101	ENGINEER/OTHER PRINTING	-	400	400	400
SERVICES & CHARGES	Repairs and Maintenance	101-510-10-436.0201	ENGINEER/EQUIPMENT REPAIRS	1,320	-	3,000	3,000
SERVICES & CHARGES	Other Services and Charges	101-510-10-439.0301	ENGINEER/SUBSCRIPT & DUES	411	411	1,000	1,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-510-10-445.0001	Engineering/Other Equipment	3,397	1,949	1,500	-
GENERAL/ENGINEERING TOTAL				\$502,826	\$908,319	\$1,169,050	\$1,198,650

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/BUILDING

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-15-411.0130	BLDG DEPT/FULLTIME PERSONEL	222,747	236,266	262,000	269,987
PERSONAL SERVICES	Salaries and Wages	101-510-15-411.0140	BLDG DEPT/PARTTIME PERSONEL	516	1,065	13,000	20,000
PERSONAL SERVICES	Salaries and Wages	101-510-15-411.0151	BLDG DEPT/INCREMENT	1,760	1,800	2,120	2,500
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0100	BLDG DEPT/SOCIAL SECURITY	12,980	14,060	16,250	16,500
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0201	BLDG DEPT/MEDICARE	3,036	3,288	3,800	3,900
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0300	BLDG DEPT/RETIREMENT	34,636	40,129	35,000	36,000
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0501	BLDG DEPT/INSURANCE	59,369	78,364	81,190	81,190
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0700	BLDG DEPT/CELL PHONE	1,800	1,800	1,950	1,950
PERSONAL SERVICES	Employee Benefits	101-510-15-413.0701	BLDG DEPT/CLOTHING/BOOT/FIT	400	185	430	400
SUPPLIES	Office Supplies	101-510-15-421.0201	BLDG DEPT/STATIONERY-PRINT	125	-	400	-
SUPPLIES	Office Supplies	101-510-15-421.0501	BLDG DEPT/FORMS	-	-	-	-
SUPPLIES	Office Supplies	101-510-15-421.0502	BLDG DEPT/OTHER OFFIC EXPEN	3,494	2,008	5,000	4,000
SUPPLIES	Operating Supplies	101-510-15-422.0210	BLDG DEPT/GAS, DIESEL, PROP	3,858	3,415	7,000	8,000
SERVICES & CHARGES	Professional Services	101-510-15-431.0301	BLDG DEPT/PROFESSIONAL SVC	-	-	2,500	15,500
SERVICES & CHARGES	Communication and Transportation	101-510-15-432.0201	BLDG DEPT/POSTAGE	1,747	2,004	3,500	5,000
SERVICES & CHARGES	Communication and Transportation	101-510-15-432.0301	BLDG DEPT/TRAVEL EXPENSES	176	874	3,000	3,000
SERVICES & CHARGES	Repairs and Maintenance	101-510-15-436.0201	BLD DEPT/EQUIPMENT REPAIR	-	235	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-510-15-439.0301	BLDG DEPT/SUBSCRIPTION-DUES	395	450	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-510-15-439.0910	BLDG DEPT/INSTRUCTION	2,248	539	4,500	4,500
SERVICES & CHARGES	Other Services and Charges	101-510-15-499.0001	BLDG DEPT/NON APPROPRIATED	-	-	-	-
GENERAL/ENGINEERING TOTAL				\$349,287	\$386,482	\$443,640	\$474,427

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/PLANNING AND ZONING

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-16-411.0130	PLANNING/FULL TIME PERSON	202,379	243,074	241,500	249,000
PERSONAL SERVICES	Salaries and Wages	101-510-16-411.0140	PLANNING/ PART TIME PERSON	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	101-510-16-411.0151	PLANNING/INCREMENT	3,475	3,800	3,900	4,000
PERSONAL SERVICES	Salaries and Wages	101-510-16-411.0160	PLANNING/OVERTIME	14,712	3,717	7,900	8,400
PERSONAL SERVICES	Employee Benefits	101-510-16-413.0100	PLANNING/SOCIAL SECURITY	12,333	13,812	15,700	16,250
PERSONAL SERVICES	Employee Benefits	101-510-16-413.0200	PLANNING/MEDICARE	2,884	3,230	3,700	3,800
PERSONAL SERVICES	Employee Benefits	101-510-16-413.0300	PLANNING/RETIREMENT	31,186	35,545	35,800	37,000
PERSONAL SERVICES	Employee Benefits	101-510-16-413.0501	PLANNING/INSURANCE	59,919	76,423	75,550	78,860
PERSONAL SERVICES	Employee Benefits	101-510-16-413.0701	PLANNING/CLOTHING/BOOT/FIT	70	282	400	400
SUPPLIES	Office Supplies	101-510-16-421.0201	PLANNING/STATIONERY & PRINT	-	-	-	-
SUPPLIES	Office Supplies	101-510-16-421.0501	PLANNING/OTHER OFFICE EXP	4,446	1,389	1,750	2,000
SUPPLIES	Other Supplies	101-510-16-429.0000	PLANNING/PHOTO SUPPLIES	-	-	-	-
SERVICES & CHARGES	Professional Services	101-510-16-431.0101	PLANNING/LEGAL NOTICES PUB	1,153	964	1,250	1,500
SERVICES & CHARGES	Professional Services	101-510-16-431.0201	PLANNING/PROFESSIONAL SVCS	-	-	-	-
SERVICES & CHARGES	Communication and Transportation	101-510-16-432.0201	PLANNING/POSTAGE	1,682	1,691	1,750	1,750
SERVICES & CHARGES	Communication and Transportation	101-510-16-432.0301	PLANNING/TRAVEL EXPENSES	233	24	5,500	5,500
SERVICES & CHARGES	Other Services and Charges	101-510-16-439.0301	PLANNING/PROFESSIONAL LIBR	-	-	500	500
SERVICES & CHARGES	Other Services and Charges	101-510-16-439.0302	PLANNING/SUBSCRIPTION-DUES	2,551	1,194	3,500	2,500
SERVICES & CHARGES	Other Services and Charges	101-510-16-439.0500	PLANNING/COMPREHENSIVE	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-16-439.0910	PLANNING/EDUCATION	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-510-16-499.0001	PLANNING/NON-APPROPRIATED	-	-	-	-
GENERAL/PLANNING AND ZONING TOTAL				\$337,023	\$385,145	\$398,700	\$411,460

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/CENTRAL GARAGE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-510-18-411.0130	CENTRAL GARAGE/FULL TIME PE	431,524	454,722	533,700	590,000
PERSONAL SERVICES	Salaries and Wages	101-510-18-411.0140	CENTRAL GARAGE/PART TIME PE	-	-	83,500	-
PERSONAL SERVICES	Salaries and Wages	101-510-18-411.0151	CENTRAL GARAGE/INCREMENT	3,330	5,000	5,400	4,700
PERSONAL SERVICES	Salaries and Wages	101-510-18-411.0152	CENTRAL GARAGE /CERTIFICATION	-	4,700	7,200	6,900
PERSONAL SERVICES	Salaries and Wages	101-510-18-411.0160	CENTRAL GARAGE/OVERTIME	5,709	8,529	17,700	20,000
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0100	CENTRAL GARAGE/SOCIAL SEC	26,034	27,211	35,000	39,000
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0200	CENTRAL GARAGE/MEDICARE	6,088	6,364	8,200	9,100
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0300	CENTRAL GARAGE/RETIREMENT	67,534	66,890	80,900	89,000
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0501	CENTRAL GARAGE/INSURANCE	126,313	164,334	175,000	180,000
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0700	CENTRAL GARAGE/CELL PHONE	1,200	1,200	1,200	1,200
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0701	CENTRAL GARAGE/CLOTH/BOOT/	4,950	3,095	5,000	4,000
PERSONAL SERVICES	Employee Benefits	101-510-18-413.0702	CENTRAL GARAGE/CLOTHING	-	-	-	-
SUPPLIES	Office Supplies	101-510-18-421.0500	CENTRAL GARAGE/OTHER OFFICE	1,193	2,190	4,200	4,200
SUPPLIES	Office Supplies	101-510-18-421.0502	CENTRAL GARAGE/POSTAGE	178	252	400	400
SUPPLIES	Operating Supplies	101-510-18-422.0210	CENTRAL GARAGE/GAS, DIESEL	1,399	1,213	4,000	5,000
SUPPLIES	Operating Supplies	101-510-18-422.0212	CENTRAL GARAGE/LUBRICANTS	30,302	37,756	40,000	50,000
SUPPLIES	Operating Supplies	101-510-18-422.0213	CENTRAL GARAGE/OTHER OPERA	-	-	-	-
SUPPLIES	Operating Supplies	101-510-18-422.0251	CENTRAL GARAGE/GARAGE & MO	238,903	309,504	350,746	360,000
SUPPLIES	Operating Supplies	101-510-18-422.0351	CENTRAL GARAGE/SMALL TOOLS	4,214	7,584	10,000	10,000
SUPPLIES	Repair and Maintenance Supplies	101-510-18-423.0110	CENTRAL GARAGE/BUILDING MA	15,505	5,252	6,000	6,000
SUPPLIES	Repair and Maintenance Supplies	101-510-18-423.0201	CENTRAL GARAGE/REPAIR PART	-	-	-	-

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/CENTRAL GARAGE (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	101-510-18-431.0501	CENTRAL GARAGE/MEDICAL EXA	1,418	884	1,000	1,000
SERVICES & CHARGES	Communication and Transportation	101-510-18-432.0501	CENTRAL GARAGE/SVCS CONTRA	9,955	11,832	15,000	15,000
SERVICES & CHARGES	Repairs and Maintenance	101-510-18-436.0202	CENTRAL GARAGE/OUTSIDE REP	34,177	30,037	35,000	35,000
SERVICES & CHARGES	Rentals	101-510-18-437.0200	CENTRAL GARAGE/RENTAL OF E	-	-	-	-
SERVICES & CHARGES	Rentals	101-510-18-437.0502	CENTRAL GARAGE/RENTAL UNIF	2,398	2,533	3,200	3,200
SERVICES & CHARGES	Other Services and Charges	101-510-18-439.0910	CENTRAL GARAGE/EDUCATION	3,318	819	3,000	3,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-510-18-445.0501	CENTRAL GARAGE/MACHINERY&TOOLS	-	5,000	9,000	-
SERVICES & CHARGES	Other Services and Charges	101-510-18-499.0001	CENTRAL GARAGE/NON-APPROP	28,340	64,621	-	-
GENERAL/CENTRAL GARAGE TOTAL				\$1,043,982	\$1,221,522	\$1,434,346	\$1,436,700

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/POLICE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0130	POLICE/FULL TIME PERSONNEL	2,854,484	3,980,382	4,467,000	4,688,550
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0140	POLICE/PART TIME PERSONNEL	64,228	65,036	65,400	67,689
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0150	POLICE/HOLIDAY PAY	174,833	183,505	205,632	220,586
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0151	POLICE/WELLNESS	12,022	11,225	14,800	15,000
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0152	POLICE/FATAL ALCOHOL CRASH	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0153	POLICE/SPECIALTY PAY	58,200	96,831	118,400	135,544
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0154	POLICE/COM ORTD POLICING	-	-	5,300	5,300
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0155	POLICE/SHIFT DIFFERENTIAL	16,391	23,505	27,530	27,530
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0156	POLICE/INCREMENT PAY	140,703	134,302	145,400	-
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0157	POLICE/DUI ENFORCE PAY	2,978	226	13,200	13,200
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0158	POLICE/OPERATION PULLOVER	1,452	2,528	10,000	10,000
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0160	POLICE/OVERTIME	256,896	340,391	350,000	365,000
PERSONAL SERVICES	Salaries and Wages	101-520-11-411.0162	POLICE/RESIDENCY BONUS	14,663	15,501	19,000	15,000
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0100	POLICE/SOCIAL SECURITY	31,462	34,528	43,800	46,860
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0200	POLICE/MEDICARE	65,740	67,942	81,800	84,932
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0300	POLICE/RETIREMENT PERF	70,827	76,244	86,800	96,080
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0501	POLICE/HEALTH INSURANCE	1,252,968	1,308,390	1,397,194	1,478,625

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/POLICE (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0700	POLICE/CELL PHONE	14,338	14,829	20,000	20,600
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0701	POLICE/CLOTHING/BOOT/FIT	100	97	350	350
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0702	POLICE/CLOTHING	62,845	95,724	109,690	111,060
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0703	POLICE/RESERVES CLOTHING A	1,000	1,000	6,000	6,000
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0704	POLICE/EARNED TIME BUY BACK	26,572	61,544	45,000	45,000
PERSONAL SERVICES	Employee Benefits	101-520-11-413.0900	POLICE/POLICE PENSION	-	-	-	-
PERSONAL SERVICES	Employee Benefits	101-520-11-413.1100	POLICE/2002 BENEFIT	-	-	20,000	20,000
PERSONAL SERVICES	Employee Benefits	101-520-11-413.1101	POLICE/LONGEVITY	34,016	32,444	36,000	182,790
SUPPLIES	Office Supplies	101-520-11-421.0201	POLICE/STATIONERY & PRINT	12,571	7,591	12,500	12,500
SUPPLIES	Office Supplies	101-520-11-421.0501	POLICE/OTHER OFFICE EXPEN	60,101	11,128	12,500	12,500
SUPPLIES	Operating Supplies	101-520-11-422.0150	POLICE/SAVED VEST	19,288	8,958	20,000	20,000
SUPPLIES	Operating Supplies	101-520-11-422.0151	POLICE/OTHER SUPPLIES	12,364	10,147	15,000	15,000
SUPPLIES	Operating Supplies	101-520-11-422.0153	POLICE/DRUG UNIT	-	3,276	6,797	6,800
SUPPLIES	Operating Supplies	101-520-11-422.0154	POLICE/OTHER EQUIPMENT	112,036	258,758	120,000	171,600
SUPPLIES	Operating Supplies	101-520-11-422.0155	POLICE/K-9 SUPPLIES, CARE	1,216	520	5,000	5,000
SUPPLIES	Operating Supplies	101-520-11-422.0211	POLICE/GAS, DIESEL, PROPANE	-	-	-	-
SUPPLIES	Operating Supplies	101-520-11-422.0251	POLICE/OTHER GARAGE & MOT	-	-	-	-
SUPPLIES	Operating Supplies	101-520-11-422.0300	POLICE/ERT SUPPLIES & TRAINING	9,615	4,109	10,000	10,000
SUPPLIES	Repair and Maintenance Supplies	101-520-11-423.0110	POLICE/REPAIRS TO BLDG	-	-	-	-

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/POLICE (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	101-520-11-431.0501	POLICE/MEDICAL EXPENSES	4,441	9,393	10,000	10,000
SERVICES & CHARGES	Professional Services	101-520-11-431.0502	POLICE/PAST EMP COURT PAY	571	526	500	500
SERVICES & CHARGES	Communication and Transportation	101-520-11-432.0201	POLICE/POSTAGE	1,296	1,699	4,000	4,000
SERVICES & CHARGES	Communication and Transportation	101-520-11-432.0301	POLICE/TRAVEL EXPENSES	17,207	19,049	30,000	30,000
SERVICES & CHARGES	Repairs and Maintenance	101-520-11-436.0201	POLICE/EQUIPMENT REPAIRS	6,023	14,876	20,000	20,000
SERVICES & CHARGES	Repairs and Maintenance	101-520-11-436.0501	POLICE/MAINTENANCE CONTRAC	16,890	14,798	21,000	21,000
SERVICES & CHARGES	Rentals	101-520-11-437.0501	POLICE/OTHER RENTALS	7,000	7,000	10,000	10,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0100	POLICE/GOODWIN SCHOLARSHIP	-	-	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0301	POLICE/SUBSCRIPTION & DUES	1,808	1,958	3,000	3,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0911	POLICE/INSTRUCTION	50,085	94,098	45,000	45,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0912	POLICE/EDUCATION & PROMO	34,503	20,399	30,000	50,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0913	POLICE/CRIME STOPPERS	500	500	500	500
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0914	POLICE/IT SERVICES	9,478	10,000	10,000	10,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-439.0951	POLICE/OTHER SERVICE CHARGE	81,772	29,067	33,200	57,700
SUPPLIES	Other Supplies	101-520-11-459.0100	POLICE/PIT	-	25,210	24,000	24,000
SERVICES & CHARGES	Other Services and Charges	101-520-11-499.0001	POLICE/UNAPPROPRIATED	-	583	-	-
GENERAL/POLICE TOTAL				\$5,615,483	\$7,099,817	\$7,732,293	\$8,195,796

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/FIRE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0130	FIRE/FULLTIME PERSONNEL	3,674,077	3,615,846	3,895,000	4,199,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0150	FIRE/HOLIDAY PAY	74,284	73,757	20,000	20,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0151	FIRE/SICK DAY BUYBACK	8,364	16,553	19,000	19,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0152	FIRE/VACATION BUY BACK	3,035	15,860	25,000	28,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0153	FIRE/SPECIALTY-MASTER PAY	9,531	5,215	20,000	20,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0154	AMBULANCE/CERTIFICATION PA	-	140,962	160,000	170,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0155	AMBULANCE/EMS BONUS	4,746	11,572	17,500	17,500
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0156	FIRE/INCREMENT PAY	5,610	25,118	-	131,000
PERSONAL SERVICES	Salaries and Wages	101-520-12-411.0160	FIRE/OVERTIME	109,319	205,114	170,000	170,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0100	FIRE/SOCIAL SECURITY	8,403	8,524	12,700	16,500
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0110	FIRE/FLSA	91,553	76,418	99,500	108,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0200	FIRE/MEDICARE	55,270	56,969	62,800	67,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0300	FIRE/RETIREMENT PERF	21,588	21,015	28,500	36,810
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0501	FIRE/HEALTH INSURANCE	1,054,207	1,107,450	1,170,622	1,311,190
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0700	FIRE/CELL PHONE	4,499	4,296	5,000	5,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0701	FIRE/CLOTHING/BOOT/FITNESS	-	-	-	-
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0702	FIRE/ANNUAL GEAR REPLACEMEN	71,730	38,408	20,000	45,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.0703	FIRE/SAVED CLOTHING ALLOW	38,653	98,109	65,000	156,000
PERSONAL SERVICES	Employee Benefits	101-520-12-413.1101	FIRE LONGEVITY	32,460	-	32,000	32,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/FIRE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Other Supplies	101-520-12-420.0701	FIRE/CLOTHING	13,988	14,236	16,500	18,500
SUPPLIES	Office Supplies	101-520-12-421.0201	FIRE/STATIONERY & PRINT	603	681	2,500	2,500
SUPPLIES	Office Supplies	101-520-12-421.0502	FIRE/OTHER OFFICE EXPENSES	5,364	7,463	9,500	9,500
SUPPLIES	Operating Supplies	101-520-12-422.0151	FIRE/OTHER OPERATING SUPPL	68,980	80,461	80,000	80,000
SUPPLIES	Operating Supplies	101-520-12-422.0300	AMBULANCE/MEDICAL SUPPLIES	54,299	88,296	118,000	118,000
SERVICES & CHARGES	Other Services and Charges	101-520-12-430.0901	FIRE/OTHER SERVICE CHGS	122,471	119,579	125,000	125,000
SERVICES & CHARGES	Professional Services	101-520-12-431.0501	FIRE/MEDICAL EXAMS	48,021	52,249	50,000	50,000
SERVICES & CHARGES	Communication and Transportation	101-520-12-432.0201	FIRE/POSTAGE	39	468	2,000	2,000
SERVICES & CHARGES	Communication and Transportation	101-520-12-432.0301	FIRE/TRAVEL EXPENSES	4,888	8,145	19,000	19,000
SERVICES & CHARGES	Repairs and Maintenance	101-520-12-436.0201	FIRE/MAINTENANCE CONTRACTS	19,112	34,544	37,500	42,000
SERVICES & CHARGES	Repairs and Maintenance	101-520-12-436.0503	FIRE/EQUIPMENT REPAIRS	18,499	16,794	16,000	16,000
SERVICES & CHARGES	Repairs and Maintenance	101-520-12-436.0504	AMBULANCE/EQUIP REPAIRS	25,221	4,609	10,000	10,000
DEBT SERVICE	Payments on Bonds and Other Debt Principal	101-520-12-438.0100	FIRE/PROP ACQ PRINCIPAL PAY	-	-	-	-
DEBT SERVICE	Payments on Bonds and Other Debt Interest	101-520-12-438.0200	FIRE/PROP ACQ INTEREST PAY	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	101-520-12-439.0901	FIRE/SUBSCRIPTION & DUES	7,959	9,614	6,000	6,000
SERVICES & CHARGES	Other Services and Charges	101-520-12-439.0910	FIRE/INSTRUCTION	31,163	31,121	29,000	29,000
SERVICES & CHARGES	Other Services and Charges	101-520-12-439.0911	AMBULANCE/INSTRUCTION	16,116	18,783	20,000	20,000
SERVICES & CHARGES	Other Services and Charges	101-520-12-445.0200	AMBULANCE/MOTOR VEHICLES	267,000	-	-	-
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-520-12-445.0201	AMBULANCE/OTHER EQUIPMENT	55,979	34,047	50,000	50,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	101-520-12-445.0502	FIRE/OTHER EQUIPMENT	62,705	6,419	20,000	20,000
SERVICES & CHARGES	Other Services and Charges	101-520-12-460.9999	AMBULANCE/NON-APPROPRIAT	1,062	7,715	-	-
GENERAL/FIRE TOTAL				\$6,090,798	\$6,056,410	\$6,433,622	\$7,169,500

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/ENVIRONMENTAL RESILIENCE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	101-550-46-411.0130	FULL TIME PERSONNEL	150,887	208,193	231,200	275,000
PERSONAL SERVICES	Salaries and Wages	101-550-46-411.0140	PART TIME PERSONNEL	1,480	1,575	30,000	6,000
PERSONAL SERVICES	Salaries and Wages	101-550-46-411.0151	INCREMENT PAY	2,100	3,100	2,700	3,500
PERSONAL SERVICES	Salaries and Wages	101-550-46-411.0152	LONGEVITY	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	101-550-46-411.0160	OVERTIME	-	410	-	-
SUPPLIES	Office Supplies	101-550-46-413.0146	FICA MATCH	8,869	11,972	14,600	17,500
SUPPLIES	Office Supplies	101-550-46-413.0246	MEDICARE	2,074	2,800	3,725	4,300
SUPPLIES	Office Supplies	101-550-46-413.0346	RETIREMENT	14,360	16,982	32,500	40,000
PERSONAL SERVICES	Employee Benefits	101-550-46-413.0501	HEALTH INSURANCE	32,039	60,260	76,000	100,000
PERSONAL SERVICES	Employee Benefits	101-550-46-413.0700	CELL PHONE	-	550	800	800
PERSONAL SERVICES	Employee Benefits	101-550-46-413.0701	CLOTHING/BOOT/FITNESS	-	126	500	1,000
PERSONAL SERVICES	Employee Benefits	101-550-46-413.0702	CLOTHING	300	1,300	1,300	1,500
SUPPLIES	Office Supplies	101-550-46-421.0246	STATIONARY & PRINTING	225	386	4,000	4,000
SUPPLIES	Office Supplies	101-550-46-421.0501	OTHER OFFICE EXPENSES	1,136	1,200	1,500	1,700
SUPPLIES	Operating Supplies	101-550-46-422.0151	OTHER OPERATING SUPPLI	868	3,990	3,500	3,300
SUPPLIES	Operating Supplies	101-550-46-422.0153	GENERAL PROGRAM	1,020	3,000	3,000	3,000
SUPPLIES	Operating Supplies	101-550-46-422.0210	GASOLINE, DIESEL, PROPA	367	1,399	2,500	2,500
SUPPLIES	Operating Supplies	101-550-46-422.0311	INSTITUTIONAL & MEDICA	1,114	-	-	-
SUPPLIES	Repair and Maintenance Supplies	101-550-46-423.0301	MACHINERY AND TOOLS	2,000	2,751	5,000	5,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - GENERAL/ENVIRONMENTAL RESILIENCE (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	101-550-46-431.0500	ENV/SERVICES CONTRACTUAL	-	38,435	37,000	30,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0501	ENV/TREE PROGRAM	30,807	34,829	100,000	65,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0502	ENV/TREES PLANTED	1,250	2,991	3,000	3,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0503	ENV/OTHER PROFESSIONAL SVC	3,237	46,512	59,000	45,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0504	ENV/STREET TREE MAINT/REMO	53,639	73,087	79,000	80,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0506	ENV/TREE TRIM REMOVAL	7,997	5,920	13,000	13,000
SERVICES & CHARGES	Professional Services	101-550-46-431.0546	ENV/SERVICES CONTRACTUAL	18,750	-	-	-
SERVICES & CHARGES	Communication and Transportation	101-550-46-432.0201	ENV/POSTAGE	-	44	5,000	3,000
SERVICES & CHARGES	Communication and Transportation	101-550-46-432.0346	ENV/TRAVEL EXPENSES	-	-	4,000	6,000
SERVICES & CHARGES	Communication and Transportation	101-550-46-432.0401	ENV/TELEPHONE	849	1,302	1,000	5,900
SERVICES & CHARGES	Printing and Advertising	101-550-46-433.0246	ENV/PUBLICATION LEGAL NOTI	-	58	150	150
SERVICES & CHARGES	Printing and Advertising	101-550-46-433.0501	ENV/OTHER PRINTING & ADVER	2,886	2,571	3,000	3,400
SERVICES & CHARGES	Utility Services	101-550-46-435.0101	ENV/ELECTRICITY AND GAS	7,945	7,945	11,000	13,400
SERVICES & CHARGES	Utility Services	101-550-46-435.0401	ENV/WATER AND SEWER	14	-	-	500
SERVICES & CHARGES	Repairs and Maintenance	101-550-46-436.0201	ENV/REPAIRS TO EQUIPMENT	-	1,547	2,000	2,000
SERVICES & CHARGES	Rentals	101-550-46-437.0201	ENV/RENTAL EQUIPMENT	-	-	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	101-550-46-439.0301	ENV/SUBSCRIPTIONS&DUES	-	1,467	1,500	3,000
SERVICES & CHARGES	Other Services and Charges	101-550-46-439.0901	ENV/EDUCATION	2,000	2,404	2,500	10,000
CAPITAL OUTLAYS	Infrastructure	101-550-46-442.0146	ENV/INFRASTRUCTURE	5,662	16,350	15,000	60,000
CAPITAL OUTLAYS	Other Capital Outlays	101-550-46-442.4601	ENV/CAPITAL PROJECTS	-	25,000	25,000	52,000
GENERAL/ENVIRONMENTAL RESILIENCE TOTAL				\$353,875	\$555,456	\$774,975	\$865,450

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - DEBT SERVICE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Other Services and Charges	322-510-00-438.0301	DEBT SERVICE/BANK FEE	750	-	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	322-510-00-452.0004	DEBT SERVICE/TRANSFERS OUT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	322-510-00-499.0005	DEBT SERVICE/NON-APPROPRIA	-	-	-	-
DEBT SERVICE	Payments on Bonds and Other Debt Principal	322-510-00-438.0100	DEBT SERVICE/PRINCIPA;	410,000	415,000	358,000	315,000
DEBT SERVICE	Payments on Bonds and Other Debt Interest	322-510-00-438.0200	DEBT SERVICE/INTEREST	12,400	4,150	48,000	54,950
DEBT SERVICE TOTAL				\$423,150	\$419,150	\$407,000	\$370,950

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - FIRE PENSION

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	801-520-00-411.0110	FIRE PENSION/DEPARTMENT HE	2,389	3,070	3,770	3,770
PERSONAL SERVICES	Employee Benefits	801-520-00-413.0900	FIRE PENSION/PERF CONTRIBUT	-	-	-	-
PERSONAL SERVICES	Employee Benefits	801-520-00-413.0901	FIRE PENSION/DEPENDENT PEN	197,129	243,653	199,670	240,750
PERSONAL SERVICES	Employee Benefits	801-520-00-413.0902	FIRE PENSION/PENSIONS	273,114	317,803	261,900	296,850
PERSONAL SERVICES	Employee Benefits	801-520-00-413.1100	FIRE PENSION/DISABILITY	-	-	12,000	12,000
PERSONAL SERVICES	Other Personal Services	801-520-00-415.0000	FIRE PENSION/DEATH BENEFIT	12,000	-	12,000	12,000
SUPPLIES	Office Supplies	801-520-00-421.0501	FIRE PENSION/OTHER OFFICE	300	20	300	600
SERVICES & CHARGES	Communication and Transportation	801-520-00-432.0201	FIRE PENSION/POSTAGE	-	202	300	300
SERVICES & CHARGES	Communication and Transportation	801-520-00-432.0300	FIRE PENSION/TRAVEL EXPENSE	-	-	150	150
SERVICES & CHARGES	Other Services and Charges	801-520-00-439.0400	FIRE PENSION/OFFICIAL BOND	105	105	200	200
SERVICES & CHARGES	Other Services and Charges	801-520-00-452.0000	TRANSFERS OUT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	801-520-00-499.0001	FIRE PENSION/NON-APPROPRIA	-	-	-	-
FIRE PENSION TOTAL				\$485,037	\$564,853	\$490,290	\$566,620

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - POLICE PENSION

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	802-520-00-411.0110	POL PENSION/DEPT HEAD	2,389	3,476	3,800	3,800
PERSONAL SERVICES	Salaries and Wages	802-520-00-411.0112	FIRE PENSION/DROP ELIGIBLE	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	802-520-00-411.0112	POL PENSION/DROP ELIGIBLE	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	802-520-00-411.0113	FIRE PENSION/ELIGIBLE	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	802-520-00-411.0113	POL PENSION/ELIGIBLE	-	-	-	-
PERSONAL SERVICES	Employee Benefits	802-520-00-413.0900	POL PENSION/PERF CONTRIBUT	-	-	-	-
PERSONAL SERVICES	Employee Benefits	802-520-00-413.1001	POL PENSION/PENSIONS	209,284	175,606	257,100	182,610
PERSONAL SERVICES	Employee Benefits	802-520-00-413.1002	POL PENSION/DEPENDENT PENS	188,498	199,541	184,600	225,120
PERSONAL SERVICES	Employee Benefits	802-520-00-413.1100	POL PENSION/DISABILITY	-	-	-	-
PERSONAL SERVICES	Other Personal Services	802-520-00-415.0000	POL PENSION/DEATH BENEFIT	12,000	31,257	25,600	12,000
SERVICES & CHARGES	Professional Services	802-520-00-431.0501	POL PENSION/PROF SERVICE	-	-	-	-
SERVICES & CHARGES	Communication and Transportation	802-520-00-432.0200	POL PENSION/POSTAGE	-	-	350	350
SERVICES & CHARGES	Communication and Transportation	802-520-00-432.0300	POL PENSION/TRAVEL EXPENSE	-	-	100	100
SERVICES & CHARGES	Other Services and Charges	802-520-00-439.0400	POL PENSION/OFFICIAL BOND	105	105	250	250
SERVICES & CHARGES	Other Services and Charges	802-520-00-452.0000	POL PENSION/TSFR OUT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	802-520-00-499.0001	POL PENSION/NON-APPROPRIA	-	-	-	-
POLICE PENSION TOTAL				\$412,276	\$409,985	\$471,800	\$424,230

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - LOCAL ROAD AND STREETS

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Repair and Maintenance Supplies	202-530-00-423.0120	LOCAL RD & ST/STREET-ALLEY	-	-	-	-
SUPPLIES	Repair and Maintenance Supplies	202-530-00-423.0125	LOCAL RD & ST/SIGNS,SIGNALS	-	-	-	-
SERVICES & CHARGES	Professional Services	202-530-00-431.0501	LOCAL RD & ST/SERVICE CONT	495,402	550,284	534,999	600,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	202-530-00-445.0401	LOCAL RD & ST/EQUIPMENT M	-	-	-	-
LOCAL ROAD AND STREETS TOTAL				\$495,402	\$550,284	\$534,999	\$600,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - MOTOR VEHICLE HIGHWAY

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0130	MVH/FULL TIME PERSONNEL	1,086,286	1,094,895	1,230,000	1,276,000
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0140	MVH/PART TIME PERSONNEL	26,105	12,017	70,500	70,500
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0145	MVH/EARLY RETIREMENT INCENT	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0151	MVH/INCREMENT PAY	19,000	19,500	20,500	20,500
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0152	MVH/LONGEVITY	6,000	4,000	4,000	4,000
PERSONAL SERVICES	Salaries and Wages	201-530-00-411.0160	MVH/OVERTIME	18,603	33,330	85,000	85,000
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0300	MVH/RETIREMENT	167,836	163,524	191,000	197,500
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0100	MVH/FICA MATCH	66,042	65,187	88,000	90,600
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0200	MVH/MEDICARE	15,445	15,245	21,000	21,200
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0400	MVH/UNEMPLOYMENT	-	-	-	-
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0501	MVH/HEALTH INSURANCE	395,653	415,884	416,000	434,000
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0700	MVH/CLOTHING	4,034	3,793	4,050	4,050
PERSONAL SERVICES	Employee Benefits	201-530-00-413.0701	MVH/CLOTHING/BOOT/FITNESS	795	525	775	775
SUPPLIES	Office Supplies	201-530-00-421.0501	MVH/OTHER OFFICE EXPENSES	1,189	937	1,200	1,200
SUPPLIES	Operating Supplies	201-530-00-422.0210	MVH/GASOLINE/DIESEL,PROPANE	76,553	86,590	120,000	135,000
SUPPLIES	Operating Supplies	201-530-00-422.0211	MVH/POLICE/GASOLINE	-	-	-	-
SUPPLIES	Operating Supplies	201-530-00-422.0221	MVH/LUBRICANTS	-	-	-	-
SUPPLIES	Repair and Maintenance Supplies	201-530-00-423.0125	MVH/ROAD SALT	74,135	84,865	115,000	115,000
SUPPLIES	Repair and Maintenance Supplies	201-530-00-423.0135	MVH/STREET, ALLEY & SEWER M	97,013	-	-	-
SUPPLIES	Repair and Maintenance Supplies	201-530-00-423.0136	MVH/SIGNS & SIGNALS & PAINT	76,318	12,030	-	-
SUPPLIES	Other Supplies	201-530-00-429.0001	MVH/OTHER OPERATING SUPPLIES	85,258	102,489	130,000	130,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - MOTOR VEHICLE HIGHWAY (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	201-530-00-431.0500	MVH/MEDICAL EXAMS	1,991	1,796	2,500	2,500
SERVICES & CHARGES	Professional Services	201-530-00-431.0501	MVH/MAINTENANCE CONTRACTS	9,929	13,768	15,000	15,000
SERVICES & CHARGES	Professional Services	201-530-00-431.0502	MVH/DIAL-A-TRUCK	-	-	-	-
SERVICES & CHARGES	Professional Services	201-530-00-431.0505	MVH/PROFESSIONAL SERVICES	-	-	-	-
SERVICES & CHARGES	Professional Services	201-530-00-431.0506	MVH/STREET SWEEPING	15,850	18,983	30,000	40,000
SERVICES & CHARGES	Professional Services	201-530-00-431.0507	MVH/LEGAL REIMB	-	-	-	-
SERVICES & CHARGES	Communication and Transportation	201-530-00-432.0201	MVH/POSTAGE	-	99	100	100
SERVICES & CHARGES	Communication and Transportation	201-530-00-432.0301	MVH/TRAVEL	499	-	1,000	1,000
SERVICES & CHARGES	Communication and Transportation	201-530-00-432.0401	MVH/TELEPHONE	4,707	4,989	6,500	6,500
SERVICES & CHARGES	Utility Services	201-530-00-435.0101	MVH/GAS-ELECTRIC	16,004	15,964	30,000	35,000
SERVICES & CHARGES	Utility Services	201-530-00-435.0401	MVH/WATER-SEWER	4,788	4,802	5,000	5,000
SERVICES & CHARGES	Utility Services	201-530-00-435.0501	MVH/STORMWATER FEES	1,086	-	1,200	1,200
SERVICES & CHARGES	Repairs and Maintenance	201-530-00-436.0201	MVH/EQUIPMENT REPAIRS	1,920	1,981	2,000	2,000
SERVICES & CHARGES	Repairs and Maintenance	201-530-00-436.0301	MVH/SERV CONT (WHEEL TAX)	-	-	-	-
SERVICES & CHARGES	Rentals	201-530-00-437.0200	MVH/EQUIPMENT RENTALS	948	2,034	5,500	5,500
SERVICES & CHARGES	Rentals	201-530-00-437.0502	MVH/RENTAL UNIFORMS	11,719	8,480	13,000	13,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	201-530-00-445.0401	MVH/MACHINERY & TOOLS	4,307	-	-	-
CAPITAL OUTLAYS	Other Capital Outlays	201-530-00-444.0401	MVH-Restr/EQUIP MOTOR VEH	410,509	74,491	150,000	650,000
CAPITAL OUTLAYS	Other Capital Outlays	201-530-00-444.0402	MVH/EQUIP MOTOR VEH	-	-	-	-
OTHER EXPENDITURES	Other Expenditures	201-530-99-452.0004	MVH/TRANSFERS OUT	357,582	-	-	-
MOTOR VEHICLE HIGHWAY TOTAL				\$3,058,104	\$2,262,198	\$2,758,825	\$3,362,125

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - MOTOR VEHICLE HIGHWAY RESTRICTED

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
CAPITAL OUTLAYS	Other Capital Outlays	203-530-00-444.0401	MVH-Restr/EQUIP MOTOR VEH	-	299,485	225,000	375,000
CAPITAL OUTLAYS	Other Capital Outlays	203-530-00-444.0403	MVH-RESTR/RIGHT OF WAY MATERIALS	-	-	125,000	150,000
CAPITAL OUTLAYS	Other Capital Outlays	203-530-00-444.0402	MVH-Restr/CAPITAL PROJECTS	-	128,215	-	500,000
MOTOR VEHICLE HIGHWAY RESTRICTED TOTAL				\$0	\$427,700	\$350,000	\$1,025,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - CUMULATIVE CAPITAL IMPROVEMENT FIRE

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Repairs and Maintenance	433-510-00-436.0501	CCI FIRE/REPAIRS TO BLDG	7,440	9,302	350,000	25,000
SERVICES & CHARGES	Other Services and Charges	433-510-00-452.0004	CCI FIRE/TRANSFER OUT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	433-510-00-499.0001	CCI FIRE/NON APPROPRIATED	-	-	-	-
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	433-510-00-445.0501	CCI FIRE/OTHER EQUIPMENT	132,198	210,352	225,000	225,000
DEBT SERVICE	Payments on Bonds and Other Debt Principal	433-510-00-438.0100	CCI FIRE/PROP ACQ	-	-	-	-
DEBT SERVICE	Payments on Bonds and Other Debt Interest	433-510-00-438.0200	CCI FIRE/PROP ACQ INTEREST	-	-	-	-
CUMULATIVE CAPITAL IMPROVEMENT FIRE TOTAL				\$139,638	\$219,654	\$575,000	\$250,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - TOWNSHIP FIRE SUPPORT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Payroll Expenditures	242-520-00-411.0130	TWPFIRE/PAYROLL REIMBURSEMENT	-	-	-	400,000
TOWNSHIP FIRE SUPPORT TOTAL				\$0	\$0	\$0	\$400,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PARK AND RECREATION

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	204-550-00-411.0130	P&R/FULL TIME PERSONNEL	610,002	614,964	693,000	718,920
PERSONAL SERVICES	Salaries and Wages	204-550-00-411.0140	P&R/PART TIME PERSONNEL	186,578	320,696	560,000	539,450
PERSONAL SERVICES	Salaries and Wages	204-550-00-411.0151	P&R/INCREMENT PAY	11,279	10,326	13,600	10,310
PERSONAL SERVICES	Salaries and Wages	204-550-00-411.0152	P&R/LONGEVITY	4,000	4,000	2,000	2,000
PERSONAL SERVICES	Salaries and Wages	204-550-00-411.0160	P&R/OVERTIME	4	2,045	8,000	5,000
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0100	P&R/FICA MATCH	47,746	55,600	75,000	79,400
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0200	P&R/MEDICARE	11,183	13,003	18,000	18,000
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0300	P&R/RETIREMENT	103,201	100,683	103,000	110,000
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0400	P&R/UNEMPLOYMENT	-	-	-	-
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0501	P&R/HEALTH INSURANCE	221,552	221,250	245,453	256,300
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0700	P&R/CELL PHONE	1,537	1,650	3,000	2,400
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0701	P&R/CLOTHING/BOOT/FITNESS	1,343	-	2,125	2,425
PERSONAL SERVICES	Employee Benefits	204-550-00-413.0702	P&R/CLOTHING	973	2,732	6,200	-
SUPPLIES	Office Supplies	204-550-00-421.0200	P&R/STATIONERY & PRINTING	25	190	500	500
SUPPLIES	Office Supplies	204-550-00-421.0501	P&R/OTHER OFFICE EXPENSES	2,592	2,237	3,200	5,000
SUPPLIES	Operating Supplies	204-550-00-422.0151	P&R/OTHER OPERATING SUPPLI	853	351	2,590	2,500
SUPPLIES	Operating Supplies	204-550-00-422.0152	P&R/PAINT	904	1,642	5,000	1,700
SUPPLIES	Operating Supplies	204-550-00-422.0153	P&R/GENERAL PROGRAM	16,562	27,837	28,000	28,000
SUPPLIES	Operating Supplies	204-550-00-422.0154	P&R/OTHER EQUIPMENT	1,785	1,750	5,000	3,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PARK AND RECREATION (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Operating Supplies	204-550-00-422.0210	P&R/GASOLINE, DIESEL, PROPA	15,884	26,873	32,000	40,000
SUPPLIES	Operating Supplies	204-550-00-422.0251	P&R/OTHER GARAGE & MOTOR	944	750	1,000	1,000
SUPPLIES	Operating Supplies	204-550-00-422.0311	P&R/INSTITUTIONAL & MEDICA	20,754	17,850	21,000	21,000
SUPPLIES	Repair and Maintenance Supplies	204-550-00-423.0110	P&R/BLDG MATRS & SUPPLIES	36,595	25,027	30,000	30,000
SUPPLIES	Repair and Maintenance Supplies	204-550-00-423.0125	P&R/STREET,ALLEY,& SEWER MA	3,109	18,595	32,300	32,300
SUPPLIES	Repair and Maintenance Supplies	204-550-00-423.0201	P&R/REPAIR PARTS	1,503	3,975	4,000	4,000
SUPPLIES	Repair and Maintenance Supplies	204-550-00-423.0301	P&R/MACHINERY & TOOLS	3,104	3,795	4,000	4,000
SUPPLIES	Other Supplies	204-550-00-429.0000	P&R/MEMORIAL TREES	-	-	-	-
SUPPLIES	Other Supplies	204-550-00-429.0001	P&R/PROGRAM SUPPLIES	9,228	23,269	35,000	35,000
SUPPLIES	Other Supplies	204-550-00-429.0002	P&R/OTHER SUPPLIES	10,224	23,953	30,560	30,560
SERVICES & CHARGES	Professional Services	204-550-00-431.0500	P&R/SERVICES CONTRACTUAL	29,911	78,566	113,700	113,700
SERVICES & CHARGES	Professional Services	204-550-00-431.0501	P&R/TREE PROGRAM	1,161	-	-	-
SERVICES & CHARGES	Professional Services	204-550-00-431.0502	P&R/TREES PLANTED	-	-	-	-
SERVICES & CHARGES	Professional Services	204-550-00-431.0503	P&R/OTHER PROFESSIONAL SVC	21,255	15,700	30,000	35,000
SERVICES & CHARGES	Professional Services	204-550-00-431.0504	P&R/STREET TREE MAINT	8,300	-	-	-
SERVICES & CHARGES	Professional Services	204-550-00-431.0505	P&R/LANDSCAPING	15,259	12,170	17,450	17,450
SERVICES & CHARGES	Professional Services	204-550-00-431.0506	P&R/TREE TRIM REMOVAL	609	-	-	-
SERVICES & CHARGES	Professional Services	204-550-00-431.0507	P&R/LEGAL REIMB	2,373	2,029	6,000	6,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PARK AND RECREATION (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Communication and Transportation	204-550-00-432.0201	P&R/POSTAGE	264	342	500	500
SERVICES & CHARGES	Communication and Transportation	204-550-00-432.0300	P&R/TRAVEL EXPENSES	156	-	500	500
SERVICES & CHARGES	Communication and Transportation	204-550-00-432.0401	P&R/TELEPHONE	7,479	6,896	10,000	10,000
SERVICES & CHARGES	Printing and Advertising	204-550-00-433.0200	P&R/PUBLICATION LEGAL NOTI	-	-	150	-
SERVICES & CHARGES	Printing and Advertising	204-550-00-433.0501	P&R/OTHER PRINGING & ADVER	4,598	5,441	22,500	22,500
SERVICES & CHARGES	Insurance	204-550-00-434.0500	P&R/COMPREHENSIVE PLAN	-	-	-	180,000
SERVICES & CHARGES	Utility Services	204-550-00-435.0101	P&R/ELECTRICITY AND GAS	46,160	55,815	75,000	75,000
SERVICES & CHARGES	Utility Services	204-550-00-435.0401	P&R/WATER AND SEWER	41,937	61,914	53,500	73,000
SERVICES & CHARGES	Utility Services	204-550-00-435.0501	P&R/STORMWATER FEES	2,030	1,878	9,000	5,000
SERVICES & CHARGES	Repairs and Maintenance	204-550-00-436.0101	P&R/REPAIRS TO BLDG & STRUC	48,679	32,602	70,000	70,000
SERVICES & CHARGES	Repairs and Maintenance	204-550-00-436.0201	P&R/REPAIRS TO EQUIPMENT	2,661	6,000	6,000	5,000
SERVICES & CHARGES	Repairs and Maintenance	204-550-00-436.0501	P&R/MAINTENANCE CONTRACT	20,872	22,920	51,000	50,000
SERVICES & CHARGES	Repairs and Maintenance	204-550-00-436.0502	P&R/SWIM POOL	3,957	14,832	15,000	20,000
SERVICES & CHARGES	Rentals	204-550-00-437.0201	P&R/RENTAL EQUIPMENT	2,500	2,958	4,000	4,000
SERVICES & CHARGES	Other Services and Charges	204-550-00-439.0301	P&R/SUBSCRIPTION & DUES	1,035	939	1,250	1,250
SERVICES & CHARGES	Other Services and Charges	204-550-00-439.0910	P&R/EDUCATION	2,772	6,078	8,000	8,000
SERVICES & CHARGES	Other Services and Charges	204-550-00-439.1000	P&R/COMMUNITY CENTER EXPE	-	-	-	-

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PARK AND RECREATION (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Other Services and Charges	204-550-00-452.0000	TRANSFERS-HEALTH INSURANCE	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	204-550-00-452.0004	P&R/TRANSFERS OUT	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	204-550-00-459.0000	P&R/SALES TAX	2,109	4,538	4,500	4,500
SERVICES & CHARGES	Other Services and Charges	204-550-00-459.1000	P&R/FACILITY SALES TAX	-	-	100	-
SERVICES & CHARGES	Other Services and Charges	204-550-00-499.0001	P&R/NON-APPRPRIATED	37,851	59,133	-	-
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	204-550-00-445.0200	P&R/MOTOR VEHICLES	72,359	-	-	87,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	204-550-00-445.0500	P&R/PLAYGROUND EQUIPMEN	-	1,218	12,000	12,000
CAPITAL OUTLAYS	Infrastructure	204-550-00-442.0001	P&R/CAPITAL PROJECTS	41,767	2,671	500,000	530,000
CAPITAL OUTLAYS	Infrastructure	204-550-00-442.0100	P&R/INFRASTRUCTURE CAPITAL	20,043	10,521	50,000	40,000
PARK AND RECREATION TOTAL				\$1,761,561	\$1,930,204	\$3,023,678	\$3,353,165

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - AVIATION

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	206-530-00-411.0130	AVIATION/FULL TIME PERSONNE	48,287	50,432	51,000	52,785
PERSONAL SERVICES	Salaries and Wages	206-530-00-411.0151	AVIATION/INCREMENT	700	800	900	1,000
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0100	AVIATION/FICA	2,868	2,969	3,300	3,380
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0200	AVIATION/MEDICARE	671	694	725	770
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0300	AVIATION/RETIREMENT	7,439	7,439	8,050	7,800
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0501	AVIATION/HEALTH INSURANCE	17,303	17,982	18,881	19,715
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0700	AVIATION/CELL PHONE	600	600	600	600
PERSONAL SERVICES	Employee Benefits	206-530-00-413.0701	AVIATION/CLOTH/BOOT/FITNESS	-	-	100	100
SUPPLIES	Operating Supplies	206-530-00-422.0400	AVIATION/BLDG MTLs-SUPPLY	1,295	3,258	3,600	3,600
SUPPLIES	Repair and Maintenance Supplies	206-530-00-423.0201	AVIATION/OTHER REPAIR PART	-	-	-	-
SERVICES & CHARGES	Professional Services	206-530-00-431.0500	AVIATION/SERVICES CONTRACT	-	-	-	-
SERVICES & CHARGES	Professional Services	206-530-00-431.0501	AVIATION/OTHER PROF SERVICE	4,144	8,238	10,000	15,000
SERVICES & CHARGES	Communication and Transportation	206-530-00-432.0201	AVIATION/POSTAGE	-	-	100	-
SERVICES & CHARGES	Communication and Transportation	206-530-00-432.0300	AVIATION/TRAVEL EXPENSES	-	274	500	-
SERVICES & CHARGES	Communication and Transportation	206-530-00-432.0401	AVIATION/TELEPHONE	-	-	-	-
SERVICES & CHARGES	Printing and Advertising	206-530-00-433.0101	AVIATION/OTHER PRINT & ADV	990	1,080	1,200	1,500
SERVICES & CHARGES	Utility Services	206-530-00-435.0101	AVIATION/ELECTRICITY	43,528	50,053	55,000	59,400
SERVICES & CHARGES	Utility Services	206-530-00-435.0201	AVIATION/GAS, DEIESEL, PROPA	231	2,952	3,750	5,000
SERVICES & CHARGES	Utility Services	206-530-00-435.0501	AVIATION/STORMWATER FEES	-	5,952	6,300	6,300

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - AVIATION (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Repairs and Maintenance	206-530-00-436.0500	AVIATION/ MAINT SERVICES	(2,817)	63,767	44,000	50,000
SERVICES & CHARGES	Repairs and Maintenance	206-530-00-436.0501	AVIATION/MAINT CONTRACTS	19,096	19,096	19,096	19,450
SERVICES & CHARGES	Repairs and Maintenance	206-530-00-436.0502	AVIATION/OTHER REPAIRS	-	-	-	-
SERVICES & CHARGES	Repairs and Maintenance	206-530-00-436.0503	AVIATION/REPAIR BLDG-STRUC	29,895	60,108	50,000	60,000
SERVICES & CHARGES	Other Services and Charges	206-530-00-439.0301	AVIATION/SUBSCRIPTION-DUES	3,965	440	460	500
SERVICES & CHARGES	Other Services and Charges	206-530-00-442.0001	AVIATION/CAPITAL PROJECTS	-	-	-	75,000
SERVICES & CHARGES	Other Services and Charges	206-530-00-460.9999	AVIATION/NON-APPROPRIATED	-	-	-	-
AVIATION TOTAL				\$178,195	\$296,134	\$277,562	\$381,900

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - CUMULATIVE CAPITAL IMPROVEMENT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES AND CHARGES	Other Services and Charges	401-510-00-431.0500	CCI/SERVICE CONTRACT	-	-	-	-
SERVICES AND CHARGES	Other Services and Charges	401-510-00-452.0000	Transfer Out	-	-	-	-
CAPITAL OUTLAYS	Other Capital Expenditures	401-510-00-449.0000	CCI/CAPITAL EXPENSES	-	-	214,515	124,313
CUMULATIVE CAPITAL IMPROVEMENT TOTAL				\$0	\$0	\$214,515	\$124,313

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - CUMULATIVE CAPITAL DEVELOPMENT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	402-570-00-431.0501	CCD/SERV CONTRACTUAL	9,183	522,979	300,000	300,000
SERVICES & CHARGES	Repairs and Maintenance	402-570-00-423.0110	CCD/BLDG REPAIRS	89,308	201,890	265,804	270,000
SERVICES & CHARGES	Other Services and Charges	402-570-00-499.0001	CCD/NON-APPROPRIATED	-	-	-	-
CAPITAL OUTLAYS	Other Capital Outlays	402-570-00-445.0101	CCD/OFFICE EQUIPMENT	105,497	107,589	133,000	165,000
CUMULATIVE CAPITAL DEVELOPMENT TOTAL				\$203,988	\$832,458	\$698,804	\$735,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - CUMULATIVE CAPITAL IMPROVEMENT/STORM SEWER

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	431-510-00-431.0500	CCI STM SEWER/SVCS CONTRACT	125,946	95,140	500,000	200,000
CUMULATIVE CAPITAL IMPROVEMENT/STORM SEWER TOTAL				\$125,946	\$95,140	\$500,000	\$200,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - ECONOMIC DEVELOPMENT INCOME TAX

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	218-560-00-431.0101	EDIT TAX/REDEVELOPMENT	69,700	171,517	300,000	150,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0501	EDIT TAX/SERVICE CONTRACTS	792,424	688,144	1,000,000	700,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0502	EDIT TAX/CHAMBER OF COMMERACE	50,000	50,000	50,000	50,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0504	EDIT TAX/DOWNTOWN GOSHEN	70,000	70,000	70,000	75,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0508	EDIT TAX/ST JOSEPH RIVER	-	-	-	-
SERVICES & CHARGES	Professional Services	218-560-00-431.0510	EDIT TAX/ECON DEV CORP/ELKHART	64,492	65,219	67,500	67,500
SERVICES & CHARGES	Professional Services	218-560-00-431.0512	EDIT TAX/NO CENT IND BUS	10,000	10,000	10,000	10,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0514	EDIT TAX/GOSHEN THEATER	75,000	50,000	75,000	75,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0515	EDIT TAX/MICHIANA PARTNERS	2,750	2,750	2,750	2,750
SERVICES & CHARGES	Professional Services	218-560-00-431.0516	EDIT TAX/GOSHEN HISTORICAL SOCIETY	3,000	3,000	15,000	15,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0520	EDIT TAX/MARKETING AND PROMOTION	54,853	113,317	100,000	115,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0900	EDIT TAX/NEIGHBORHOOD INITIATIVE	111	-	10,000	10,000
SERVICES & CHARGES	Professional Services	218-560-00-431.0910	EDIT TAX/YOUTH INITIATIVES	646	-	10,000	10,000
SERVICES & CHARGES	Repairs and Maintenance	218-560-00-436.0500	EDIT TAX/DEMO/RECEIVE	19,600	5,395	100,000	25,000
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	218-560-00-445.0200	EDIT/VEHICLE PURCHASES	39,450	88,380	150,000	50,000
CAPITAL OUTLAYS	Infrastructure	218-560-00-442.0005	EDIT TAX/AVIATION CAPITAL	9,992	50,150	75,000	75,000
CAPITAL OUTLAYS	Infrastructure	218-560-00-442.0006	EDIT/CAPITAL PROJECTS	782,687	1,438,629	1,100,000	1,000,000
ECONOMIC DEVELOPMENT INCOME TAX TOTAL				\$2,044,705	\$2,806,501	\$3,135,250	\$2,430,250

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PROBATION

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	215-510-00-411.0130	PROBATION/FULLTIME PERSONN	54,674	64,266	68,000	68,724
PERSONAL SERVICES	Salaries and Wages	215-510-00-411.0151	PROBATION/INCREMENT PAY	800	-	1,000	-
PERSONAL SERVICES	Employee Benefits	215-510-00-413.0100	PROBATION/FICA MATCH	3,368	3,705	4,300	4,300
PERSONAL SERVICES	Employee Benefits	215-510-00-413.0200	PROBATION/MEDICARE	788	867	1,000	1,000
PERSONAL SERVICES	Employee Benefits	215-510-00-413.0300	PROBATION/RETIREMENT	8,633	9,126	9,850	9,800
PERSONAL SERVICES	Employee Benefits	215-510-00-413.0501	PROBATION/HEALTH INSURANCE	17,303	17,982	18,881	19,715
PERSONAL SERVICES	Employee Benefits	215-510-00-413.0701	PROBATION/CLOTH/BOOT/FIT	-	-	100	100
SUPPLIES	Operating Supplies	215-510-00-422.0151	PROBATION/PERSONNEL REIMBU	-	-	-	-
SUPPLIES	Operating Supplies	215-510-00-422.0152	PROBATION/OFFICE EQUIP	-	-	-	-
SERVICES & CHARGES	Professional Services	215-510-00-431.0500	PROBATION/OTHER PROFESSION	-	-	-	-
SERVICES & CHARGES	Professional Services	215-510-00-431.0501	PROBATION/PROB SERVICE	-	-	-	-
SERVICES & CHARGES	Professional Services	215-510-00-431.0502	PROBATION/DRUG TESTS	-	-	-	-
SERVICES & CHARGES	Repairs and Maintenance	215-510-00-436.0201	PROBATION/COMPUTE COPIER	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	215-510-00-452.0000	TRANSFERS-HELATH INSURANCE	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	215-510-00-499.0001	PROBATION SVCS NOAPPROPRI	-	-	-	-
PROBATION TOTAL				\$85,566	\$95,946	\$103,131	\$103,639

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - ECONOMIC IMPROVEMENT DISTRICT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Office Supplies	219-570-00-421.0501	EID/OTHER OFFICE EXPENSE	-	-	-	-
SUPPLIES	Operating Supplies	219-570-00-429.0001	EID/OTHER SUPPLIES	-	12,292	10,000	1,000
SERVICES & CHARGES	Professional Services	219-570-00-431.0501	EID/CONTRACTUAL SERVICES	-	-	10,000	15,000
SERVICES & CHARGES	Professional Services	219-570-00-431.0503	EID/PROFESSIONAL SERVICES	61,280	53,170	35,000	35,000
SERVICES & CHARGES	Professional Services	219-570-00-431.0504	EID/BUS RECRUITMENT PLAN	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	219-570-00-499.0001	EID/NON-APPROPRIATED	-	-	-	-
CAPITAL OUTLAYS	Other Capital Outlays	219-570-00-449.0000	EID/CAPITAL PROJECTS	-	-	40,000	50,000
ECONOMIC IMPROVEMENT DISTRICT TOTAL				\$61,280	\$65,462	\$95,000	\$101,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PUBLIC SAFETY LOCAL OPTION INCOME TAX

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Employee Benefits	249-520-00-413.0911	PS LOIT/POLICE RETIREMENT	735,494	726,087	779,407	845,000
PERSONAL SERVICES	Employee Benefits	249-520-00-413.0912	PS LOIT/FIRE RETIREMENT	615,625	658,393	714,000	815,000
SUPPLIES	Operating Supplies	249-520-00-422.0210	FIRE/GAS/DIESEL/PROPANE	-	47,835	77,000	84,000
SUPPLIES	Operating Supplies	249-520-00-422.0211	PS LOIT/PD GAS/DIESEL/PROPA	151,277	141,997	195,000	225,000
SERVICES & CHARGES	Repairs and Maintenance	249-520-00-436.0501	PS LOIT/SHOOTING RANGE MAINT	38,641	205,524	40,000	30,000
SERVICES & CHARGES	Repairs and Maintenance	249-520-00-436.0600	PS LOIT/FIRE BUILDING REPAIR	137,491	-	-	-
CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles	249-520-00-445.0200	PS LOIT/MOTOR VEHICLE	587,674	247,344	190,000	300,000
CAPITAL OUTLAYS	Other Capital Outlays	249-520-00-445.0201	PS LOIT/EQUIPMENT	417,496	317,716	185,000	100,000
CAPITAL OUTLAYS	Other Capital Outlays	249-520-00-445.0203	PS LOIT/EQUIPMENT	102,387	-	-	-
PUBLIC SAFETY LOCAL OPTION INCOME TAX TOTAL				\$2,786,085	\$2,344,896	\$2,180,407	\$2,399,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - COURT FEES

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Office Supplies	274-510-00-421.0101	COURT FEES/OFFICIAL RECORD	-	-	1,000	1,000
SUPPLIES	Office Supplies	274-510-00-421.0201	COURT FEES/STATIONERY/PRINT	920	629	1,500	1,500
SUPPLIES	Office Supplies	274-510-00-421.0501	COURT FEES/OTHER OFFICE SUP	5,008	4,069	6,000	7,000
SUPPLIES	Operating Supplies	274-510-00-422.0151	COURT FEES/OFFICE EQUIPMEN	3,277	3,174	4,500	4,500
SERVICES & CHARGES	Professional Services	274-510-00-431.0500	COURT FEES/MAINT CONTRACT	1,286	940	4,500	4,500
SERVICES & CHARGES	Professional Services	274-510-00-431.0502	COURT FEES/EQUIP REPAIR	20	-	250	250
SERVICES & CHARGES	Communication and Transportation	274-510-00-432.0201	COURT FEES/POSTAGE	2,000	2,250	2,500	3,000
SERVICES & CHARGES	Repairs and Maintenance	274-510-00-436.0201	COURT FEES/COMPUTER EXPEN	-	-	-	-
SERVICES & CHARGES	Other Services and Charges	274-510-00-439.0930	COURT FEES/IMP OTHER THAN	-	-	-	35,000
SERVICES & CHARGES	Other Services and Charges	274-510-00-499.0001	COURT FEES/NON-APPROPRIATE	36,685	62,640	-	-
COURT FEES TOTAL				\$49,196	\$73,702	\$20,250	\$56,750

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - UNSAFE BUILDING

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
OTHER SERVICES AND CHARGES	Other Services and Charges	241-500-00-431.0000	UNSAFE BLDG/CONT SERVICES	-	-	-	-
OTHER SERVICES AND CHARGES	Other Services and Charges	241-500-00-436.0500	UNSAFE BLDG/BLDG DEMO/RECEIVERSHIP	-	-	50,000	60,000
OTHER SERVICES AND CHARGES	Other Services and Charges	241-500-00-439.0000	UNSAFE BLDG/OTHER SERV CHRG	31,331	1,050	25,000	25,000
UNSAFE BUILDING TOTAL				\$31,331	\$1,050	\$75,000	\$85,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - RESIDENTIAL LEASE FEES

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	277-510-00-411.0130	RES LEASE FEE/FULLTIME PERSON	48,028	51,025	53,000	55,000
PERSONAL SERVICES	Salaries and Wages	277-510-00-411.0140	RES LEASE FEE/PART TIME PERSO	200	-	-	-
PERSONAL SERVICES	Salaries and Wages	277-510-00-411.0151	RES LEASE FEE/INCREMENT PAY	-	300	300	400
PERSONAL SERVICES	Salaries and Wages	277-510-00-411.0152	RES LEASE FEE/LONGEVITY	-	-	3,350	-
PERSONAL SERVICES	Salaries and Wages	277-510-00-411.0170	RES LEASE FEE/SAL REIMB	-	-	-	-
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0100	RES LEASE FEE/SOCIAL SECURITY	2,945	2,940	-	3,500
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0200	RES LEASE FEE/MEDICARE	689	688	800	815
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0300	RES LEASE FEE/RETIREMENT	7,628	7,361	7,650	7,970
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0501	RES LEASE FEE/HEALTH INS	17,303	17,982	18,890	19,720
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0700	RES LEASE FEE/CELL PHONE	600	600	650	650
PERSONAL SERVICES	Employee Benefits	277-510-00-413.0701	RES LEASE FEE/CLOTHING/BOOT	-	-	100	100
SERVICES & CHARGES	Other Services and Charges	277-510-00-499.0001	RES LEASE FEE/NON-APPROPRI	-	-	-	-
RESIDENTIAL LEASE FEES TOTAL				\$77,393	\$80,896	\$84,740	\$88,155

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - LAW ENFORCEMENT CONTINUING EDUCATION (#2)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SUPPLIES	Other Supplies	280-520-00-429.0001	LECE2/OTHER SUPPLIES	16,000	16,689	16,000	16,000
SERVICES & CHARGES	Professional Services	280-520-00-431.0500	LECE2/INSTRUCTION	15,421	16,154	16,000	16,000
SERVICES & CHARGES	Professional Services	280-520-00-431.0501	LECE2/FIREARMS	2,000	-	2,000	2,000
SERVICES & CHARGES	Other Services and Charges	280-520-00-499.0002	LECE2/NON-APPROPRIATED	-	-	-	-
LAW ENFORCEMENT CONTINUING EDUCATION (#2) TOTAL				\$33,421	\$32,843	\$34,000	\$34,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - REDEVELOPMENT NON-REVERTING

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	406-560-00-411.0130	REDV OP/FULL TIME PERSONNEL	161,281	137,214	105,000	110,000
PERSONAL SERVICES	Salaries and Wages	406-560-00-411.0140	REDV OP/PART TIME PERSONNEL	-	-	-	-
PERSONAL SERVICES	Salaries and Wages	406-560-00-411.0151	REDV OP/INCREMENT PAY	3,175	2,000	2,200	2,400
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0100	REDV OP/FICA MATCH	9,961	8,120	6,500	6,867
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0200	REDV OP/MEDICARE MATCH	2,330	1,899	1,525	1,606
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0300	REDV OP/RETIREMENT	26,511	18,090	14,900	15,726
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0501	REDV OP/HEALTH INSURANCE	65,308	44,056	37,770	39,430
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0700	REDV OP/CELL PHONE	600	600	650	650
PERSONAL SERVICES	Employee Benefits	406-560-00-413.0701	REDV OP/CLOTH/BOOT/FITNESS	298	300	300	200
SUPPLIES	Other Supplies	406-560-00-429.0002	REDV OP/OTHER SUPPLIES	1,012	329	2,000	1,000
SERVICES & CHARGES	Professional Services	406-560-00-431.0201	REDV OP/PROF SERVICES	-	-	-	-
SERVICES & CHARGES	Professional Services	406-560-00-431.0502	REDV OP/CONTRACT SVCS	84,835	66,061	96,500	30,000
SERVICES & CHARGES	Communication and Transportation	406-560-00-432.0201	REDV OP/POSTAGE	16	-	100	100
SERVICES & CHARGES	Communication and Transportation	406-560-00-432.0301	REDV OP/TRAVEL EXPENSES	-	-	1,000	1,000
SERVICES & CHARGES	Printing and Advertising	406-560-00-433.0000	REDV OP/PRINTING & ADVERT	-	25	250	250
SERVICES & CHARGES	Utility Services	406-560-00-435.0101	REDV OP/ELECTRICITY	1,280	612	750	750
SERVICES & CHARGES	Utility Services	406-560-00-435.0201	REDV OP/GAS	1,876	1,173	1,200	1,200
SERVICES & CHARGES	Repairs and Maintenance	406-560-00-436.0100	REDV OP/REPAIRS-MAINT	183	491	500	500
SERVICES & CHARGES	Other Services and Charges	406-560-00-439.0301	REDV OP/SUBS & DUES	2,234	1,036	2,500	2,500
SERVICES & CHARGES	Other Services and Charges	406-560-00-439.0930	REDV OP/OTHER SVC CHARGE	1,345	1,396	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	406-560-00-499.0001	REDV OP/NON APPROPRIATED	-	-	-	-
REDEVELOPMENT NON-REVERTING TOTAL				\$362,245	\$283,402	\$274,645	\$215,179

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - STORM WATER MANAGEMENT

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Salaries and Wages	439-530-00-411.0140	STM WTR MGMT/PART TIME PER	1,902	4,560	18,000	18,000
PERSONAL SERVICES	Salaries and Wages	439-530-00-411.0151	STM WTR MGMT/INCREMENT P	1,050	2,700	1,690	1,600
PERSONAL SERVICES	Salaries and Wages	439-530-00-411.0160	STM WTR MGMT/OVERTIME	150	-	13,500	16,500
PERSONAL SERVICES	Salaries and Wages	439-530-00-411.0130	STM WTR MGMT/FULL TIME PER	110,749	262,524	269,000	165,000
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0100	STM WTR MGMT/FICA MATCH	6,463	15,682	18,700	12,470
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0200	STM WTR MGMT/MEDICARE	1,511	3,668	4,400	2,920
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0300	STM WTR MGMT/PERF	14,138	37,483	39,100	26,000
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0501	STM WTR MGMT/HEALTH INS	32,784	72,261	75,600	54,220
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0700	STM WTR MGMT/CELL PHONE	1,700	2,163	2,400	1,800
PERSONAL SERVICES	Employee Benefits	439-530-00-413.0701	STM WTR MGMT/CLOTH/BOOT	300	400	400	300
SUPPLIES	Operating Supplies	439-530-00-422.0151	STM WTR MGMT/OTHOFFCE SUP	13,038	1,252	5,000	5,000
SUPPLIES	Operating Supplies	439-530-00-422.0210	STM WTRR MGMT/GAS,DIESEL	183	218	1,230	1,200
SERVICES & CHARGES	Professional Services	439-530-00-431.0501	STM WTR MGMT/ELK CO MS4	13,616	14,961	25,000	25,000
SERVICES & CHARGES	Professional Services	439-530-00-431.0502	STM WTR MGMT/SVCS CONTRAC	65,552	21,355	118,530	122,750
SERVICES & CHARGES	Professional Services	439-530-00-431.0503	STM WTR MGMT/OTH PROF SVC	12,000	1,400	6,000	6,000
SERVICES & CHARGES	Communication and Transportation	439-530-00-432.0201	STM WTR MGMT/POSTAGE	-	25	170	183
SERVICES & CHARGES	Communication and Transportation	439-530-00-432.0301	STM WTR MGMT/TRAVEL EXPEN	128	-	1,500	1,500
SERVICES & CHARGES	Insurance	439-530-00-434.0501	STM WTR MGMT/OTHER INSURA	-	-	500	500
SERVICES & CHARGES	Repairs and Maintenance	439-530-00-436.0101	STM WTR MGMT/EQUIP REPAIR	942	3,462	5,000	10,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - STORM WATER MANAGEMENT (CONTINUED)

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Other Services and Charges	439-530-00-439.0901	STM WTR MGMT/RECORDER FEES	175	400	750	750
SERVICES & CHARGES	Other Services and Charges	439-530-00-439.0910	STM WTR MGMT/INSTRUCTION	343	2,029	5,265	4,470
SERVICES & CHARGES	Other Services and Charges	439-530-00-439.0930	STM WTR MGMT/OTH SVC CHGS	-	13	1,000	1,000
SERVICES & CHARGES	Other Services and Charges	439-530-00-499.0001	STM WTR MGMT/UNAPPROPRIAT	-	-	-	-
CAPITAL OUTLAYS	Land	439-530-00-441.0001	STM WTR MGMT/PROP ACQUISITION	-	-	200,000	30,000
CAPITAL OUTLAYS	Other Capital Outlays	439-530-00-442.0001	STM WTR MGMT/CAPITAL EXPENSES	29,197	4,130	230,000	230,000
CAPITAL OUTLAYS	Other Capital Outlays	439-530-00-445.0201	STM WTR MGMT/CAPITAL OUTLAY	225,059	336	5,000	5,000
STORM WATER MANAGEMENT TOTAL				\$530,980	\$451,022	\$1,047,735	\$742,163

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - TIF BOND AND INTEREST

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Other Services and Charges	324-560-00-438.0300	PAYING AGENT FEES	6,227	2,000	6,000	6,000
SERVICES & CHARGES	Other Services and Charges	324-560-00-452.0000	TIF B&I TRANSFERS OUT	-	-	-	-
DEBT SERVICE	Payments on Bonds and Other Debt Principal	324-560-00-438.0107	15 REDV DIST BONDS-PRINCIPAL	-	385,000	395,000	410,000
DEBT SERVICE	Payments on Bonds and Other Debt Principal	324-560-00-438.0120	15 ED LEASE RENTAL BONDS	285,000	290,000	295,000	300,000
DEBT SERVICE	Payments on Bonds and Other Debt Interest	324-560-00-438.0207	15 REDV DIST BONDS-INTE	17,806	32,244	25,420	18,375
DEBT SERVICE	Payments on Bonds and Other Debt Interest	324-560-00-438.0208	ECON DEV LEASE BOND 15 INT	112,523	104,760	106,865	88,830
TIF BOND AND INTEREST TOTAL				\$421,556	\$814,004	\$828,285	\$823,205

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - SOUTHEAST GOSHEN TIF

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES AND CHARGES	Professional Services	473-560-00-431.0200	SALARY REIMB	29,560	-	50,000	50,000
SERVICES AND CHARGES	Professional Services	473-560-00-431.0502	CONTR SVCS	354,627	178,637	1,525,000	250,000
SERVICES AND CHARGES	Other Services and Charges	473-560-00-439.0930	OTHER SVC CHGS	8,028	12,448	120,000	120,000
CAPITAL OUTLAYS	Land	473-560-00-441.0000	SE ED TIF/PROPERTY ACQ	-	-	1,100,000	200,000
CAPITAL OUTLAYS	Infrastructure	473-560-00-442.0000	SE ED TIF/CAPITAL PROJ	270,297	2,394,771	12,900,000	5,060,000
SERVICES AND CHARGES	Other Services and Charges	473-560-00-452.0000	TRANSFERS OUT	820,869	819,000	823,785	817,919
SOUTHEAST GOSHEN TIF TOTAL				\$1,483,381	\$3,404,856	\$16,518,785	\$6,497,919

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - TIF LIPPERT/DIERDORFF

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	474-560-00-431.0502	TIF LIPPERT/DIERDORFF CONTR SERV	-	4,331	50,000	100,000
TIF LIPPERT/DIERDORFF TOTAL				\$0	\$4,331	\$50,000	\$100,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - CONSOLIDATED RIVERRACE/US33 TIF

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	480-560-00-431.0200	CONS RR/US 33/TIF SALARY RE	35,673	-	50,000	50,000
SERVICES & CHARGES	Professional Services	480-560-00-431.0502	CONS RR/US33 CONTRACTUAL	254,728	123,541	100,000	50,000
SERVICES & CHARGES	Other Services and Charges	480-560-00-439.0930	CONS RR/US33/OTHER SVCS	15,555	74,360	120,000	120,000
SERVICES & CHARGES	Other Services and Charges	480-560-00-452.0000	CONS RR/US33/TRANSFERS OUT	100,000	-	-	-
SERVICES & CHARGES	Other Services and Charges	480-560-00-499.0001	CONS RR/US33/NON APPROPRI	-	-	-	-
CAPITAL OUTLAYS	Land	480-560-00-441.0001	CONS RR/US33/PROP ACQ	-	250,000	750,000	500,000
CAPITAL OUTLAYS	Infrastructure	480-560-00-442.0000	CONS RR/US33/CAPITAL PROJ	1,002,324	523,888	4,775,000	1,975,000
DEBT SERVICE	Payments on Bonds and Other Debt Principal	480-560-00-438.0100	CONS RR/US33-DEBT-PRINCIPA	333,000	333,000	59,575	-
CONSOLIDATED RIVERRACE/US33 TIF TOTAL				\$1,741,280	\$1,304,789	\$5,854,575	\$2,695,000

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - PLYMOUTH AVENUE TIF

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Professional Services	484-560-00-431.0200	TIF PLYM AVE/SALARY REIMB	-	-	-	-
SERVICES & CHARGES	Professional Services	484-560-00-431.0201	TIF PLYM AVE/PROF SVCS	-	-	-	-
SERVICES & CHARGES	Professional Services	484-560-00-431.0502	TIF PLYM AVE/CONTRACTUAL S	-	3,000	-	-
SERVICES & CHARGES	Other Services and Charges	484-560-00-439.0930	TIF PLYM AVE/OTHER SERVICE	1,397	-	-	-
CAPITAL OUTLAYS	Infrastructure	484-560-00-442.0000	TIF PLYM AVE/CAPITAL PROJ	-	850	271,768	7,614
PLYMOUTH AVENUE TIF TOTAL				\$1,397	\$3,850	\$271,768	\$7,614

CITY OF GOSHEN, INDIANA

2023 BUDGETED APPROPRIATIONS - AMERICAN RESCUE PLAN

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
PERSONAL SERVICES	Professional Services	176-510-00-411.0000	ARP/PERSONAL SERVICES	-	-	300,000	300,000
SUPPLIES	Professional Services	176-510-00-411.0001	ARP/SUPPLIES	-	-	-	300,000
SERVICES & CHARGES	Professional Services	176-510-00-431.0000	ARP/SERVICES & CHARGES	-	-	800,000	500,000
CAPITAL OUTLAYS	Professional Services	176-510-00-444.0000	ARP/CAPITAL OUTLAYS	-	-	2,200,000	2,200,000
AMERICAN RESCUE PLAN TOTAL				\$0	\$0	\$3,300,000	\$3,300,000

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/14/2022 8:52:19 AM

Ordinance / Resolution Number: 5135

Be it ordained/resolved by the **Goshen City Common Council** that for the expenses of **GOSHEN CIVIL CITY** for the year ending December 31, 2023 the sums herein specified are hereby 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 **GOSHEN CIVIL CITY**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Goshen City Common Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Goshen City Common Council	Common Council and Mayor	10/10/2022

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$500,000	\$0	0.0000
0101	GENERAL	\$28,976,882	\$17,035,500	1.3257
0180	DEBT SERVICE	\$370,950	\$384,400	0.0299
0341	FIRE PENSION	\$566,620	\$0	0.0000
0342	POLICE PENSION	\$424,230	\$0	0.0000
0706	LOCAL ROAD & STREET	\$600,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$4,387,125	\$2,750,000	0.2140
1191	CUMULATIVE FIRE SPECIAL	\$250,000	\$615,100	0.0479
1301	PARK & RECREATION	\$3,353,165	\$3,801,100	0.2958
2102	AVIATION/AIRPORT	\$381,900	\$139,300	0.0108
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$124,313	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$735,000	\$923,600	0.0719
2411	ECONOMIC DEV INCOME TAX CEDIT	\$2,430,250	\$0	0.0000
6290	CUMULATIVE SEWER	\$200,000	\$615,100	0.0479
		\$43,300,435	\$26,264,100	2.0439

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
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Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	PROBATION DEPARTMENT	\$103,639
9501	ECONOMIC IMPROVEMENT DISTRICT	\$101,000
9502	LAW ENFORCEMENT CONTINUING EDUCATION (LECE 1)	\$0
9503	COURT FEES	\$56,750
9504	ARP Fiscal Recovery Fund	\$3,300,000
9505	RESIDENTIAL LEASE FEES	\$88,155
9506	LAW ENFORCEMENT CONTINUING EDUCATION (LECE 2)	\$34,000
9507	TIF BOND AND INTEREST	\$823,205
9508	Public Safety LOIT	\$2,399,000
9509	Township Fire Support	\$400,000
9510	REDEVELOPMENT NON-REVERTING	\$215,179
9511	STORM WATER MANAGEMENT	\$742,163
9512	TIF Lippert/Dierdorff	\$100,000
9513	SOUTHEAST GOSHEN TIF	\$6,497,919
9514	CEMETERY CAPITAL IMPROVEMENT	\$0
9517	Unsafe Buildings	\$85,000
9518	PLYMOUTH AVE. TIF	\$7,614
9521	CONS RR/US 33 TIF	\$2,695,000
		\$17,648,624

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)
 Approved by the State Board of Accounts, 2015
 Prescribed by the Department of Local Government Finance

Budget Form No. 4
 Generated 9/14/2022 8:52:19 AM

Name		Signature
Megan Eichorn	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Julia King	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Doug Nisley	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Gilberto Perez, Jr.	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Donald Riegsecker	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Matt Schrock	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Brett Weddell	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

ATTEST

Name	Title	Signature
Richard R. Aguirre	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
Jeremy Stutsman	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes No



Minutes of the Goshen Common Council – Regular Meeting of Sept. 21, 2021

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

Mayor Jeremy Stutsman called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance

Mayor Stutsman swore into office Donald Riegsecker as District 1 council member, replacing Jim McKee, who resigned after moving out of the district. Riegsecker provided a copy of his “Certificate of Selection for Appointment Pro Tempore to a Local Office,” certifying that he was selected for appointment to the vacant office of District 1 council member for the remainder of the term expiring Dec. 31, 2023 (Exhibit 1). After being sworn into office, Councilor Riegsecker signed the oath of office as did Mayor Stutsman and Clerk-Treasurer Aguirre (Exhibit 2).

Present:	Megan Eichorn (District 4)	Julia King (At-Large)	Doug Nisley (District 2)
	Gilberto Pérez Jr. (District 5)	Donald Riegsecker (District 1)	
	Matt Schrock (District 3)	Council President Brett Weddell (At-Large)	

Absent: Youth Advisor Adrian Mora (Non-voting)

Mayor Stutsman asked the council's wishes regarding the minutes of the council's Sept. 7, 2021 meeting and its Sept. 10 Executive Session. **Council members King/Eichorn moved to approve the minutes of the Sept. 7, 2021 meeting and the Sept. 10, 2021 Executive Session as submitted. Motion passed 7-0.**

Minutes of Sept. 10, 2021 Executive Session of the City Council: As specified by the Indiana Open Door Law, Clerk-Treasurer Aguirre read the minutes of the Sept. 10, 2021 Executive Session of the City Council. The council met at the Chamber of Commerce, 232 South Main Street, in Goshen. All eligible council members were present (District 1 Councilor McKee had previously resigned and there was not yet a replacement). Mayor Stutsman called the meeting to order at 9:05 a.m. The council discussed the possible purchase or lease of real property. No votes were taken and no other matters were discussed. Councilors Weddell/King moved to adjourn the meeting and the motion passed 6-0. Mayor Stutsman adjourned the meeting at 10:47 a.m.

Mayor Stutsman presented the agenda of the Sept. 21, 2021 council meeting with one added item – a public hearing on Ordinance 5097. **Council members Nisley/King moved to approve the agenda. Passed 7-0.**

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

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 a First Reading.

Mayor Stutsman said Ordinance 5099 was the proposed city budget for 2022. He provided an overview and made the following points:

- The budget packet included the Mayor's Budget Letter for 2022 and a summary of the City's budget status and why the mayor was proposing more spending in the coming year to reduce account balances and to appropriately use city tax revenue.
- The City has done a phenomenal job over the past six years building cash balances by saving money and preparing for bad times.
- Because of reduced spending in 2020, the City ended up with more funds in accounts than intended. So, the Mayor has proposed spending down those accounts over the next 2-3 years.
- The Mayor wants to maintain six months of cash balances, in general, and believes this can be done.
- Amber Nielsen, a manager at Baker Tilly, was present and would provide a budget overview.
- The Mayor said Deputy Clerk-Treasurer Jeffery Weaver and Clerk-Treasurer Aguirre have been great to work with on the budget. They and various city Department heads are present and can answer questions.
- The Mayor is working hard with City staff to continue to respect and watch tax dollars. When he eventually leaves office, the Mayor wants the City to be well positioned for the next flood, pandemic or other major emergency and that it will be able to continue providing great services.
- If there are any changes, either in three or seven months, that show that City income is not coming in as expected, the Mayor and Departments heads will research the situation and will make appropriate decisions to protect city funds.

Amber Nielsen, a manager at Baker Tilly's office in Mishawaka, gave a PowerPoint presentation (Exhibit 3) and made additional comments in response to questions and comments from council members. Key points:

- The City's "Big Four" funds are comprised of the General Fund, the Motor Vehicle Highway (MVH) Fund/Motor Vehicle Restricted funds, the Parks Department budget and the Public Safety Local Option Income Tax (LOIT) fund. Together, the big four comprise 93% of the City's payroll and benefits, 87% of supplies purchased for the City, 64% of services and charges and 73% of the City's capital budget.



- From 2011 to 2020, the cash balances, revenues and expenditures of the big four increased. All other City budgeted funds also have increased over the same period.
- Reserves in the big four have increased from 2011 to 2020. Cash balances especially increased between 2019 and 2020. When reserves rise above 50%, as is the case now, the reserves should be spent to provide City services. Reserves in all other city budgeted funds also have increased over the same period. And the plan is to spend down some of those funds in 2020.

Mayor Stutsman said that reserve funds increased because several major projects in 2019 were delayed for various reasons, so not as much was spent as budgeted. Mayor Stutsman said that in 2020, spending was pulled back to 80% because the state was warning of revenue losses of up to 15% for cities early in the COVID-19 pandemic.

However, the predicted losses didn't happen. Instead, the Mayor said, the city only lost about 2% to its income tax lines. And that is why reserves grew so large, he said.

Amber Nielsen said that in response to the state's estimates, the City prepared for the worst. Nielsen continued her presentation by providing the following information:

- The city's certified net assessed value has increased steadily since 2015, which is good and important because an increasing assessed value helps the City drive down tax rates, which is good for residents, and stabilizes circuit breaker credits.

(By way of background, according to the State of Indiana, an Indiana taxpayer's property tax bill is capped at a set percentage of his or her property's assessed value. The difference between the gross tax bill and the net tax bill is commonly referred to as a "circuit breaker credit." Circuit breaker credits are summed together at a taxing district level and proportionally allocated to taxing units. Circuit breaker credits serve as a reduction in revenues relative to a taxing unit's levy.)

- An analysis of historical levies, circuit breakers, assessed values and tax rates for the City of Goshen, shows that in 2014, the City had \$4.5 million in circuit breaker credits. That means that if the circuit breaker tax credit law didn't exist, the city would have received \$4.5 million in tax revenue as well as additional revenue for other years dating back to 2011.
- Since 2010, the City has absorbed more than \$38 million of lost revenue due to the circuit breaker. The projected losses in 2022 are estimated to be \$2.66 million.
- As in the past, the Mayor and Department heads have developed the proposed 2022 budget to match as closely as possible the available revenue with the cost of providing services.
- The City's certified property tax growth rate is 4.3% for 2022, which is only slightly higher than the growth rate of 4.2% in 2021.
- The City is eligible to apply for an excess three-year growth appeal, because its average assessed value growth over the past three years exceeds the statewide average. If the appeal is approved by the state Department of Local Government Finance, the City could receive an additional \$300,000 in property tax revenue.
- The City's 2022 net assessed value has been certified by the county as increasing 6.7% over the value in 2021. As a result, the City's property tax rate will decrease to 1.4524 from the 2021 rate of 1.457.



- For 2022, the City is budgeting for an increase in expenditures and a decline in cash balances. However, cash reserves may end up being higher than currently budgeted. Despite the drop in operating balances, the balances still should be above prudent levels.
- For 2022, the City's certified net assessed values are expected to continue to increase.
- Baker Tilly is working with the Clerk-Treasurer's Office to develop a comprehensive plan to facilitate better planning for a multi-year budget as well as better tracking of cash reserves.
- Finally, the City will receive about \$6.8 million in federal grant funds from the American Rescue Plan. Half of the funds already have been received and the remainder should be received in summer 2022. The City is developing plans to use the funds in compliance with eligible spending categories.

Mayor Stutsman said that for various reasons, the City of Goshen was one of the state's hardest-hit communities when circuit breakers took effect. He said former Mayor Allan Kauffman built cash reserves, which enabled the City to withstand the circuit breaker's resulting tax revenue reductions. Mayor Stutsman said Kauffman established a rule – still in effect – that Departments should spend no more than 95% of their budgets, so that 5% of funds could always be carried over into the next budget. The Mayor said some Departments spend all of the funds appropriated and some spend less, but the average carryover has remained at 5%.

Moving forward, the Mayor said he is proposing the City spend 100% of budgets the next two years. Still, the Mayor said he doesn't anticipate some capital budget lines will be fully spent because of the size of projects and the time necessary to complete them. It could take two or three years to complete some major projects, but the Mayor said the proposed budget would allow major projects to begin. A five-year plan, under development now, will allow for better management of expenditures, the Mayor said.

Mayor Stutsman said he was prepared to review the budget with the council, department by department and budget line by budget line. However, the Mayor said he understood that all questions might not be raised at the meeting, so he invited councilors to consult with him over the coming weeks if they had questions, concerns or suggestions. The Mayor said he would clear his schedule to allow for these meetings at any time convenient to councilors.

Council President Weddell said he understood that all funds appropriated for 2022 might not be spent in that year. Weddell asked if funds not spent would be re-appropriated in the following year or years.

Mayor Stutsman described the process for developing the budget and said that by October each year, the Mayor and Department heads determine which funds can be spent by the end of the year and which will need to be carried over to the following year through encumbrances.

Because no questions were asked about the Mayor's Budget Letter for 2022, the Mayor guided council members through a comprehensive review of the 2022 Spending Plan for the City of Goshen, a 57-page document prepared by Deputy Clerk-Treasurer Jeffery Weaver, CPA.

By way of background, the spending plan includes the 2019 and 2020 actual expenditures and 2021 budgeted amounts in addition to the Mayor's proposed 2022 budget. The proposed budget was the result of hours of conversations, strategy sessions, and planning with the Mayor and all department heads. When approved by the City Council, it will be submitted for review by the Indiana Department of Local Government and Finance.



The 2022 Spending Plan for the City of Goshen included schedules for the following general funds: Common Council, Mayor's Office, Clerk-Treasurer's Office, Legal Department, Court, Board of Works, Cemetery, Community Relations Commission, Engineering, Planning and Zoning, Central Garage, Police, Fire, and Environmental Resilience.

The spending plan also included schedules for the following: Debt Service, Fire Pension, Police Pension, Local Road and Streets, Motor Vehicle Highway, Motor Vehicle Highway Restricted, Cumulative Capital Improvement Fire, Park and Recreation, Aviation, Cumulative Capital Improvement, Cumulative Capital Development, Cumulative Capital Improvement/Storm Sewer, Economic Development, Income Tax, Probation, Economic Improvement District, Public Safety Local Option Income Tax, Court Fees, Unsafe Building, Residential Lease Fees, Law Enforcement Continuing Education (#2), Redevelopment Non-Reverting, Storm Water Management, TIF Bond and Interest, Southeast Goshen TIF, TIF Lippert/Dierdorff, Construction River Race/U.S. 33 TIF, TIF Plymouth Avenue and American Rescue Plan Grant.

Mayor Stutsman introduced each fund and asked council members if they had any questions or concerns.

No questions were asked about the Council budget, but Councilor Riegsecker asked how split employees – those for the City and Utilities Department – were accounted for in the budget. Mayor Stutsman said about \$1 million is transferred from Utilities into the City budget and Utilities makes a payment in lieu of taxes of about \$500,000.

For the budget of the Mayor's Office, Mayor Stutsman said there is a proposed budget increase because the department has several split employees and is projecting higher costs for office expenses and travel.

For the Clerk-Treasurer's Office, the Mayor said the budget has a proposed increase because of the salaries of split employees, a grant manager was added mid-year and there are expected to be new costs for accounting software as well as a new time-keeping system for City employees.

Mayor Stutsman said the Legal Department has a proposed budget increase because he wants to add new full-time city employee – an attorney – to handle an increased office workload. Council President Weddell asked Mayor Stutsman and City Attorney Bodie Stegelmann if the small requested budget increase for salaries was enough to cover the new attorney. Mayor Stutsman said he would check if the projected increase was accurate and report back at the next council meeting.

No questions were asked about Courts.

For the proposed budget for the Board of Works, Mayor Stutsman said he was requesting increases for: salaries because he added two Board members; professional services to handle more projects; rising insurance and utility costs, and higher trash collection fees and curbside recycling. In response to questions from council members, Director of Environmental Resilience Aaron Sawatsky Kingsley clarified the costs. Mayor Stutsman pledged to bring any proposal for higher recycling costs to the council for consideration.

Mayor Stutsman said he was proposing adding \$1 million to the Board of Works budget for property acquisition – specifically of distressed homes that could be purchased and renovated to provide more housing. He assured the council that any purchase would have to be approved by the council. In response to a question from Council President Weddell, the Mayor said the homes would not be purchased through the receivership program.



Weddell said he would like further council discussion on this matter, adding that he would be concerned about homes coming off the tax rolls. The Mayor said that would not be his intent. In response to another question, the Mayor said he would want homes sold at market rates. Mayor Stutsman also said he also would be open to reducing the property acquisition fund to \$500,000. Councilor King noted that the council recently reduced the value of property that requires review and approval by the council.

Mayor Stutsman said he also is proposing an increase, to \$2 million, to the fund for capital projects. In response to a question from Council President Weddell, Director of Public Works & Utilities Dustin Sailor clarified how the fund would be used.

The Mayor also noted that there was an error in the amount budgeted for "other equipment." The Mayor said \$1 million was listed in the proposed budget, but the actual amount should have been \$400,000. The Mayor said he would bring a revision to the next council meeting.

There were no questions about the Cemetery Department budget.

For the Community Relations Commission, Mayor Stutsman proposed an increase to make the director a full-time position. He encouraged councilors to take any questions about the budget to CRC Director A.J. Delgadillo.

For the Engineering Department, Mayor Stutsman said he was proposing a new full-time position – an asset management employee. The Mayor said the state is requiring more tracking and the new employee will work closely with the Clerk-Treasurer's Office. Director of Public Works & Utilities Dustin Sailor further explained the work of the new staff member. Councilor King said she believed the city's new approach to tracking the condition of streets and sidewalks is facilitating better management. Sailor said the city now has 126 miles of streets.

There were no questions about the proposed budgets for the Building Department and the Planning Department.

Mayor Stutsman explained recent work by the Central Garage Department and its increasing budget. He said the City has a growing and aging fleet of vehicles and that the department is doing a good job managing it. The Mayor said he added funding for part-time personnel to maintain vehicles.

For the Police Department, Mayor Stutsman said he was proposing more funds to pay for higher salaries to remain competitive with area police departments. The Mayor said he was proposing a 7% pay increase for sworn officers, a higher raise than for other city employees. No new officers would be hired. Police Chief José Miller said the department is down as many as nine officers. Mayor Stutsman added that a part-time employee has been hired to serve the Police Department's IT needs, although the position is paid out of the Engineering Department's budget.

In response to a question from Councilor Eichorn, Mayor Stutsman said he was proposing 3.5% pay increases for Fire Department employees – and all other city employees.

For the Environmental Resilience Department, Mayor Stutsman said he was proposing \$30,000 be added to the budget to hire a part-time forester to help meet summer needs, including tree trimming. The Mayor said he also added \$100,000 to the proposed budget for tree planting. In response to a question from Councilor Eichorn, Director of Environmental Resilience Aaron Sawatsky Kingsley said the \$25,000 budgeted for capital projects would pay for another electric charger for vehicles at the Reith Interpretive Center.

Mayor Stutsman noted that Theresa Sailor, the department's grant manager and educator, has brought in a large number of grants. One of the grants she secured will pay for her salary for two years, the Mayor said.



Another grant helped pay for the new sensory trail at Abshire Park. Council President Weddell said he would like a report on the amount of grants Sailor has generated. The Mayor said he would bring that report to the next council meeting. Director of Environmental Resilience Aaron Sawatsky Kingsley said Sailor has brought in about \$200,000 in grants.

There were no council questions about the Debt Service Fund or the Fire and Police Pension Funds or Local Roads and Streets. Mayor Stutsman discussed the budgets for the Street Department for maintenance and equipment as well as the Cumulative Capital Improvement Fund for Fire Department facilities and equipment.

For the Parks and Recreation Department, Mayor Stutsman said the fund is doing well. Asked about capital projects, Mayor Stutsman said there would be improvements to some of the smaller parks. For example, neighbors have requested new pavilions at two parks and one may be built next year, he said. Parks & Recreation Superintendent Tanya Heyde said funds also will be used for the new maintenance building.

There were no questions about the Aviation Department budget.

Mayor Stutsman said he hopes to use \$214,515 from the Cumulative Capital Improvement fund to help pay for an RV-style vehicle to respond to emergencies. The City hopes to persuade a local company to donate a portion of the cost of such a vehicle, the Mayor said.

From the Cumulative Capital Development Fund, the Mayor said he would like the city to purchase generators for City Hall and the Annex Building so operations can continue during electrical outages. In response to a question, Mayor Stutsman said the police, fire, utilities and street departments already have generators. The Mayor said Greg Imbur, the city's grant manager in the Clerk-Treasurer's Office, will be exploring grant possibilities.

From the Economic Department Income Tax Fund, Mayor Stutsman has proposed providing \$50,000 to the Chamber of Commerce, \$70,000 to Downtown Goshen, Inc., \$75,000 to the Goshen Theater, \$15,000 to the Goshen Historical Society, \$150,000 for vehicle purchases, \$75,000 for airport capital projects, and \$150,000 for City marketing and promotion, including website improvements.

Councilor Nisley cited the need for repairs at the airport and said he could support an increase in funding. Mayor Stutsman said he is proposing the development of a capital plan to better identify future airport needs.

No questions were asked about the Probation Budget or the Economic Improvement District Budget.

Mayor Stutsman described the purposes and the proposed budget for the Public Safety Local Option Income Tax. There were no council questions about that budget or about Court Fees.

Councilor Riegsecker noted there was a \$25,000 error in the total for the proposed budget for the Unsafe Building Fund. The Mayor responded that he would check, but that the error might need to stand for now and be corrected next year because the budget totals already had been provided to the state.

There were no council questions about the Residential Lease Fees, Law Enforcement Continuing Education, Redevelopment Non-Reverting, Storm Water Management and TIF Bond and Interest budgets.

Councilor Riegsecker asked about the nearly \$10 million increase in capital projects in the proposed budget for the Southeast Goshen TIF. Becky Hershberger, head of the city's Redevelopment Commission, said a number of projects had been delayed and the department hopes to complete them in the coming year.



There were no council questions about the Lippert/Dierdorff TIF, the Consolidated River Race/U.S. 33 TIF and the Plymouth Avenue TIF.

Finally, the Mayor said \$3.3 million will be spent from the federal American Rescue Plan next year. He said a plan to spend the funds will be brought to an upcoming council meeting for consideration, but the majority of spending will be dedicated to infrastructure. This ended the review of the 2022 Spending Plan for the City of Goshen.

Mayor Stutsman said that if any council members would like to propose any cuts, he would appreciate councilors meeting with him first, so that the Mayor and any affected Department heads can explain the consequences of cuts. The Mayor repeated that he will make whatever time is necessary to meet with council members on the budget.

Councilor Riegsecker asked for a clarification on the tax rates. Amber Nielsen of Baker Tilly provided an explanation and clarification of the tax rate and the procedures for preparing the budget.

Council President Weddell said the next council meeting will be Oct. 12 and another will be held on Oct. 26. He said the council may pass the budget on Oct. 12, but would have to do so no later than Oct. 26.

Mayor Stutsman opened a public hearing on the city's proposed budget for 2022.

Glenn Null of Goshen asked about the \$75,000 proposed for Downtown Goshen, Inc. Mayor Stutsman said a large portion will be used for First Friday activities. Null said he had a problem with that because Downtown Goshen received the same amount last year, but didn't hold First Friday events because of the COVID-19 pandemic. Null questioned the \$1 million proposed for property acquisition. Null said in the past the city has given such land away, and taxpayers got nothing for it. If such property is acquired in the future, Null said the city should make sure to get paid for the land. Null said that in the mayor's budget letter, he had a problem with the mayor referring to some property owners as "slumlords." He said that word was unacceptable.

In response to Null, Councilor King said Downtown Goshen, Inc. did significant work during the pandemic to support downtown businesses. Null responded that the funds provided still should have been used for First Friday activities. Mayor Stutsman said Downtown Goshen was provided funds to support downtown businesses and it did so, including the development of a coupon sales program that brought in \$30,000 to downtown businesses.

Null also questioned the extra funds proposed for higher trash collection costs. He noted that Elkhart County charges less for trash dumping than other counties. So, Null said those fees wouldn't justify a higher City trash budget. Mayor Stutsman said the future cost will be determined by the bids received and the future tipping fees.

Julia Gautsche of Goshen asked about the housing the city was seeking to attract through subsidies. Mayor Stutsman said the city is seeking attract all types of housing, including affordable housing, but there has been insufficient activity so far. Gautsche said it may be difficult to build the workforce without more affordable housing.

There were no further public comments and Mayor Stutsman closed the public hearing.

Mayor Stutsman asked if council members had further questions or comments.



Weddell asked if the Mayor was proposing five new employees be hired – one for the Legal Department, one for the Community Relations Commission, two for the Engineering Department and one for the Central Garage. Mayor Stutsman said one of the Engineering positions, to provide IT service to the Police Department, was added this year. So, the Mayor said he is proposing four new employees in 2022.

Mayor Stutsman called the question. On a roll call vote on First Reading, Ordinance 5099 passed 7-0.

2. Resolution 2021-29: Approve and Authorize the Filing of a Petition for an Excess Levy Appeal

Resolution 2021-29 would establish that the Goshen Common Council has determined that the City of Goshen will be unable to carry out the governmental functions committed to it by law for 2022 under the current statutory levy limitations without relief from those levy limitations. Resolution 2021-29 would further approve and authorize the filing of the Petition to Appeal for an Increase Above the Maximum Levy as attached to this resolution, along with all other supporting documentation to justify this appeal in accordance with Indiana Code § 6-1.1-18.5-12, and authorizes the Mayor and Clerk-Treasurer to sign any documents necessary for such Petition. Due to challenges in retaining and recruiting public safety employees, it has been determined that it is necessary for the City of Goshen to increase wages paid to public safety employee positions. The anticipated budget increase for 2022 for this purpose is \$564,000. Baker Tilly Municipal Advisors, LLC recommends that the City of Goshen file a petition with the Department of Local Government Finance for relief from the statutory levy limitations due to a three-year growth factor that has been calculated to be 5.82% which exceeds the statewide average of 3%. The maximum allowable levy appeal for three-year growth is estimated to be \$305,457.

Mayor Stutsman asked that the resolution be introduced. Council President Weddell asked the Clerk-Treasurer to read Resolution 2021-29 by title only, which was done.

Weddell/Eichorn moved for passage of Resolution 2021-29.

Mayor Stutsman explained that the council held a public hearing on the proposed levy appeal on Sept. 7 and the matter was before the council for final passage. The Mayor said the question had been asked why the city wanted the additional levy when it already had healthy cash balances. Mayor said the City continues to struggle with police salary costs and he would rather have sufficient funds available for needed City services.

Council President Weddell asked if the levy would be permanent and continue into future years. Amber Nielsen of Baker Tilly said it would continue into future years.

Council President Weddell asked about the impact of the levy on the city's property taxes and on the impact on individual property owners. Nielsen said if approved, the property tax rate for 2022 would decline from the rate in 2021 because of the increased net assessed value of property in the city.



Councilor King asked if the levy appeal was allowed by state law. Nielsen said it is. Nielsen said about two or three other communities in Elkhart County are applying for a levy appeal this year. And Nielsen said she would recommend the City Council approve this appeal.

In response to a question from Council President Weddell, Nielsen confirmed that without a levy appeal, city property taxes would decline by a greater amount than forecast if the levy appeal was approved.

Nielsen answered additional questions about the levy appeal and the impact on property tax payers from Council President Weddell and Councilors Riegsecker, King, Pérez and Schrock.

Mayor Stutsman said the city has \$1.3 billion of net assessed property value and that the added levy would spread out a \$300,000 tax increase among all property owners. Nielsen said the city would be adding about \$300,000 to the \$20.7 million the City already receives in property tax levies.

Riegsecker said he would feel more comfortable if he knew what the rate would be if the added levy was not passed.

Council President Weddell said it was important the city received what it deserved. Councilor King agreed, and noted that state law allows for the levy appeal to compensate communities for their added costs as a result of growth.

Mayor Stutsman said the City should take advantage of opportunities to pay for needed services. And if the council passes on this opportunity, the Mayor said, the City will need to wait three years for another levy appeal. Mayor Stutsman said the City has been fiscally responsible and it would be a mistake to pass on this opportunity. He noted that the City has already lost \$38 million due to circuit breakers.

Nielsen said that if the City declines to file a levy appeal, the property tax rate would be 1.4317 compared to 1.4524 with a successful levy appeal.

Mayor Stutsman asked if anyone from the public wanted to speak on Resolution 2021-29. No one did.

Councilor Schrock asked if property tax rates on property owners and small businesses will be increased if a levy appeal is granted. Mayor Stutsman and Council President Weddell said it would rise slightly, but not for residential property owners. The Mayor reminded councilors that the state would still need to approve the excess levy appeal.

Mayor Stutsman called the question. On a roll vote on final passage, Resolution 2021-29 passed 6-1. Councilors Eichorn, King, Perez, Riegsecker, Schrock and Weddell voted "yes." Nisley voted "pass" and later changed his vote to "no."

3. Ordinance 5096 (Second Reading): An Ordinance of the City of Goshen, Indiana, authorizing the issuance and sale of bonds of the city

Ordinance 5096 sets forth the background, rationale, terms and conditions for authorizing the issuance and sales of the City for the purpose of providing funds to be used for the costs of the acquisition, renovation and construction of City administration buildings, office space and infrastructure, together with all necessary appurtenances, related improvements, equipment and incidental expenses in connection therewith.



Based upon the advice of the consultants for the City on the Project, the council has determined that the estimated cost of the Project and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds to finance the Project will be in an amount not to exceed \$3,500,000. The Project would be financed by the issuance of general obligation bonds in an amount not to exceed \$3,500,000.

Mayor Stutsman called the agenda item and Council President Weddell asked the Clerk-Treasurer to read Ordinance 5096 by title only, which was done.

Weddell/Perez moved for passage of Ordinance 5096 on Second and final Reading.

Mayor Stutsman asked if anyone from the public wanted to speak on Ordinance 5096. No one did.

Hearing no further questions or comments, **Mayor Stutsman asked for a voice vote on the Second and final Reading of Ordinance 5096. Passed 7-0.**

4. Ordinance 5097 (Second Reading): An Ordinance of the City of Goshen Appropriating the Proceeds of the General Obligation Bonds of 2021

Ordinance 5097 would ordain and authorize an appropriation in an amount not to exceed \$3,500,000 to be applied on the costs of the Project and the incidental expenses incurred in connection therewith and on account of the issuance of bonds therefore. It also specifies that the funds to meet said appropriation be provided out of the proceeds of the Bonds in an amount not to exceed \$3,500,000 heretofore authorized; that said appropriation be in addition to all other appropriations provided for in the existing budget and tax levy for the current year. The bond issuance would be to provide for the cost of the acquisition, renovation and construction of City administrative buildings, office space and infrastructure, together with all necessary appurtenances, related improvements and equipment ("Project") and the incidental expenses in connection therewith.

Mayor Stutsman asked if anyone from the public wanted to comment about Ordinance 5097. No one did.

Mayor Stutsman asked for Ordinance 5097 to be introduced on Second Reading. Council President Weddell asked the Clerk-Treasurer to read Ordinance 5097 by title only, which was done.

Weddell/Eichorn moved for passage of Ordinance 5097 on Second Reading.

Mayor Stutsman explained that Ordinance 5097 was introduced at the Sept. 7, 2021 council meeting. Ordinance 5097 would authorize the appropriation of funds raised through the bond sale. At the request of Councilor Riegsecker, Mayor Stutsman explained the background and purposes of the bond. Mayor Stutsman also explained the City's other pending bonds. He said the City has good bonding capacity.



Hearing no further questions or comments from the audience or the council, **Mayor Stutsman asked for a voice vote on the Second and final Reading of Ordinance 5097. Passed 7-0.**

5. Resolution 2021-28: Approving a Written Order and a Determination Concerning the College Avenue Economic Development Area

Resolution 2021-28 would approve the Goshen Plan Commission's Written Order Approving the Declaratory Resolution and the Economic Development Plan for the College Avenue Economic Development Area. Resolution 2021-28 would also approve the Goshen Redevelopment Commission's determination that the area identified as the College Avenue Economic Development Area is an economic development area.

Mayor Stutsman asked that the resolution be introduced. Council President Weddell asked the Clerk-Treasurer to read Resolution 2021-28 by title only, which was done.

Weddell/Perez then moved for the passage of Resolution 2021-28.

Becky Hershberger, the head of the city Redevelopment Commission, said that earlier this month, the Commission adopted a resolution that removed four parcels from the Lippert/Dierdorff TIF and included three of those parcels, plus five others, into a new TIF on East College Avenue. Hershberger said the one parcel not being included is an access drive for the Elkhart County Fairgrounds and there is no reason to include it. She said all eight parcels in the new TIF are owned by a developer who previously appeared before the council for an annexation request. Hershberger said the commission adopted a resolution to amend the boundaries and establish a new TIF. She said this matter went before the Commission earlier in the day, and it adopted an order making this same determination. So, Hershberger was asking that the council approve the order and the Commission's determination that this area meets the determination of an economic development area. She said a partnership of the City and the developer will be needed to develop the area.

Councilor King asked about the changes in boundaries and TIFs. Hershberger explained the background behind the change. There were other comments from Councilors Weddell and King clarifying the matter.

Mayor Stutsman asked if there were any public comments on Resolution 2021-28.

Glenn Null described his understanding of how the TIF would work, adding that the developer would benefit and taxpayers would pay for the improvements. Null said developers will pay for improvements now and delay paying taxes. Mayor Stutsman said that the developer would pay its taxes, but the proceeds would be used for the improvements. Null asked if the school district and Library would be shortchanged. Mayor Stutsman said they would not be affected.

Council President Weddell said improvements would not be made without the TIF. Councilor King said that was one perspective. Null said he believed the City was catering too much to developers.



Mayor Stutsman presented his perspective on TIFs.

Pamela Weishaupt of Goshen, commenting via Zoom, said she opposes the East College Avenue project. She said it is a poor use of funds. Weishaupt said that the city has a housing shortage and this development will not help it.

Allan Kauffman of Goshen said he agreed with Council President Weddell's perspective on TIFs. Without this funding approach, Kauffman said there would be no industrial growth. And without growth, there would be no further excess levy appeals. Kauffman endorsed TIFs as a good way to continue development.

Mayor Stutsman said that housing developers he has spoken with want to build homes in communities that have job growth. King responded that Goshen has many available jobs now. The Mayor agreed.

Hearing no further comments, **Mayor Stutsman called the question and requested a roll call vote on Resolution 2021-28. Passed 5-2. Eichorn, Nisley, Schrock, Riegsecker and Weddell voted yes. King and Perez voted no.**

Privilege of the Floor:

Mayor Stutsman opened a period of public comment.

Glenn Null of Goshen said he appreciated the council moving Privilege of the Floor to the end of the meeting. Null also said that he wishes the council would use the large monitors in the room to display PowerPoint presentations for the benefit of the audience. Null also said he is still waiting for the city to complete work on Hickory Street. Null also questioned the city's manner of repairing streets.

Ron Girardot of Goshen said he and his wife purchased a home in Goshen and he wanted councilors to be aware that the City has poor water quality. He said that before he and his wife purchased a water softener, the hard water ruined their dishwasher and stained a sink. Girardot said the water has a bad taste, so he said his wife purchase drinking water every week. Girardot said the city should spend more money to improve its water quality.

Mayor Stutsman said the Utilities budget can be used to address water quality issues. The civil city budget cannot.

Director of Public Works & Utilities Dustin Sailor said he believes the City's water quality is a matter of perception. He said he believes the water tastes fine. Sailor also said removing certain minerals from the water to possibly improve the taste would be expensive if done citywide.

Council President Weddell said he has hard water and uses a water softener. He said he sympathized with Girardot. Councilor King said her dishwasher becomes clogged because of the water quality.

C.J. Yoder of Goshen said he wishes the city would remove the blight in his neighborhood, specifically behind his backyard. He said he has complained to council members and hasn't received a response. Yoder said his backyard is adjacent to the backyard of Larry Barkes. He said he wishes the City could help resolve the problem, which has persisted since the Barkes home burned on Dec. 12.

Mayor Stutsman said the City has had multiple conversations with the property owner. The Mayor said he knows the situation has improved, but there are still piles of debris in the backyard.



City staff has addressed the situation and learned that if a lawsuit was filed, it would probably extend the time of resolving the matter. Mayor Stutsman also said it takes time to address such issues and that the city was doing the best it can.

Yoder said it would be nice to get updates from council members. Mayor Stutsman said he has responded to neighbors. Councilor King said she doesn't recall hearing about the situation from Yoder. Mayor Stutsman also said the City was pushing Barkes to resolve the situation. Councilor Pérez acknowledged that Yoder has been patient and said he hoped the situation will be resolved soon.

Allan Kauffman of Goshen said he has never before attended a city budget session while seated in the audience and said it was almost as interesting as being on the council side. He praised Mayor Stutsman for fielding so many questions so well about the budget. Kauffman said he was glad Glenn Null was still attending council meetings and making them interesting.

Kauffman said he really wanted to comment on the fact that three people in the front of the room advocated for a federal grant that the Elkhart County Council rejected on Sept. 11. He said Clerk-Treasurer Aguirre and Councilor Perez testified in support of the grant and Mayor Stutsman wrote a letter of support. The Monday after the vote, Kauffman said he met with Elkhart Mayor Rod Roberson, who was also upset about the rejection of the grant. Kauffman said the county council's vote didn't reflect the majority of opinion in Elkhart County. Kauffman said he believes Elkhart County Commissioners and the Elkhart County Council sometimes forget they also represent residents of the cities and the grant would have helped them. Kauffman asked if Goshen and Elkhart could help the county Health Department get the grant. He also said he hopes the county council will reconsider the grant.

Mayor Stutsman said the county council could reconsider its vote if a council member made a motion to reconsider and the grant hasn't already been returned. The Mayor said he and the Elkhart mayor have been exploring whether the grant can be salvaged. Mayor Stutsman said he disagreed with the rationale to reject the grant, pointing out that all federal grants come with conditions. He agreed that the grant would have addressed critical health needs.

Kauffman said the council listened to the people in the room, and he said their opposition to the grant was not reflective of the majority view in Elkhart County. Kauffman also said that he hopes that the Goshen City Council will vote more wisely than the county council if it ever has that opportunity to support the grant.

Councilor Eichorn said she hopes county elected officials and the community will support Elkhart County Health Officer Dr. Bethany Wait, who has been receiving death threats because she is seeking to help the community. Eichorn agreed with Kauffman that the county council only listened to a small minority.

Councilor Pérez said it was a difficult meeting to attend. Given his nearly 20 years of experience in the health field, Perez said he knows many community members need greater access to holistic health care. Pérez said the county council focused only on federal provisions related to COVID-19. Pérez also said he hopes the City and community organizations will support the health outreach grant if the opportunity arises.

Councilor King said she was grateful to those who supported the grant. King said she was surprised there was opposition to the grant and was shocked when it was unanimously rejected.

Council President Weddell said he attended the first hour of the hearing and was seated next to Clerk-Treasurer Aguirre.



While Council President Weddell said he doesn't agree with everything Dr. Wait has said, he believes she has done a good job and would trust her for information along with his own family physician. He said that whether you agree with a person or not, you should treat them with respect. Dr. Wait's mother was present and it must have been difficult for her to be present. Council President Weddell said that over the past year, he has made more referrals for chronic health conditions, as well as mental health issues, than ever before.

Mayor Stutsman closed the Privilege of the Floor at 9:28 p.m.

Mayor Stutsman asked council members their preference for the seating order of councilors. After discussion among council members, councilors decided to switch to alphabetical order for the next meeting as specified under council rules. So, Councilor Nisley will move to the seat formerly used by Jim McKee and Councilor Perez will move to the seat used by Nisley and Councilor Riegsecker will move to the seat used by Perez, next to Councilor Schrock.

Elected Official Reports:

Mayor Stutsman invited council members to visit the new sensory trail at Abshire Park. The Mayor also said he attended a groundbreaking ceremony earlier in the day for a new two-story home being built by Habitat for Humanity. It will be the fourth home to be built this year by Habitat for Humanity.

Council President Weddell provided further background and context about the new home and also affirmed Habitat's involvement.

Mayor Stutsman said he will be gone Monday, Oct. 4 through Thursday, Oct. 7 for the AIM annual meeting in French Lick, but can meet councilors via Zoom as necessary.

Councilor King said there is a home on Queen Street that has been vacant for 20 years and she hopes the City can do something about it. Mayor Stutsman said he would like the City to deal with four or five homes on Queen Street.

Councilor Riegsecker said he will be in Florida for two weeks in October and already purchased airline tickets. If necessary, he asked if he could participate in council meetings through his telephone and vote. Mayor Stutsman said council meetings are available via Zoom and that Councilor Riegsecker could vote by Zoom if necessary.

Council President Weddell reported that the city Redevelopment Commission approved the downtown River District Revitalization Plan, approved a five-year capital plan and allowed staff to negotiate with property owners of the proposed Indiana Avenue apartments across from the middle school. He said the developers have run into some financial difficulties and their banker suggested seeking funding from the Redevelopment Commission. Council President Weddell said the Commission also approved an agreement for the purchase of the former Goodyear Tire property across from the U.S. Post Office and the owners accepted.

Councilor Eichorn said the Community Relations Commissions is holding a retreat on Saturday.

Councilor Perez thanked the City for its partnership for the first Hispanic Heritage Festival on Sept. 17. He said it was a great event and a good opportunity to acknowledge the contributions of the Mayor's Latino Advisory Committee. Perez said the event showed that Goshen's Latino community is alive and well. Mayor Stutsman concurred.



City Communications Coordinator Sharon Hernandez reminded councilors about the city's Touch a Truck event on Sept. 25. Hernandez said it will be a family-friendly event and an opportunity for residents to view city equipment and meet city staff. Mayor Stutsman said all but one Department head would be present.

Councilor Riegsecker said he was looking forward to working with Mayor Stutsman and his council colleagues. Riegsecker also said he was looking forward to doing what he can to move Goshen forward. Mayor Stutsman said he appreciated Councilor Riegsecker stepping up to serve on the council.

Mayor Stutsman also said that he wanted to clarify a remark he made earlier in the meeting. He said he meant to say "less than desirable property" when referring to homes needing repairs and not less desirable persons.

Adjournment

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

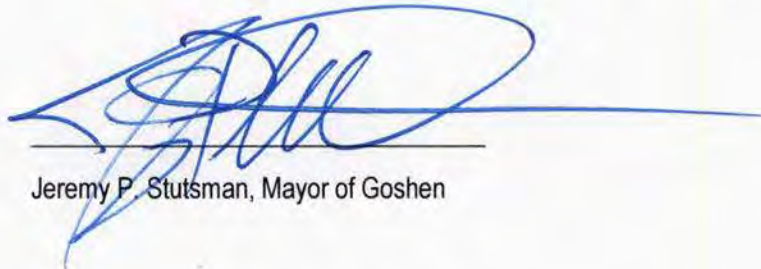
Mayor Stutsman declared the meeting adjourned at 9:38 p.m.

Exhibit 1: Certificate of Selection for Appointment Pro Tempore to a Local Office for Donald Riegsecker

Exhibit 2: Oath of office for Councilor Riegsecker

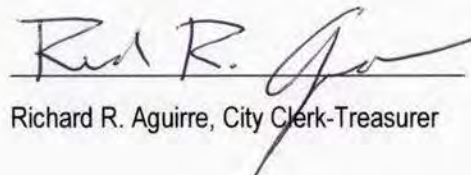
Exhibit 3: 2022 City of Goshen Budget Overview by Amber Nielsen of Baker Tilly (PowerPoint printout)

APPROVED:

A blue ink signature of Jeremy P. Stutsman, Mayor of Goshen, written over a horizontal line. The signature is highly stylized and cursive.

Jeremy P. Stutsman, Mayor of Goshen

ATTEST:

A blue ink signature of Richard R. Aguirre, City Clerk-Treasurer, written over a horizontal line. The signature is cursive and includes the initials "R.R. Aguirre".

Richard R. Aguirre, City Clerk-Treasurer

COUNCIL RESOLUTION 2022-22

Approve and Authorize the Filing of a Petition for an Excess Levy Appeal

WHEREAS if a taxing unit determines that it cannot carry out its governmental functions for an ensuing calendar year under the statutory levy limitations imposed, Indiana Code § 6-1.1-18.5-12 permits the unit to appeal to the Department of Local Government Finance for relief from its levy limitations.

WHEREAS Indiana Code § 6-1.1-18.5-13(a)(2) permits a unit to seek an appeal if the unit’s average assessed value growth over the last three years exceeds the statewide average assessed value growth by at least 2%.

WHEREAS due to challenges in retaining and recruiting public safety employees, and due to the population growth within the City of Goshen, it has been necessary for the City of Goshen to increase staffing levels and increase funding for the mental and physical wellness for public safety employee positions. The anticipated budget increase for 2023 for this purpose is \$696,778.

WHEREAS Baker Tilly Municipal Advisors, LLC recommends that the City of Goshen file a petition with the Department of Local Government Finance for relief from the statutory levy limitations due to a three-year growth factor that has been calculated to be 4.47% which exceeds the statewide average of 3%. The maximum allowable levy appeal for three-year growth is estimated to be \$462,205.

NOW THEREFORE, BE IT RESOLVED that the Goshen Common Council has determined that the City of Goshen will be unable to carry out the governmental functions committed to it by law for 2023 under the current statutory levy limitations without relief from those levy limitations.

BE IT FURTHER RESOLVED that the Goshen Common Council approves and authorizes the filing of the Petition to Appeal for an Increase Above the Maximum Levy as attached to this resolution, along with all other supporting documentation to justify this appeal in accordance with Indiana Code § 6-1.1-18.5-12, and authorizes the Mayor and Clerk-Treasurer to sign any documents necessary for such Petition.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022 at _____ a.m./p.m.

Richard Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

ORDINANCE 5133

**Amend 2022 Compensation Ordinance 5101
for Civil City and Utilities Employees
to Increase Wage Rates for Teamsters Job Classification in Pay Category A**

WHEREAS Ordinance 5101 approved the 2022 minimum and maximum compensation, including wages and benefits, for City of Goshen, Indiana Civil City and Utilities employees.

WHEREAS in order to retain current employees and recruit candidates to fill vacancies in certain Union job classifications, the City and Teamsters Local Union No. 364 wish to increase the wage rates for the Union job classifications in Union Category A, as found in Ordinance 5101, Exhibit C.

NOW, THEREFORE, BE IT ORDAINED by the Goshen Common Council that Ordinance 5101, Exhibit C, 2022 Hourly Wages for Teamster Employees, shall be amended by increasing the wage rates for the Mechanics in Union Category A effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective September 23, 2022, as attached to this Ordinance.

PASSED by the Goshen Common Council on _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2022, at the hour of _____:_____ .m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor

EXHIBIT C - 2022 Wages

(As amended in 2022)

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$28.00	\$30.00	\$32.00
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

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

Union Category C

Assistant Water Treatment Operator/Maintenance Technician

Union Category D

Meter Service Technician
Park Maintenance
Light Equipment Operator
Mechanic Assistant

Union Category E

None



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Common Council
FROM: Rhonda L. Yoder, City Planner
DATE: September 19, 2022
RE: Ordinance 5132

The Goshen Plan Commission met on August 16, 2022, in regular session and considered a request for the vacation of the unimproved north/south alley right of way, extending north from the north side of Pike Street (starting at the expanded INDOT right of way) to the south line of the first east/west alley, generally located between 905 W Pike Street & 311 Huron Street on the east and 907 W Pike Street on the west, zoned Commercial B-3 District, with the following outcome:

Forwarded to the Goshen Common Council with a favorable recommendation by a vote of 7-0.

The recommendation is based upon the following:

1. The proposed vacation will not hinder the growth or orderly development of the neighborhood, as the right of way to be vacated has not functioned as public right of way for many years.
2. The proposed vacation will not make access difficult or inconvenient, as there is no existing public access.
3. The proposed vacation will not hinder access to a church, school or other public building or place, as the existing right of way does not provide any of the described access.
4. The proposed vacation will not hinder the use of the public way, as the area to be vacated has not been used as a public way for many years.
5. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities, and the City shall require and retain a general utility easement over the vacation to provide continued access to the existing facilities within the vacated right of way.

Following the Plan Commission meeting, the Traffic Commission met on August 18, 2022, and unanimously recommended approval of the vacation request.

One inquiry was received prior to Plan Commission from an area resident, asking for clarification of what was being vacated. No questions/concerns/comments were received at Plan Commission.

ORDINANCE 5132
VACATION OF PUBLIC WAYS IN THE CITY OF GOSHEN, INDIANA

A Petition having heretofore been filed with the Common Council of the City of Goshen, Indiana, on the 16th day of June 2022 by the City of Goshen requesting the vacation of certain public ways within the Corporate limits of the City of Goshen, Indiana, and more particularly described therein.

The public hearing before the Goshen City Plan Commission and public hearing before the Common Council of the City of Goshen, Indiana, having been scheduled as to said Petition with the hearing before the Goshen City Plan Commission having been held on the 16th day of August 2022, and with the hearing before the Common Council of the City of Goshen, Indiana, having been held on the 19th day of September 2022, and formal legal publication notice as to said hearings having been published in the Goshen News on the 6th day of August 2022, said legal notice having been published being in the words and figures following.

The Common Council of the City of Goshen having received a recommendation and/or report from the Goshen City Plan Commission and having conducted a public hearing on said Petition on the date set forth in said Notice and being duly advised in the premises now finds as follows:

1. The Petition heretofore filed is in proper order, and that proper legal notices of the public hearing conducted with regard to said Petition have been mailed and published.
2. The vacation of the public ways in question would not hinder the growth or orderly development of the City of Goshen, Indiana, or of the neighborhood in which it is located or to which it is contiguous.
3. The vacation of the public ways in question will not make access to the lands of any property owners within the City of Goshen, Indiana, by means of public way difficult or inconvenient.
4. The vacation of the public ways in question will not hinder the public's access to a church, school, or other public building or place.
5. The vacation of the public ways in question will not hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

NOW THEREFORE, be it ordained, ordered, adjudged, and decreed by the Common Council of the City of Goshen, as follows:

1. That said Petition is hereby, in all respects approved and confirmed and the request therein made to vacate public ways is granted.
2. That the following described public ways situated in the City of Goshen, Indiana, are hereby vacated, said public ways being generally described as follows:

The unimproved north/south alley right of way, extending north from the north side of Pike Street (starting at the expanded INDOT right of way) to the south line of the first east/west alley, generally located between 905 W Pike Street & 311 Huron Street on the east and 907 W Pike Street on the west;

And more particularly described as follows:

That portion of a north-south alley, located between 905 W Pike Street/311 Huron Street and 907 W Pike Street, approximately 16.5' in width, extending north from the northernmost points of the US 33 right of way (Pike Street) to the intersection with the south line of the first east-west alley;

And more particularly described as follows:

In the plat of Hess' Riverdale Addition to the City of Goshen, Indiana, the right of way between Lots 115 and 91, between Lots 116 and 90, and between portions of Lots 117 and 89, as found in Deed Volume 84, Page 421, Office of the Recorder of Elkhart County, Indiana.

3. That title in fee simple to the vacated right of way shall be transferred to the adjoining property owners in the above described real estate.
4. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities. Further, with this vacation the City shall require and retain a general utility easement over the entire vacation.
5. This Ordinance shall become effective upon passage by the Council, approved by the Mayor. The Planning office of the City of Goshen shall be responsible for the recording of this Ordinance. A copy of this Ordinance stamped by the County Recorder as having been filed in that office shall be provided to the petitioners by the Planning office of the City of Goshen, with the petitioner being responsible for the recording expenses.

PASSED by the Common Council of the City of Goshen on _____, 2022.

 Presiding Officer

Attest:

 Printed Name: _____
 Title: _____

PRESENTED to the Mayor of the City of Goshen on _____, 2022 at _____ a m./p m.

 Printed Name: _____
 Title: _____

APPROVED AND ADOPTED by the Mayor of the City of Goshen on _____, 2022.

 Jeremy P. Stutsman, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Rhonda Yoder

This instrument prepared by: Rhonda Yoder, Goshen City Planning, City of Goshen, Indiana

To: Goshen City Plan Commission/Goshen Common Council
From: Rhonda L. Yoder, Planning & Zoning Administrator
Subject: 22-01V, Vacation of a North/South Alley, North of Pike Street
Date: August 16, 2022

ANALYSIS

The City of Goshen requests the vacation of the unimproved north/south alley right of way, extending north from the north side of Pike Street (starting at the expanded INDOT right of way) to the south line of the first east/west alley, generally located between 905 W Pike Street & 311 Huron Street on the east and 907 W Pike Street on the west. The subject property is zoned Commercial B-3.

The area to be vacated has not been used as a travel route for many years, has been a source of repeated maintenance complaints, and is an area the City cannot effectively maintain. Prior to the effective date of the alley vacation, the City intends to remove any remaining hard surface, remove existing barriers and restore the area with seed/mulch.

Based on consultation with INDOT, which has jurisdiction of Pike Street, the alley vacation should begin and extend north from INDOT's expanded right of way (approximately as shown on the aerial layout).

Based on responses from utility providers, there are existing utilities in the area to be vacated, so a general utility easement is required for the vacated area.

The Traffic Commission is scheduled to review the proposed vacation on August 18, 2022, after the Plan Commission meeting, so the Traffic Commission recommendation will be provided to the Council along with the Plan Commission recommendation.

According to Indiana Code 36-7-3-13 remonstrance or objection to a vacation may only be filed on the following grounds:

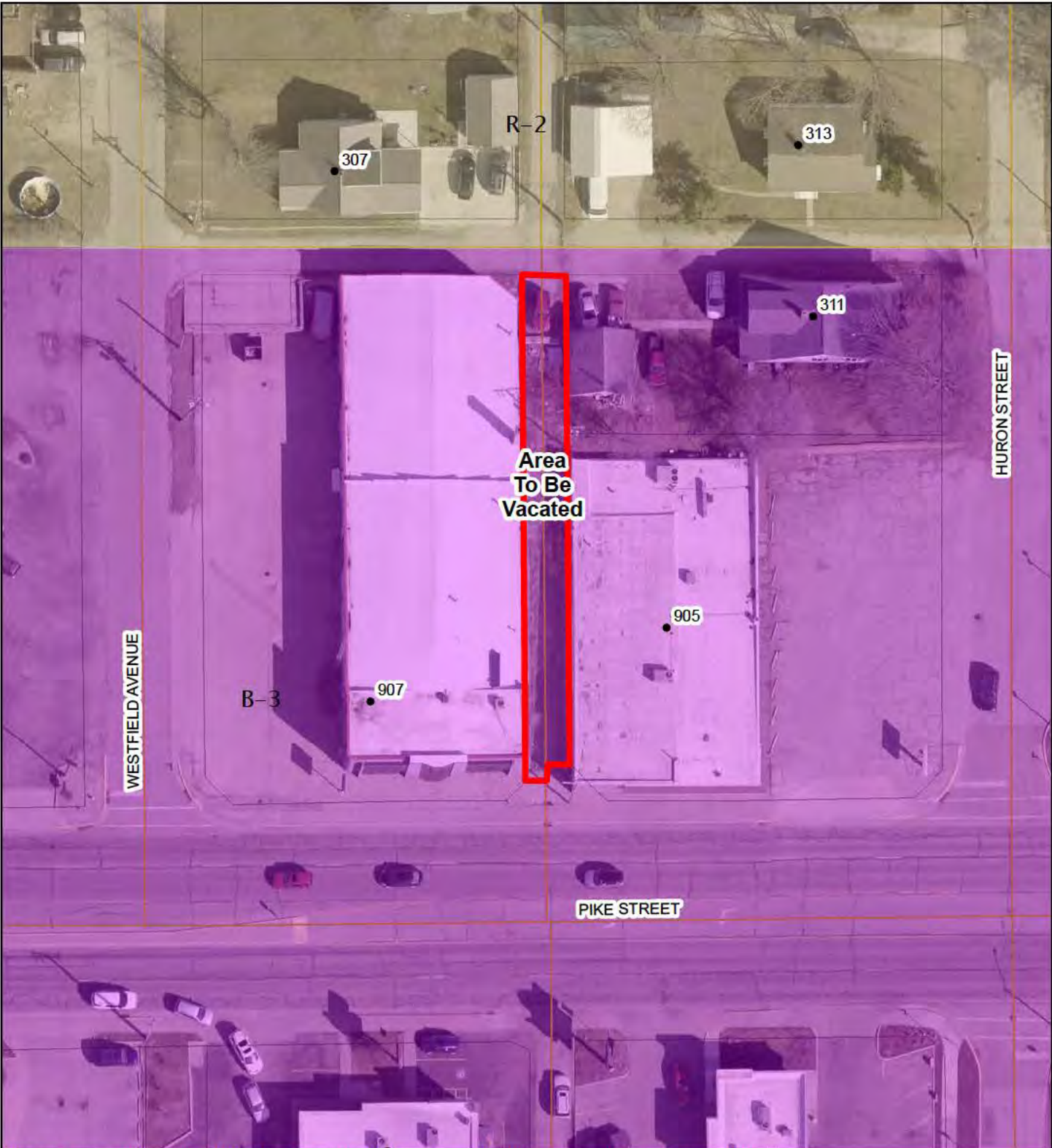
- (1) *The vacation would hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous.*
- (2) *The vacation would make access to the lands of the aggrieved person by means of public way difficult or inconvenient.*
- (3) *The vacation would hinder the public's access to a church, school, or other public building or place.*
- (4) *The vacation would hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.*

Because the right of way is generally unimproved and does not currently provide access, the vacation will not impact access or use of the public way. Following the vacation, the vacated area will be transferred to the adjoining property owners. Adjoining property owners received a letter from Goshen Engineering in late June, explaining the proposed vacation and tentative review/meeting schedule, and each adjoining owner also received notice of the Plan Commission and Council public hearings.

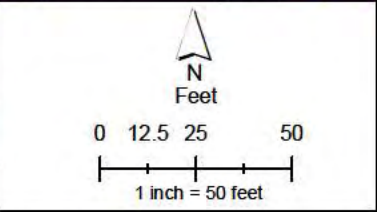
RECOMMENDATIONS

Staff recommends the Plan Commission forward a favorable recommendation to Goshen Common Council for, and the Common Council approve, the vacation of the unimproved north/south alley right of way, extending north from the north side of Pike Street (starting at the expanded INDOT right of way) to the south line of the first east/west alley, generally located between 905 W Pike Street & 311 Huron Street on the east and 907 W Pike Street on the west, based upon the following:

1. The proposed vacation will not hinder the growth or orderly development of the neighborhood, as the right of way to be vacated has not functioned as public right of way for many years.
2. The proposed vacation will not make access difficult or inconvenient, as there is no existing public access.
3. The proposed vacation will not hinder access to a church, school or other public building or place, as the existing right of way does not provide any of the described access.
4. The proposed vacation will not hinder the use of the public way, as the area to be vacated has not been used as a public way for many years.
5. That these proceedings shall not deprive any public utility of the use of all or part of the public ways herein being vacated if, at the time these proceedings were initiated, the utility was occupying and using all or part of that public way for the location and operation of its facilities, and the City shall require and retain a general utility easement over the vacation to provide continued access to the existing facilities within the vacated right of way.



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



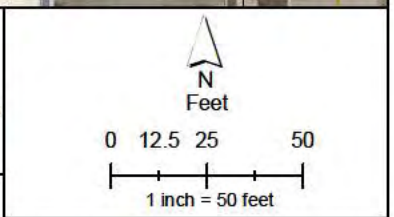
North/South Alley - Between 905 W Pike/311 Huron & 307 W Pike

Zoning Map & 2021 Aerial
 Printed June 22, 2022

The City of Goshen
 Department of
 Planning & Zoning
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-3600 Fax: 574-533-8626



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North/South Alley - Between 905 W Pike/311 Huron & 307 W Pike

2021 Aerial
 Printed June 22, 2022

The City of Goshen
 Department of
 Planning & Zoning
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-3600 Fax: 574-533-8626





**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

RE: Ord. 5134 – Bond Issuance for Greenwood Rental Properties (Indiana Avenue Apartments)

DATE: September 19, 2022

Ordinance 5134 is being presented to the City Council for first reading. A copy of the ordinance, along with all of the draft financing documents as exhibits, is included. This ordinance authorizes the City's issuance of a taxable Economic Development Revenue bond specifically for the Indiana Avenue Apartment Project and the issued bonds will be purchased by Greenwood Rental Properties, LLC, or their bank, to fund infrastructure components for their project.

An Economic Development Commission (EDC) meeting is being planned for Monday, October 10th. We intend to then bring this ordinance back to the Council the same evening for the second reading. Between now and then, we will be working with the City's bond counsel, Ice Miller, the City's financial advisors, Baker Tilly, Greenwood Rental Properties, LLC and First State Bank to finalize the financing documents.

The issuance of this bond and all the terms associated with it are in line with the Development Agreement that was approved by the Goshen Redevelopment Commission, City Council and Board of Works & Safety last spring. Although the project is underway, the issuance of this bond is necessary to allow for the project to be fully completed in 2023.

GOSHEN COMMON COUNCIL

ORDINANCE NO. 5134

ORDINANCE AUTHORIZING THE CITY OF GOSHEN,
INDIANA TO ISSUE ITS "TAXABLE ECONOMIC
DEVELOPMENT REVENUE BONDS, SERIES 2022 (INDIANA
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 Greenwood Rental Properties, 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 collected in the Indiana Avenue Allocation Area (each 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 Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) ("Bonds"), pursuant to this ordinance to finance the construction of infrastructure improvements, including but not limited to, water, sewer, electrical and road improvements, including sidewalks, construction of footers and slabs associated with multi-family residential units assessed as commercial property together with all necessary appurtenances and related improvements (collectively, "Project") needed to serve the multi-

family residential development ("Facility") to be constructed by the Company, in or physically connected to the Indiana Avenue Allocation 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 Agreement; the Trust Indenture (including form of Bonds) between the Issuer and U.S. Bank Trust Company, National Association, 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 (collectively, "Financing Documents");

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 Project to serve the Facility, in or physically connected to the Indiana Avenue Allocation 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 Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) ("Bonds"); (iii) utilizing the proceeds of the Bonds for the construction of the Project to serve the Facility; (iv) the payment of the Bonds from TIF Revenues collected in the Indiana Avenue Allocation Area; 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 Project to serve the Facility 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 multi-family housing to assist in alleviating the housing shortage in the City 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, creation of multi-family housing 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 Facility 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 Facility 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 Facility and the construction of the Facility 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 January 1, 2046, in the aggregate principal amount not to exceed \$2,500,000. The Bonds are to be issued for the

purpose of procuring funds to pay the costs of construction of the Project to serve the Facility, 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 collected in the Indiana Avenue Allocation Area 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, payable semiannually on January 1 and July 1. The Bonds shall be subject to optional redemption prior to maturity at the option of the City, on any date, upon ten (10) days' written notice, at face value, plus in each case accrued interest to the date fixed for redemption, with no premium, as further 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 collected in the Indiana Avenue Allocation Area.

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 not bear interest.

Section 6. The Bonds may be both purchased by the bond purchaser in installments and drawn down by the Company in installments (subject to the Internal Revenue Code).

Section 7. 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 U.S. Bank Trust Company, National Association ("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 8. 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 9. 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 10. 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 3rd day of October, 2022.

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 October, 2022, at the hour of __:__ .m.

Clerk-Treasurer

This ordinance approved and signed by me, the Mayor of the City of Goshen, Indiana, on the ____ day of October, 2022, at the hour of __:__ .m.

Mayor

EXHIBIT A

Financing Documents

(Attached)

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT, dated as of the _____ day of _____, 2022, by and between the City of Goshen, Indiana ("City" or "Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana and Greenwood Rental Properties, LLC ("Purchaser" and "Company").

WITNESSETH:

WHEREAS, the City has duly authorized the issuance of its bonds designated "Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project)" ("Bonds") in the aggregate principal amount of \$_____ by the adoption of its Bond Ordinance on _____, 2022, a correct copy of which is incorporated herein by reference ("Bond Ordinance") and as described in the Trust Indenture, dated as of _____ 1, 2022 ("Indenture") between the City and U.S. Bank Trust Company, National Association, 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 a purchase price of the par amount of the Series 2022 Bonds (\$_____). The Bonds shall be paid for in installments, and the first installment shall be in the amount of \$_____. The Bonds shall be dated their date of issuance [and shall bear interest at the rate of ____% per annum] [shall bear no interest], 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 2022 Bonds and the TIF Revenues as it deems to be necessary in connection with investment in the Series 2022 Bonds. It has received, read and had an opportunity to comment upon the Indenture, the Series 2022 Bonds, the TIF Pledge Resolution ("TIF Resolution")

and the Financing Agreement. Prior to the purchase of the Series 2022 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 2022 Bonds, the tax status of the Series 2022 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 and the Redevelopment Commission possess 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 2022 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 2022 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 2022 Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2022 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.
- (v) It understands that the Series 2022 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 2022 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 2022 Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2022 Bonds.

- (vi) It has investigated the security for the Series 2022 Bonds, including the availability of TIF Revenues to its satisfaction, and it understands that the Series 2022 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 2022 Bonds.
- (ix) It understands that interest on the Series 2022 Bonds is taxable for federal income tax purposes.
- (x) 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.

GREENWOOD RENTAL PROPERTIES, 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 ten (10) 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 semiannually on January 1 and July 1, at a redemption price equal to the amount of TIF Revenues (as defined in the Indenture) received by the Goshen Redevelopment Commission and deposited in the Bond Fund in the manner prescribed in Sections 4.2 and 4.6 of the Indenture.

FINANCING AND COVENANT AGREEMENT

BETWEEN

GREENWOOD RENTAL PROPERTIES, LLC

AND

CITY OF GOSHEN, INDIANA

Dated as of _____ 1, 2022

The rights of the Issuer hereunder have been assigned to U.S. Bank Trust Company, National Association, Indianapolis, Indiana, as Trustee under a Trust Indenture dated as of the date hereof from the Issuer.

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FINANCING AND COVENANT AGREEMENT

This is a FINANCING AND COVENANT AGREEMENT dated as of _____ 1, 2022 ("Financing Agreement") by and between GREENWOOD RENTAL PROPERTIES, 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") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and an allocation area coterminous with the Area known as the Consolidated River Race/US 33 Allocation Area ("Original Allocation Area") in accordance with IC 36-7-14-39 for the purpose of capturing real property taxes generated from the incremental assessed value of real property located in the Original Allocation Area ("Tax Increment"), and adopted an economic development plan, as amended (collectively, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area, pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), after public hearings (collectively, "Area Resolution").

The Area Resolution established two allocation areas, including the Indiana Avenue 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 needed to support the Facility (each as hereinafter defined) and the proposed financing of the construction thereof will induce the Company to create additional employment opportunities in the City of Goshen, Indiana ("City"); assist the City with the existing housing shortage; 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 Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) ("Series 2022 Bonds") in the aggregate principal amount of \$_____ pursuant to the Trust Indenture dated as of _____ 1, 2022 ("Indenture") between the Issuer to U.S. Bank Trust Company, National Association, Indianapolis, Indiana, as Trustee ("Trustee") and intends to utilize the proceeds of the Series 2022 Bonds pursuant to the provisions of this Financing Agreement to finance the construction of infrastructure improvements, including

but not limited to, water, sewer, electrical and road improvements, including sidewalks, construction of footers and slabs associated with the residential units assessed as commercial property, together with all necessary appurtenances and related improvements needed to serve the Facility (collectively, "Projects") in or physically connected to the Allocation Area and to pay issuance costs to induce the Company to construct the Facility.

This Financing Agreement provides for the payment by the Commission of the Series 2022 Bonds from TIF Revenues.

Subject to the further provisions of this Financing Agreement, the Series 2022 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 2022 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 Indiana Avenue 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 Consolidated River Race/US 33 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 2022 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.

"Commission" means the Goshen Economic Development Commission.

"Company" means Greenwood Rental Properties, 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 Facility.

"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 2022 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 2022 Bonds and the documentation supporting the issuance of the Series 2022 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, 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 April 8, 2022, as amended, among the City, the Redevelopment Commission and the Company.

"Facility" means the multi-family residential development as further set forth in the Development Agreement.

"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, 2022, 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, water, sewer, electric and road improvements, including sidewalks, construction of footers and slabs associated with the residential units assessed as commercial property, together with all necessary appurtenances and related improvements needed to serve the Facility, in or physically connected to the Allocation Area.

"Purchaser" means Greenwood Rental Properties, 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.

"Series 2022 Bonds" or "Bonds" means the Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) to be issued by the Issuer under the Indenture in the aggregate principal amount of \$_____.

"State" means the State of Indiana.

"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 2022 Bonds. The incremental assessed value is multiplied by the then current property tax rate (per \$100 assessed value).

"TIF Pledge Resolution" means the resolution of the Redevelopment Commission adopted on July 12, 2022, pledging TIF Revenues to the Issuer for the payment of debt service on the Series 2022 Bonds.

"TIF Revenues" means 75% of the Tax Increment generated in the [2022] 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.

"Trustee" means the trustee and/or co-trustee at the time serving as such under the Indenture, and shall initially mean U.S. Bank Trust Company, National Association, Indianapolis, 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 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 2022 Bonds for financing the construction of the Projects to induce the Company to construct the Facility, 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.

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 Facility by _____, 20____.

(h) The Company, as the Purchaser of the Series 2022 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 2022 Bonds shall bear the risk that the TIF Revenues are not sufficient to pay the principal of and interest on the Series 2022 Bonds.

Section 2.3. Financing of Series 2022 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2022 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 Facility 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 Facility, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Facility, 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 2022 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 or which may be incurred by the Trustee as a result of its acceptance of or arising from the performance of its duties under the Indenture, except for damage resulting from willful or gross negligent actions by the Issuer and the Trustee).

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 2022 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. In the absence of written investment direction from the Company, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully 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 Facility. (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 Facility 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 Facility 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 2022 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. Reserved.

(End of Article III)

ARTICLE IV.

APPLICATION OF SERIES 2022 BOND PROCEEDS

Section 4.1. Use of Series 2022 Bond Proceeds by Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Series 2022 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 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 2022 Bonds, to the end that industry and the economy may be diversified and job opportunities promoted and retained, and to secure the Series 2022 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 Facility 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 Facility 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 2022 Bonds and the Company shall not be entitled to further draws from the Construction Fund or be entitled to other proceeds from the Series 2022 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 2022 Bonds.

Section 9.2. Severability. If any one or more of the provisions contained in this Financing Agreement or in the Series 2022 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: Greenwood Rental Properties, LLC

 Attention: _____

To the Trustee:

U.S. Bank Trust Company, National Association

Indianapolis, IN _____

Attention: Corporate Trust Department

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.

GREENWOOD RENTAL PROPERTIES, 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.

TRUST INDENTURE

BETWEEN

CITY OF GOSHEN, INDIANA

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Indianapolis, Indiana

as Trustee

\$ _____

CITY OF GOSHEN, INDIANA

TAXABLE ECONOMIC DEVELOPMENT
REVENUE BONDS, SERIES 2022
(INDIANA AVENUE PROJECT)

Dated as of _____ 1, 2022

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TRUST INDENTURE

This TRUST INDENTURE dated as of the first day of _____, 2022, by and between the CITY OF GOSHEN, INDIANA ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana and U.S. Bank Trust Company, National Association, 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 Indianapolis, 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, water, sewer, electrical and road improvements, including sidewalks, construction of footers and slabs associated with the residential units assessed as commercial property, together with all necessary appurtenances and related improvements (collectively, "Projects") needed to serve the construction of a multi-family residential development ("Facility"), to induce Greenwood Rental Properties, LLC ("Company") to construct the Facility, in or physically connected to the Consolidated River Race/US 33 Economic Development Area ("Area") and to pay costs of issuance of the Bonds by offering to issue its Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) in the principal amount of \$_____ ("Series 2022 Bonds"), pursuant to this Trust Indenture and to use the proceeds thereof pursuant to the Financing and Covenant Agreement, dated as of _____ 1, 2022, 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 the Facility will create additional employment opportunities in the City of Goshen, Indiana ("City"), will assist the City with the existing housing shortage, 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 2022 Bonds; and

WHEREAS, Goshen Redevelopment Commission ("Redevelopment Commission") has created, consolidated and enlarged the Consolidated River Race/US 33 Economic Development Area ("Area"), and an allocation area coterminous with the Area known as the Consolidated River Race/US 33 Allocation Area in accordance with IC 36-7-14-39, and adopted an economic development plan, as amended (collectively, "Original Plan"), which Original Plan contained specific recommendations for economic development in the Area, pursuant to Declaratory Resolution No. 02-2012 (as amended to date), as confirmed by Confirmatory Resolution No. 26-2012 (as amended to date), after public hearings (collectively, "Area Resolution"); and

WHEREAS, the Area Resolution established two allocation areas, including the Indiana Avenue 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; 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 2022 Bonds)

NO. R-____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF ELKHART

CITY OF GOSHEN, INDIANA
TAXABLE ECONOMIC DEVELOPMENT
REVENUE BOND, SERIES 2022
(INDIANA AVENUE PROJECT)

[INTEREST
RATE]

[MATURITY
DATE]

[ORIGINAL
DATE]

[AUTHENTICATION
DATE]

[0%]

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Goshen, Indiana ("Issuer"), a municipal corporation 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, [or so much of the Principal Amount as shall have been advanced,] on the Maturity Date, unless this Series 2022 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 [advanced] is paid in full. [Interest on this Series 2022 Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof ("Interest Date"), except that: (i) if this Series 2022 Bond is authenticated on or prior to _____ 15, 202__, the Interest Date shall be the Original Issue Date specified above; (ii) if this Series 2022 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 2022 Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full.] [The schedule of advances is shown on Exhibit A]. [Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.]

The principal of this Series 2022 Bond is payable at the office of U.S. Bank Trust Company, National Association, as Trustee, in the City of Indianapolis, 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.] [Principal payments in connection with mandatory sinking fund redemption hereunder shall not require presentation of the Series 2022 Bonds for payment except upon final maturity or redemption in full.]

This Series 2022 Bond is [the only] one of an authorized issue of bonds of the Issuer designated as the Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) ("Series 2022 Bonds") which is being issued under the hereinafter described Indenture in the aggregate principal amount of \$_____. The Series 2022 Bonds are being issued for the purpose of providing funds to finance the construction of infrastructure improvements, including but not limited to, water, sewer, electric and road improvements, including sidewalks, construction of footers and slabs associated with the residential units assessed as commercial

property, together with all necessary appurtenances and related improvements (collectively, "Projects") needed to serve the construction of a multi-family residential development ("Facility"), in or physically connected to the Indiana Avenue Allocation Area located in the City of Goshen, Indiana; and to pay costs of issuance of the Bonds, to be constructed by Greenwood Rental Properties, LLC ("Company"), pursuant to the Financing and Covenant Agreement dated as of _____ 1, 2022 ("Financing Agreement") between the Company and the Issuer which prescribe the terms and conditions under which the proceeds of the Series 2022 Bonds shall be used for construction of the Projects needed to serve the construction of the Facility.

The Series 2022 Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 2022 ("Indenture") duly executed and delivered by the Issuer to U.S. Bank Trust Company, National Association, 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 2022 Bonds. THE OWNER OF THIS SERIES 2022 BOND, BY ACCEPTANCE OF THIS SERIES 2022 BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 2022 BOND AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Series 2022 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 2022 Bonds and the TIF Revenues as it deems to be necessary in connection with investment in the Series 2022 Bonds. It has received, read and had an opportunity to comment upon the Indenture, the Series 2022 Bonds, the TIF Pledge Resolution ("TIF Resolution") and the Financing Agreement. Prior to the purchase of the Series 2022 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 2022 Bonds, the tax status of the Series 2022 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 and the Redevelopment Commission possess 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 2022 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 2022 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 2022 Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 2022 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

5. It understands that the Series 2022 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 2022 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 2022 Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 2022 Bonds.

6. It has investigated the security for the Series 2022 Bonds, including the availability of TIF Revenues to its satisfaction, and it understands that the Series 2022 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 2022 Bonds.

9. It understands that interest on the Series 2022 Bonds is taxable for federal income tax purposes.

10. It understands that on July 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 2022 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 2022 Bond assents.

The Series 2022 Bonds are issuable in registered form in \$1,000 denominations and integral multiples of \$1,000 thereafter. This Series 2022 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 2022 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 2022 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 2022 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 January 1 and July 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 2022 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2022 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 2022 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 2022 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds.

All Series 2022 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 2022 Bond is transferable by the Registered Owner hereof at the payment office of the Trustee upon surrender and cancellation of this Series 2022 Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 2022 Bond or Series 2022 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 2022 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 2022 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 2022 Bond. The Series 2022 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 2022 Bonds]. No covenant or agreement contained in the Series 2022 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 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.

The holder of this Series 2022 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 2022 Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 2022 Bond have been duly authorized by the Issuer.

This Series 2022 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 2022 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 the Original Date set forth above.

CITY OF GOSHEN, INDIANA

By: _____
Mayor

(Seal)

Attest:

Clerk-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 2022 Bond is one of the Series 2022 Bonds described in the within mentioned Trust Indenture.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, 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 2022 Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2022 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 2022 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, if any, and premium, if any, on the Series 2022 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 2022 Bonds contained, and in order to declare the terms and conditions upon which the Series 2022 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 2022 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 2022 Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, if any, 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 2022 Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Series 2022 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 Indiana Avenue 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 Consolidated River Race/US 33 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 _____, 2022 between the Issuer and the Bond Purchaser.

"Bond Purchaser" means Greenwood Rental Properties, 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 2022 Bonds and any Additional Bonds.

["Code" shall mean the Internal Revenue Code of 1986, as amended and in effect as of the date of delivery of the original bonds.]

"Company" means Greenwood Rental Properties, 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 2022 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 2022 Bonds and the documentation supporting the issuance of the Series 2022 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, 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 April 8, 2022, as amended, 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.

"Facility" means the multi-family residential development.

"Financing Agreement" means the Financing and Covenant Agreement, dated as of _____ 1, 2022, between the Company and the Issuer and all amendments and supplements thereto.

"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 2022 Bonds means each January 1 and July 1, commencing _____ 1, 20__.]

"Issuer" means the City of Goshen, Indiana, a municipal corporation duly 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 U.S. Bank Trust Company, National Association and any successor paying agent or co-paying agent.

"Projects" means the construction of infrastructure improvements, including but not limited to, water, sewer, electric and road improvements, including sidewalks, construction of footers and slabs associated with the residential units assessed as commercial property, together with all necessary appurtenances and related improvements needed to serve the Facility, in or physically connected to the Allocation 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 __% in aggregate principal amount of Bonds.

"Series 2022 Bonds" or "Bonds" means the Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project) in the aggregate principal amount of \$_____.

"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 2022 Bonds. The incremental assessed value is multiplied by the then current property tax rate (per \$100 assessed value).

"TIF Pledge Resolution" means the resolution of the Redevelopment Commission adopted on _____, 2022, pledging TIF Revenues to the Issuer for the payment of debt service on the Series 2022 Bonds.

"TIF Revenues" means 75% of the 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.

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

"Trustee" means U.S. Bank Trust Company, National Association, Indianapolis, 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 2022 BONDS

Section 2.1. Authorized Amount of Series 2022 Bonds. No Series 2022 Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The aggregate principal amount of the Series 2022 Bonds (other than Series 2022 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 2022 Bonds. The Series 2022 Bonds shall be designated "Taxable Economic Development Revenue Bonds, Series 2022 (Indiana Avenue Project)." The Series 2022 Bonds shall be originally issuable as fully registered Series 2022 Bonds in the principal amount of \$_____, in denominations of \$1,000 and integral multiples of \$1,000 thereafter and shall be lettered and numbered R-1 and upward. [The Series 2022 Bonds shall bear no interest.] [Interest on the Series 2022 Bonds shall be at the rate of ____% 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 2022 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 2022 Bonds shall be payable on each January 1 and July 1, commencing on _____ 1, 20__.]

Proceeds of the Series 2022 Bonds shall be advanced from time to time as provided in Section 4.4.

[The Series 2022 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 2022 Bonds shall be in default, Series 2022 Bonds issued in exchange for Series 2022 Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2022 Bonds or, if no interest has been paid on the Series 2022 Bonds, from the date of issuance and delivery of the Series 2022 Bonds. Series 2022 Bonds authenticated on or prior to _____ 15, 20__ shall bear interest from the date of delivery of the Series 2022 Bonds.]

The Series 2022 Bonds shall mature on _____ 1, 20__.

Section 2.3. Payment on Series 2022 Bonds. The principal of and interest on, if any, the Series 2022 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 2022 Bonds shall be payable at the corporate trust operations office of the Trustee. All other payments on the Series 2022 Bonds shall be made to the person appearing on the Series 2022 Bond registration books of the Trustee as the registered owner of the Series 2022 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 2022 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 2022 Bonds. If any officer whose signature or facsimile signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery of such Series 2022 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 2022 Bonds, and the interest payable thereon, if any, 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 2022 Bonds, as to both principal and interest, if any, 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 2022 Bond, if any. The Series 2022 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 2022 Bonds, if any. No covenant or agreement contained in the Series 2022 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 2022 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2022 Bonds.

Section 2.5. Authentication. No Series 2022 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 2022 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 2022 Bond shall be conclusive evidence that such Series 2022 Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on the Series 2022 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 2022 Bonds issued hereunder.

Section 2.6. Form of Series 2022 Bonds. The Series 2022 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 2022 Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 2022 Bonds in the aggregate principal amount of \$_____. The Trustee shall authenticate the Series 2022 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 2022 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 2022 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 2022 Bonds in the principal amount of \$_____ to the purchasers thereof.

The proceeds of the Series 2022 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 2022 Bonds issued under this Indenture in addition to the Series 2022 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 2022 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, if any, 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 2022 Bonds. If any Series 2022 Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Series 2022 Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Series 2022 Bond, such mutilated Series 2022 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Series 2022 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 2022 Bond shall have matured, instead of issuing a duplicate Series 2022 Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Series 2022 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 2022 Bond with their reasonable fees and expenses in this connection. Any Series 2022 Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Series 2022 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 2022 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Series 2022 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 2022 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 2022 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 2022 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 2022 Bond. The Trustee shall not be required to transfer or exchange any fully registered Series 2022 Bond [during the period between the Record Date and any interest payment date of such Series 2022 Bond, nor to transfer or exchange any Series 2022 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 2022 Bonds.

As to any fully registered Series 2022 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, if any, 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 2022 Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 2022 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 2022 Bonds. \$_____ of the proceeds from the sale of the Series 2022 Bonds deposited into the Construction Fund shall be used to pay Bond Issuance Costs pursuant to Section 4.4(a) of the Indenture. The Bond Purchaser will make additional advances to purchase the Series 2022 Bonds from time to time. Such proceeds shall be deposited with the Trustee in the Construction Fund. The proceeds of the Series 2022 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 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; and (b) all interest, if any, and other income derived from investments of Bond Fund moneys as provided herein. 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 2022 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 2022 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, if any, 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 2022 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) and (b) 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 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 2022 Bonds, to redeem the Series 2022 Bonds pursuant to Section 5.1 hereof at the earliest redemption date.

Section 4.5. Reserved.

Section 4.6. TIF Revenues. On or before June 15 and December 15, commencing _____ 15, 2022, 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 2022 Bonds are subject to optional redemption by the Issuer, prior to maturity, at the option of the Issuer, on any date, upon ten days (10) 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, if any. Without any further action, authorization or notice, the Series 2022 Bonds are subject to redemption on [any Interest Payment Date] [January 1 or July 1], 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.

Mandatory Sinking Fund Redemption. The Series 2022 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 Goshen 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 2022 Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Series 2022 Bonds, or portions of fully registered Series 2022 Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than ten (10) days prior to the date fixed for redemption to the registered Owner of each Series 2022 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 2022 Bond numbers and called amounts of each Series 2022 Bond, the redemption date, redemption price, interest, if any, 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 2022 Bond shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 2022 Bonds, or portions thereof, thus called shall not bear interest, if any, 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, if any.

Section 5.3. Cancellation. All Series 2022 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 2022 Bonds or portions thereof called, together with accrued interest thereon to the redemption date, if any. Upon the giving of notice and the

deposit of funds for redemption, interest on the Series 2022 Bonds thus called shall no longer accrue after the date fixed for redemption, if any. No payment shall be made by the Paying Agent upon any Series 2022 Bond until such Series 2022 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 2022 Bond.

Section 5.5. Partial Redemption of Series 2022 Bonds. If fewer than all of the Series 2022 Bonds at the time outstanding are to be called for redemption, the maturities of Series 2022 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 2022 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 2022 Bonds or portions of Series 2022 Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 2022 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 2022 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 2022 Bond shall forthwith surrender such Series 2022 Bond to the Paying Agent in exchange for (a) payment of the redemption price thereof, plus accrued interest thereon, if any, the principal amount called for redemption and (b) a new Series 2022 Bond or Series 2022 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, if any, 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 of and interest on, if any, 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, if any, 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, if any. 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, if any. 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, if any.

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. Reserved.

(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; short fall in the amount of TIF Revenues received shall not be an event or default.

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, if any, 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, if any, 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, if any, then due and unpaid upon the Bonds, without preference or priority of principal over interest, if any, or of interest, if any, over any other installment of interest, according to the amounts due, respectively, for principal and interest, if any, 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, if any, 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, if any, 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 shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Issuer and Company shall provide to the Trustee an incumbency certificate listing officer with the authority to provide such Instructions ("Authorized Officers") and containing specimen signature of such Authorized Officer, which incumbency certificate shall be amended by the Issuer and Company whenever a person is to be added or deleted from the listing. If the Issuer and Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Issuer and Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that direction that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and Company shall be responsible for ensuring that only Authorized Officer transmit such instructions to the Trustee and that the Issuer and Company and all Authorized Officer are solely responsible to safeguard that use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and Company. 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 directions conflict or are inconsistent with a subsequent written Instruction. The Issuer and Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions 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; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Issuer and Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

(q) The Trustee shall not be accountable for the use or application by the Issuer or Company of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or the Financing Agreement or for the use and application of money received by any paying agent.

(r) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonable assured to it.

(s) The Trustee shall have no duty to review or analyze financial statements and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

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, if any, 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. If the Trustee renders any service hereunder not provided for in the Indenture, or the Trustee is made a party to or intervenes in any litigation pertaining to this Indenture or institutes interpleader proceedings relative hereto, the Trustee shall be compensated reasonable by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees occasioned thereby.

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. If at the end of the 30 days' notice period a successor trustee has not been appointed, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor trustee.

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.

Section 8.12 To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the gross negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this Indenture

(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 that is supported with an opinion of counsel that such action is not materially prejudicial to the holders, 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, if any, 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, if any, 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, if any, 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, if any, 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. The Trustee shall be entitled to receive a verification report of an independent certified public accountant, verification agent or similar expert to the effect that such securities and/or cash, together with the earnings thereon, will be sufficient to pay interest, if any, and principal (and

applicable premium) on the Bonds to redemption or maturity or an opinion of counsel to the effect that all conditions precedent to the defeasance have been complied with.

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, if any, 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, if any, 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 2022 Bonds presents that Series 2022 Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Series 2022 Bond, the Trustee shall cancel that Series 2022 Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 2022 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, if any, 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 2022 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 2022 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, U.S. Bank Trust Company, National Association, in Indianapolis, Indiana has caused these presents to be signed in its name and behalf by, and the same to be attested by, a duly authorized officer, all as of the day and year first above written.

CITY OF GOSHEN, INDIANA

By: _____
Mayor

Attest:

Clerk-Treasurer

SEAL

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, 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

\$

U.S. Bank Trust Company, National Association, as Trustee

Baker Tilly Municipal Advisors, LLC

EXHIBIT B

Affidavit of Construction Fund Disbursement Request

NO. 1

U.S. Bank Trust Company, National Association
Attention: Corporate Trust Department
10 West Market Street, Suite 1150
Indianapolis, IN 46204

Re: City of Goshen, Indiana
Taxable Economic Development Revenue Bonds, Series 2022 (Indiana 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, 2022 ("Indenture") between the City of Goshen, Indiana ("Issuer") and U.S. Bank Trust Company, National Association ("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 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.

GREENWOOD RENTAL PROPERTIES, LLC, as
Company

By: _____

Print: _____

Title: _____

GOSHEN REDEVELOPMENT COMMISSION

By: _____

Print: _____

Title: _____

SCHEDULE A

Payment To

Amount

\$ _____