



Goshen Common Council

6:00 p.m., October 10, 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 – Sept. 19, 2022 Regular Meeting

Approval of Meeting Agenda

Privilege of the Floor

- 1) Ordinance 5135:** Ordinance for Appropriations and Tax Rates (Second Reading)
- 2) Ordinance 5137:** 2023 Compensation for Elected Officials (First, Second Reading)
- 3) Ordinance 5138:** 2023 Compensation for Civil City and Utilities Employees (First, Second Reading)
- 4) Ordinance 5139:** 2023 Compensation for Fire Department Employees (First, Second Reading)
- 5) Ordinance 5140:** 2023 Compensation for Police Department Employees (First, Second Reading)



6) Ordinance 5141: 2023 Compensation for Police Reserve Officers (First, Second Reading)

7) Ordinance 5142: Additional Appropriations (First, Second Reading)

8) Resolution 2022-24: Category Transfers

9) Ordinance 5134: Bond Issuance for Greenwood Rental Properties (Indiana Avenue Apartments) (Second Reading)

Elected Official Reports

Adjournment



Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

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

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Budget Letter for 2023

September 16, 2022

Council President Weddell and Council Members,

The City of Goshen is in a good position to continue weathering the aftereffects of COVID-19. **The 2022 Budget represented Goshen's largest budget. We moved from an average budget of \$55M - \$60M a year, to roughly \$72M for 2022. The 2023 Budget will reduce this increase by nearly 50% as we start to bring our budget back to our normal level.** (Please note: Throughout this letter I will be using rounded numbers for easier understanding. Exact numbers can be found in the budget documents).

As I stated last year, this increase in the budget size would be a temporary one and not reset what we would be spending in the coming years. Our cash balances had increased well beyond the 50% mark and we needed to spend those down in order to make sure city residents were seeing the benefits of those tax dollars. The cash balances rose so significantly since we pulled back on spending during 2020. This was done since we did not know what would happen with the economy. In 2021 employee shortages began and we experienced sudden increases of goods and services due to inflation. The 2022 budget was designed to help us catch up on projects delayed or postponed.

2022 began the process of bringing our cash balances back to the 50% mark. This is not a one-year process. The 2022 budget was roughly 30% higher than our 2021 budget. The proposed 2023 budget reduces that increase by roughly 50%. In essence, the 2023 budget is 15% above the 2021 budget.



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We are responsible for millions of tax dollars each year. We must continue to be fiscally responsible and keep our community in a position where we are prepared for hard times. At the same time, we do not want to save too many of the tax dollars. I believe it is also irresponsible to continue building on cash balances during times we are already well prepared for the bad times.

As you review the proposed 2023 budget and read this document, please keep in mind that we are making some assumptions. These assumptions are made in a very conservative way because I feel this is the only way to plan for the fiscal future of the City. The documents you will receive from the Clerk-Treasurer's Office and from Baker Tilly will assume the City will spend 100% of the 2022 budget and 100% of the 2023 budget. The reality is we always carry money from one budget year to the next. We work hard to protect at-least 5% of the dollars budgeted. By planning in this way and by making sure we continue to carry money over ensures we will always be much better in reality. As an example, we have passed funded budgets and balanced budgets since 2016. However, we have always balanced those funded budgets by the end of the year. In the 2020 and 2021 budgets, we ended up protecting not just 5% of each **year's** budget but we actually protected 25% and 20% due to the reasons already mentioned in this letter. 2022 will mark the first year we passed a funded budget and we purposefully left it that way to help reduce cash balances.

A little history

Over the last 14 years, Goshen has seen its ups and downs. In 2008, we experienced the Great **Recession, which affected the City's budget and recovery for a number of years. After this** recession it took over a decade for our assessed property values to fully recover. During 2010, tax caps were implemented by the State, which to date has removed over \$42 million from our City budget. As our assessed value continues to rise, the amount removed from our city budget each year diminishes. 2014 was the year we lost the most to Circuit Breakers at \$4.507M as compared to the 2022 of \$3.8M.



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During these times **the City's cash reserves allowed us to continue moving forward and continue** offering the services our residents have come to expect. We were fortunate to be prepared for something we did not know was coming.

In 2018, we experienced the worst flood on record. This natural disaster cut our town in half, closed four out of five of our river crossings, caused mass evacuations from flooded areas of those in danger and left residents without electric and no heat. This event also caused an extreme amount of overtime and stress on the City staff among others in our community. We came together to help others. We were again prepared because we had rebuilt our cash balances that were utilized during the Great Recession and we were able to cover the extra costs that were caused by another unknown.

One year later, our community faced the coldest winter on record. Wind chills as low as minus 50 degrees placed our most vulnerable residents in a life-and-death situation. This closed our City, schools and many businesses. Our City staff was ordered to stay inside unless there were emergency situations they needed to attend to and we limited them to 15-minute rotations to **keep them out of harm's way. This caused significant issues** within our community and to our infrastructure. As in our past, we were prepared to deal with the issues that arose and were able to cover our costs. We were prepared for yet another unknown.

COVID-19 and its effects in 2020 and 2021 has proved to be one of the biggest unexpected events that we as elected officials and as a community have had to find our way through. We were expecting our income to drop dramatically in 2021 due to the economic shutdown during COVID. We were ready to continue serving this community. We had the cash balances and we made the hard decisions to further protect the 2020 budget to prepare for the feared losses in 2021; we spent far less than we had planned to spend when we developed the 2020 budget. By adjusting to what we were seeing, we have also helped to minimize the need for using our cash balances. We ended up spending only 80% of the 2020 budget in attempt to prepare for the



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state estimated losses. In the Spring of 2021, we realized the budget shortfalls we were warned of were minimized. Due to our preparedness and to the much lower losses, we have built cash balances in the neighborhood of 135%. This is why we have money to spend over the next couple of years.

The State of Indiana suggests communities have between 15% (2 months) and 50% (6 months) cash reserves on hand. When I took office in 2016, the city was sitting with just under 25% (3 months). This amount got us through the recession and the City was able to rebuild back to 25%. After I restructured how we budget, we were able to build up to the 50% cash reserves in just a few short years and during this time we also managed our way through the flood of 2018.

My administration has presented both balanced and funded budgets to the council since 2016. Each and every year we spent less than we brought in as a way to respect and honor the taxpayers of our community (this includes all additional appropriations). We have proven time and time again that we protect the budget always aiming for only using 95% of what is budgeted. We are prepared for future disasters and unknown issues and at the same time we need to be not only passing funded budgets but also spending these budgets.

Developing the 2022 Budget

As we started looking at the needs of our community, for not only 2022 but also looking out to 2025, we realized a change in thought and change in process was needed. The City Council will receive our standard cash flow report from Baker Tilly. This is the report we receive every year that gives a detailed look at the results of our budget and how the cash balances will be affected. This report operates under the assumption that we will spend 100% of our budgeted monies (which we never actually do).



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Department Heads and I used our standard process to set the budget needed and then discussed areas we could reduce and areas we needed to grow. We always want to make sure we do our due diligence before bringing a budget to the council and the community.

This budget continues the strategic use of our cash balances to help reach into areas we have not been able to touch in the past. We will be looking at more projects of repaving interior neighborhood streets, upgrading current neighborhood parks by adding new features, looking at new ways to rebuild from blight caused by slumlords, creative ideas to bring new housing to Goshen, ways to save on current expenses through new programs (i.e. trash pickup and recycling has program has begun), building on our wayfinding system for the city, ensuring our public safety is operating with the needed equipment upgrades, building on our communications with our businesses and residents, improving our website, tracking our assets better and looking into new ideas to build a better Goshen.

It will be important as we move down this path to keep an eye to our cash balances protecting that 50% (6 month) line not of each fund but as we look at all funds. We may from time to time dip below 50% but only when we have a plan to rebuild it within a reasonable amount of time. By doing so we will help to manage our risks and build an even stronger and more efficient budget that our community can continue to rely on through the next decade and beyond. This will also help to continue protecting our Rainy-Day Fund.

A few key points to keep in mind:

- **Don't forget** last year we changed how split employees are paid. Some departments budgets within the employee lines will look like they grew drastically. This is due to changes in how we manage our split employees. Split employees are those employees that are paid by both civil city and utilities. A good example of this change happens in the **budgets of the Mayor's Office, City Council and Engineering just to name a few.** In the past a set percentage (30%-70% depending on the position) of the wages of a split



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employee would be in the civil city budget and a set percent would be in the utility budget. These employees received checks from both entities. To streamline this process, we now pay these employees from civil city and utilities reimburses the city a few times a year. This saves on per check costs and staff time. These changes reflect a nearly \$1M increase that is reimbursed.

- The new trend we are starting is spending down our cash balance only during years where they are over the 50% line. This does not mean this amount of money will be budgeted every year and **we will keep a very close eye to ensure we don't over spend just as we have** for many years already.
- Raises for all City staff are figured at 3.5%
- Most department budgets increases are due to raises and other employee expenses.
- The wage study is in process. Baker Tilly had some staffing changes which caused this **study to sit on a desk. They realized it wasn't moving forward and they are now working** to get it completed. We do not have a new timeline for this at this time.

Highlighted changes by Department/Fund

1. Council
 - a. \$90K was added to this budget to cover the expected costs of the 2023 local election.
2. Community Relations Commission
 - a. **Wages for the director position were moved out of the Mayor's Budget and into the CRC.**
 - b. This budget jumps from \$23K to \$99K. The shift of the employee expenses accounts for the increase.
3. Mayor
 - a. This budget decreased significantly due mainly to the shift of staffing dollars to the CRC budget.



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4. Clerk Treasurer

- a. Additional dollars are added to help with storage of our files as well as the employee 3.5% for employees. The training budget is also increasing.
- b. The money for new payroll system and INCODE upgrades is found in both in this budget and BOW's lines.

5. Board of Works

- a. Full-time employee line reduced drastically. In 2021 there was additional money placed here as we had not finalized negotiations with Police and Fire yet.
- b. The emergency line was removed completely. This \$500K has been placed in the rainy-day fund.
- c. Trash Collection was set at \$2.3M to accommodate the new service. We now have consistent increases set for the next decade which will help us know better how to plan. As the General fund dollars continue to tighten and the needs of our public safety and other departments continue to grow, we will need to consider a trash fee in the future. However, we are not there yet and it is still my goal to hold off as long as possible and when it is time start an incremental fee.
- d. Property Acquisition Line has been reduced to \$100K.
- e. Overall this budget has been decreased by nearly \$1.5M.

6. Cemeteries

- a. Full-time personnel line includes new dollars to hire a third full-time staff member. It is becoming harder and harder to hire part-time staff. This full-time person will help ease the load on the existing staff.

7. GPD

- a. In 2016, **GPD's budget** in the general fund was \$5.8M. In 2023 we have budgeted \$8.2M for GPD. As you can see, we have greatly increased GPD's budget to better pay our staff and have the resources needed for equipment and facilities.



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8. GFD

- a. The employee lines all increase to cover the 3.5% raise as well as an additional 3 fire/paramedic staff. The 3 new positions will be covered and paid for by the \$400K that we will receive from the township since we are covering all its fire and EMS needs. We expect to have roughly \$120K left in the new township fund which will be the location we place all payments from the township.
- b. In 2016, GFD's budget in the general fund was \$5M, in 2023 we have budgeted \$7.1M

9. Central Garage

- a. The budget has only increased a modest amount. We do not have the entire increase, being requested, for the mechanics wages accounted for in the 2023 budget as the discussion progressed after we advertised the budget. However, we believe at this time that we can handle the needed dollars by moving money around next year as needed.

10. Environmental Resilience

- a. This department is asking for the ability to take one part-time staff to full-time to help with the forestry end of the services. This will help provide the staffing to better keep up with the needed tree maintenance.
- b. The majority of the increase to the budget is due to the 3.5% raise and the additional full-time staff.

11. ARP Fund

- a. These dollars will be spent by following the ARP funding plan which will come to the council in the near future. If projects progress quickly we will come back to the council in 2023 and ask for an additional appropriation as these dollars need to be spent or projects started by the end of 2024.



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12. MVH, MVH Restricted and LRS

- a. In order to reduce the stress on the General fund and the reductions made in BOW, we are utilizing these funds to help with more of our road projects. The MVH and MVH restricted funds have growing cash balances and can more than handle this shift.

13. Aviation

- a. You will see an increase to the aviation fund budget. I want to eliminate the \$75K a year that we give aviation out of the EDIT fund. In an effort to do this, I am shifting levy to the Aviation fund which will account for the \$75K. This will make it more transparent as to what we spend at the airport. It will also make it easier for the Airport Board to plan.
- b. The EDIT funds are still budgeted for aviation in 2023. This is only as a precaution in case we are unable to make the full levy shift needed to accomplish this goal. If the full shift is made the aviation dollars will remain in the EDIT Fund for other uses.

14. Rainy-Day Fund

- a. The \$500K Emergency line has been shifted to this fund as it is our emergency fund. This line has never been fully spent even through COVID. In 2020 we spent \$228K, 2021 we spent \$56K and in 2022 we only spent \$37K. All of these dollars were COVID related. We have no expenses coming to this line for the remainder of 2022 or 2023.

15. Public Safety LOIT

- a. This fund brings in roughly \$2M a year. Our retirement expenses for PD and FD continue to grow and account for \$1.6M budgeted in 2023. As this grows, it will be more difficult to pay for equipment, the Training Facility and fuel from this fund.



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Looking at the Big Picture

Goshen is continuing to grow on an average 0.28% annually and our population grew by 8.49% since the 2010 census. We are now a community of 34,411 residents. Annual building permits for both commercial and residential have averaged \$103M for the last 5 years (with the 2020 pulling the average down, 2020 dropped to \$64.9 M in permits). Our previous years' annual building permits were in the \$40M range. The City has been in discussions with multiple housing complex developers as well as industry and we expect the next two years in Goshen to continue the trend of more and more building projects. We are also working at bringing all levels of housing projects to Goshen. We have been successful at finding several developers who have projects in process or already breaking ground.

Goshen's NAV (net assessed value) also continues to rise. Starting in 2007, we saw a multi-year drop in our NAV with things leveling off in 2014-2015. 2016-2018 we saw a steady but slow rise in our NAV. 2019-2022 we have seen consistent growth with an average of 7% per year. **These years our community's growth surpassed the growth rate of the State of Indiana. This has placed** us in a position to request a levy reassessment. In 2021, we were granted our levy appeal and we are appealing again this year as we have again grown faster than the state. **Goshen's NAV** in 2021 was just over \$1.3B, and in 2022 we now have a NAV of \$1.478B. This represents the highest NAV for Goshen. 2023 NAV is estimated to top \$1.6B. 2022 also represents the fourth year in a row that our tax rate has decreased. Every year our NAV increases we also see our loss to the Circuit Breakers decrease.

Property tax rates for Goshen continue to decrease. We are on a several year streak of our tax rate lowering, 2019-**2022 with expectations of 2023 lowering as well. Many people don't realize** this due to the school referendums and increasing county assessments bringing their overall tax bills up. The 2022 tax rate was \$1.4552 and in 2023 we are estimating \$1.421.



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When Baker Tilly gives its report, **please note that the “Big Four Funds,” (General, MVH + MVH Restricted, Parks and PSLOIT)** will show a dip in the cash balances. This is due to the conservative view we take when we budget. We assume 100% of 2022 and 2023 budget will be spent. This is not the reality so these funds will be better off as we close out each year and see the dollars actually spent. As we look at our cash balance and when we combine all funds, you will see that after 2023 and after assuming 100% 2022 and 2023 budgets spent we will be left with just above 50% cash balances.

As we look forward, my administration will work to keep up with the needs of our departments and our community. We will continue to find ways to maintain our infrastructure, utilities and parks within our allotted budgets. We will continue our work in bettering our carbon footprint and finding ways to improve our environment. We are continuing work to better understand how storms affect us and how to predict and hopefully mitigate our flooding. We will continue providing for the needs of our Public Safety departments. This will all take continued team work of my administration, city staff, elected officials and our community.

We will watch the tax dollars to ensure they are spent wisely. We will continue our work to ensure Goshen is a prosperous community that thrives on its diversity and works toward equality so that we continue to build a safe and inclusive community for all.

As the council considers the proposed budget, please feel free to ask any questions. If any council members would like to meet, let me know. I will make as much time as needed to meet, discuss and brainstorm with you. As I ask every year, if you are thinking about cutting money out of the budget, please reach out to both me and the appropriate department head so we can share with you the effects of such a reduction. This budget will continue to push us even though we are cutting back significantly from 2022. I will always remain vigilant in watching the dollars and to ensure we are not doing anything that will put us in a bad financial position. As we have time and time again, when things get tight we will assess the situation and make real time



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changes to ensure the protection of our city funds. Our position is strong because of how we have respected tax dollars. I will be giving additional information about the budget during our council meeting.

It is an honor to serve alongside Goshen's elected officials. Clerk-Treasurer Aguirre has been fantastic to work with and is not only learning quickly but also bringing great ideas to the table. First Deputy Weaver is a wealth of knowledge and continues to be an asset to our community. I cannot say enough about the dedication of the City Staff and Department Heads. This group is always working to make Goshen a better and stronger community. We can all hold our heads high knowing that our ability to work together through the normal days and the tough days has helped to create a thriving community we love to call home.

While some in our community may want to make everything about politics, I want to personally thank the department heads and elected officials for keeping our focus on the community and not politics. This is the only way to build a strong vibrant and respectful community.

Sincerely,

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

Jeremy P. Stutsman

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
 Generated 9/14/2022 8:52:19 AM

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)
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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



City Clerk-Treasurer
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2023 SPENDING PLAN FOR THE CITY OF GOSHEN

DATE: October 10, 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:

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1	General/Common Council
2	General/Mayor
3	General/Clerk-Treasurer
4	General/Legal
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6 - 8	General/Board Of Works
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11	General/Community Relations Committee
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<u>Page</u>	<u>Fund/Department</u>
24	Rainy Day
25	Debt Service
26	Fire Pension
27	Police Pension
28	Local Road And Streets
29 - 30	Motor Vehicle Highway
31	Motor Vehicle Highway Restricted
32	Cumulative Capital Improvement Fire
33	Township Fire Support
34 - 37	Park And Recreation
38 - 39	Aviation
40	Cumulative Capital Improvement
41	Cumulative Capital Development
42	Cumulative Capital Improvement/Storm Sewer
43	Economic Development Income Tax
44	Probation
45	Economic Improvement District
46	Public Safety Local Option Income Tax
47	Court Fees
48	Unsafe Building
49	Residential Lease Fees
50	Law Enforcement Continuing Education (#2)
51	Redevelopment Non-Reverting
52 - 53	Storm Water Management
54	TIF Bond And Interest
55	Southeast Goshen TIF
56	TIF Lippert/Dierdorff
57	Construction Riverrace/Us33 TIF
58	TIF Plymouth Avenue
59	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/OTHER SVC 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	ENGINEER/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/STATIONARY-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/BUILDING 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 - RAINY DAY

Category	Sub-Category	Line Item Code	Line Item	2020 Actual	2021 Actual	2022 Budget	2023 Budget
SERVICES & CHARGES	Other Services and Charges	245-510-00-439.0900	RAINY DAY/EMERGENCY SUPPORT SERVICES	-	-	-	500,000
CAPITAL OUTLAYS	Other Capital Outlays	245-510-00-449.0000	RAINY DAY/CAPITAL OUTLAYS	-	-	-	-
RAINY DAY TOTAL				\$0	\$0	\$0	\$500,000

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/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	MVHRESTR/EQUIP MOTOR VEH	-	299,485	225,000	375,000
CAPITAL OUTLAYS	Other Capital Outlays	203-530-00-444.0403	MVHRESTR/RIGHT OF WAY MATERIALS	-	-	125,000	150,000
CAPITAL OUTLAYS	Other Capital Outlays	203-530-00-444.0402	MVHRESTR/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 COMMERCE	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



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

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October 10, 2022

To: Goshen Common Council

From: Shannon Marks, Legal Compliance Administrator

Subject: 2023 Compensation Ordinances

Following is a summary of the changes made to the compensation ordinances. With the exception of Ordinance 5141 which covers Police Reserve Officers, all ordinances have the wages increased 3.5%. In addition, the 2023 health insurance premium is changed to \$379.09 per week paid by the City and \$94.77 per week paid by the employee, except the employee's share of cost will not exceed the annual Affordable Care Act (ACA) affordability percentage of the employee's household income.

Besides the wages and the 2023 health insurance premium rates, no other significant changes were made in the compensation ordinances for Fire Department employees (Ordinance 5139) and for Police Department employees (Ordinance 5140). No changes other than the ordinance number and the year were made to the compensation ordinance for Police Reserve Officers (Ordinance 5141).

The only change to the compensation ordinance for Elected Officials (Ordinance 5137) was to add language to Section 2, Additional Compensation, paragraph (A) to clarify that if negotiations are with either the Police union or Fire union, the \$500 stipend paid to a Council member serving on a negotiation team would be paid entirely from the general fund of the Civil City. If the negotiations are with the Teamsters union, then the \$500 stipend would be paid 60% from the general fund of the Civil City and 40% from the funds of the Water and Sewer Utilities.

The only significant changes made to the compensation ordinance for Civil City and Utilities Employees (Ordinance 5138) are to Section 6, Vacation Leave and Section 10, Increment Pay. The changes to both sections are to simplify how the vacation leave and increment pay are calculated for employees in a position that are scheduled to work at least 1,040 hours each year (20 hours per week average), but less than 2,080 hours each year (40 hours per week on average). Vacation leave for this group of employees has been calculated based on the vacation schedule for an employee scheduled to work at least 2,080 hours each year, but prorated based on the number of hours the employee worked the previous anniversary year divided by 2,080 hours. Similarly, the annual increment pay bonus has been calculated based on the increment pay due to an employee scheduled to work at least 2,080 hours each year, but prorated based on the number of hours the employee worked the previous calendar year divided by 2,080 hours.

For both of these benefits, the language has been revised so that all new employees in a position that is scheduled to work at least 1,040 hours each year, but less than 2,080 hours each year, will receive one-half the amount an employee in a position scheduled to work at least 2,080 hours each year would receive. (This is particularly important for vacation leave to a new employee on their 60th day of employment as that employee would have no prior hours worked in which to calculate vacation leave due under the current formula.) For those employees hired before January 1, 2023, the vacation leave and increment pay for these

employees in 2023 and 2024 will be based on the greater of the amount as calculated under the existing formula based on hours worked OR the amount as determined for new employees based on one-half the amount an employee in a position scheduled to work at least 2,080 hours each year would receive. (See Section 6, paragraph (B) and Section 10, paragraph (E).)

Another correction that was necessary was for the calculation of vacation leave accrued when an employee leaves employment. The City has paid an employee who leaves employment 16 hours vacation leave accrued for every 10 weeks of employment worked since the employee's last anniversary date (or a prorated amount based on the number of hours worked the previous calendar year by employees in a position that are scheduled to work at least 1,040 hours each year, but less than 2,080 hours each year). With the City now giving 40 hours vacation leave when an employee completes one-year employment, the employee could receive payment for more than 40 hours of vacation leave if they would leave employment prior to two years employment. Thus, language was added to adjust the formula to 8 hours vacation leave for every 10 weeks of employment for those employees with less than two years of employment with the City. Revisions were also made for those employees in a position scheduled to work at least 1,040 each year, but less than 2,080 hours each year, so those employees would receive 8 hours vacation leave accrued (or 4 hours vacation leave accrued if the employee has less than two years of employment) for every 10 weeks of employment worked since the employee's last anniversary date instead of prorating the vacation leave accrued based on the number of hours worked the previous anniversary year. (See Section 6, paragraph (D).)

The following changes were made to Exhibit A – Positions, Classifications and Grades:

- 1) Added the position of Planning Director, Non-Covered, Ineligible (Salary), Grade 20 under the Community Development Department/Office.
- 2) Changed the position titles of Planning and Zoning Administrator to Zoning Administrator and Assistant Planning and Zoning Administrator to Assistant Zoning Administrator. Both are under the Community Development Department/Office. No other changes made.
- 3) Changed the position title of First Deputy to Clerk under the Court Department/Office. No other changes made.
- 4) Added the new position title of Court Operations Assistant, Covered, Non-Exempt (Hourly), Grade 5 under the Court Department/Office.
- 5) Changed the position title of Second Deputy to Office Assistant II and also added Office Assistant I and under the Court Department/Office. No other changes made.
- 6) Assigned the Assistant City Attorney position a Grade 30 under the Legal Department/Office. This would also remove the position from the list of ungraded positions in Exhibit D.
- 7) The temporary/seasonal positions in the Parks Department are no longer using reduced wages under Exhibit E. This would also remove the Park positions from Exhibit E.

Exhibit B – Wages for all grades increased 3.5%.

Exhibit C – Wages for all Teamsters categories were increased 3.5% except for Category A. Category A was not increased pursuant to Ordinance 5133.

Exhibit D – Wages for all ungraded positions increased 3.5%. The Assistant City Attorney position was removed from the list of positions.

Exhibit E – Wages for certain temporary, intermittent or seasonal positions increased 3.5%. All Parks Department positions are removed from the list. Only general, semi-skilled and skilled labor positions remain on this list.

ORDINANCE 5137

2023 Compensation for Elected Officials

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-2, the Goshen Common Council fixes the 2023 compensation, including wages and benefits, for Goshen elected officials as follows:

SECTION 1 Salaries

Goshen elected officials shall receive the following salaries:

- (A) Mayor – Three Thousand Nine Hundred Twenty-six Dollars (\$3,926) bi-weekly.
- (B) Clerk-Treasurer – Two Thousand Nine Hundred Ninety-two Dollars (\$2,992) bi-weekly.
- (C) Judge – Two Thousand One Hundred Fifty Dollars (\$2,150) bi-weekly.
- (D) Common Council Member – Six Hundred Twenty-five Dollars (\$625) bi-weekly.

SECTION 2 Additional Compensation

- (A) Negotiation Team. A Common Council Member who serves on a collective bargaining agreement negotiation team shall receive a stipend in the amount of Five Hundred Dollars (\$500). A Common Council Member serving in such capacity shall receive the stipend only in years where a collective bargaining agreement is actively negotiated with one of the unions. If negotiations are with either the Fire union or Police union, the additional compensation shall be paid one hundred percent (100%) from the general fund of the Civil City. If the negotiations are with the Teamsters union, the additional compensation shall be paid sixty percent (60%) from the general fund of the Civil City and forty percent (40%) from the funds of the Water and Sewer Utilities. This stipend shall not be considered as part of the compensation for a Common Council Member when considering increases or decreases in a Common Council Member's compensation under Indiana Code § 36-7-4-2.
- (B) Longevity Increase in Pay. Commencing at the beginning of the Mayor's fifth (5th) year in office as Mayor, the Mayor shall receive a longevity increase in pay in the amount of Five Thousand Dollars (\$5,000) during each year the Mayor serves as Mayor. The longevity increase in pay shall be included in the Mayor's regular bi-weekly paycheck. This longevity increase in pay shall not be considered as part of the compensation of the Mayor when considering increases or decreases in the Mayor's compensation under Indiana Code § 36-4-7-2.

SECTION 3 Public Employee's Retirement Fund

- (A) The Mayor, Clerk-Treasurer and Judge are eligible to participate in the Public Employee's Retirement Fund (PERF).
- (B) The city shall pay both the employer's and employees' contributions to the PERF for the participating elected official.

- (C) The Common Council Members are not eligible to participate in the PERF.

SECTION 4 Health Insurance

- (A) The Mayor and Clerk-Treasurer must enroll in the city's group health insurance plan.
- (B) The city shall pay eighty percent (80%) (Three Hundred Seventy-nine and 09/100 Dollars (\$379.09)) and the elected official shall pay twenty percent (20%) (Ninety-four and 77/100 Dollars (\$94.77)) toward the cost of the weekly health insurance premium, except the elected official's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the elected official's annual household income.
- (C) The Judge and Common Council Members are not eligible to enroll in the city's group health insurance plan as those elected officials are considered to be employees working one thousand three hundred (1,300) hours or less per year

SECTION 5 Cell Phone Stipend and Technology Stipend

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

SECTION 6 Share of Cost of Wages and Benefits

Except as provided under Section 2, Additional Compensation, paragraph (A), the cost of wages and employment benefits of certain positions are paid from more than one fund or budget. The Board of Public Works and Safety shall determine on an annual basis the percentage share of cost of wages and employment benefits for those positions that are to be paid from more than one budget or fund.

PASSED by the Goshen Common Council on _____, 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

ORDINANCE 5138

2023 Compensation for Civil City and Utilities Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-3, the Goshen Common Council approves the 2023 minimum and maximum compensation, including wages and benefits, as fixed by the Mayor for the Civil City and Utilities employees as follows:

SECTION 1 Application of Ordinance

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

SECTION 2 Positions, Classifications, Grades and Wages

- (A) Positions, Classifications and Grades. Exhibit A, 2023 Positions, Classifications and Grades, sets forth all positions covered by this ordinance. The Exhibit also sets forth the position’s classification under the City’s Hours of Work and Compensation Policy, and the assigned grade for the position or reference to another Exhibit.
- (B) Wages for All Grades. Exhibit B, 2023 Wages for All Grades, sets forth the wages fixed for each assigned grade. Exhibit B applies to all positions except bargaining unit positions, ungraded positions, and certain temporary, intermittent or seasonal positions.
 - (1) Each grade has established a minimum, a midpoint, and a maximum level of pay described as follows:
 - (i) Minimum. The minimum is the level of pay established for a position at the assigned grade for an inexperienced employee that meets the City’s minimum qualifications for the position.
 - (ii) Midpoint. The midpoint is the level of pay established for a position at the assigned grade for an experienced employee that meets the City’s performance expectations for the position under normal supervision.
 - (iii) Maximum. The maximum is the level of pay established for a position at the assigned grade for an employee that performs duties well beyond those required

for the position at the highest possible efficiency and/or for an employee who has qualifications that well exceed the City's requirements for the position.

Each employee will be paid not less than the minimum wage and not more than the maximum wage for the position's assigned grade. A new employee will receive not less than the minimum wage for the position's assigned grade, but may receive more than the minimum wage depending on the employee's qualifications and/or market conditions.

- (2) Under the guidance and review of the Human Resources Manager, subject to the final approval of the Mayor, a department head may establish the level of pay for an employee in a non-bargaining unit position within their department or office which shall be within the minimum and the maximum wage range as set forth in Exhibit B for the position's assigned grade. The department head shall take into consideration an employee's qualifications, an employee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
 - (3) An elected official will establish the pay for the elected official's direct appointments which will be within the minimum and the maximum wage range as set forth in Exhibit B for the position's assigned grade. The elected official shall take into consideration an appointee's qualifications, an appointee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
- (C) Wages for Teamsters Employees. Exhibit C, 2023 Wages for Teamsters Employees, sets forth the hourly wages fixed for the bargaining unit positions based on the employee's length of service. The Teamsters positions are also indicated by an "Ex C" in the 2023 Positions, Classifications and Grades table set forth in Exhibit A.
- (D) Wages for Ungraded Positions. Exhibit D, 2023 Wages for Ungraded Positions, sets forth the maximum wages fixed for ungraded positions. The ungraded positions are also indicated by an "Ex D" in the 2023 Positions, Classifications and Grades table set forth in Exhibit A.
- (E) Temporary, Intermittent, or Seasonal Positions. A department head, under the guidance and review of the Human Resources Manager, may establish a temporary, intermittent, or seasonal position as further described below to meet workload requirements provided the position is scheduled to work less than one thousand forty (1,040) hours each year.
- (1) Temporary Position. A temporary position is a position lasting less than twelve (12) months to fill in for an absent employee, fill a short-term position, or to complete a specific assignment or project.
 - (2) Intermittent Position. An intermittent position is a position in which the nature of the work is sporadic and unpredictable and without a regularly recurring work schedule.
 - (3) Seasonal Position. A seasonal position is a position in which the nature of the work is in annually recurring periods of less than six (6) months each year.

The wage for a temporary, intermittent, or seasonal position shall be based on either the same grade as a regular position as set forth in Exhibit B, 2023 Wages for All Grades, or in accordance with the position and classification set forth in Exhibit E, 2023 Wages for Certain Temporary, Intermittent, or Seasonal Positions. A temporary, intermittent, or seasonal position is not eligible to receive any employment benefit.

- (F) Intern Positions. A department head, under the guidance and review of the Human Resources Manager, may establish an intern position for a fixed duration to provide an individual with experience in a particular occupation or field of study under the close and constant supervision of a regular employee. The internship experience is for the benefit of the intern, and the intern shall not displace an employee in a regular position. An intern shall be a voluntary position, serve without compensation, and shall not be considered in an employment relationship with the City.
- (G) Compensation.
- (1) Employees in a non-bargaining unit position that are classified as non-covered, eligible; non-covered, ineligible; or covered, exempt shall be compensated on a salary basis and in accordance with the City's Hours of Work and Compensation Policy.
 - (2) Employees in a non-bargaining unit position that are classified as covered, non-exempt or covered, exempt-recreational shall be compensated for all hours worked in a work period in accordance with the City's Hours of Work and Compensation Policy.
 - (3) Employees in a bargaining unit position are classified as covered, non-exempt and shall be compensated for all hours worked in a work period in accordance with the terms of the collective bargaining agreement.
- (H) Compensatory Time.
- (1) An employee, excluding an employee in a position classified as non-covered, ineligible or covered, recreational exempt, may receive compensatory time off at the rate of one and one-half (1½) hours compensatory time off for each one (1) hour of overtime worked.
 - (2) Upon leaving City employment, or upon transferring to a position classified as non-covered, ineligible or covered, recreational exempt, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (i) The average regular rate received by the employee during the last three (3) years employment with the City; or
 - (ii) The final regular rate received by the employee.
 - (3) Payment of unused compensatory time to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 3 Payment of Wages

- (A) The City shall issue paychecks, at a minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2023 will have gross wages calculated using the 2023 wage rates even if a portion of the pay period falls in 2022.
- (C) The wages due to a salaried employee who commences or leaves City employment in the middle of a pay period shall be prorated based on the number of scheduled days worked during that pay period.

SECTION 4 Public Employees' Retirement Fund

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

SECTION 5 Health Insurance

Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year, and the position of Planning and Zoning Attorney, must enroll in the City's group health insurance plan. The City shall pay eighty percent (80%) (Three Hundred Seventy-nine and 09/100 Dollars (\$379.09)) and the employee shall pay twenty percent (20%) (Ninety-four and 77/100 Dollars (\$94.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the employee's annual household income.

SECTION 6 Vacation Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive the following vacation leave beginning sixty (60) days after the employee's first day of employment, and on the anniversary dates of the employee's first day of employment, unless a higher amount is established by an agreement between City and the employee at the time the employee is hired:
- (1) Upon hire, the employee shall receive forty (40) hours of vacation leave that the employee may use only after the employee has been employed sixty (60) consecutive days.
 - (2) Upon completion of one (1) year of continuous service to the City, the employee shall receive forty (40) hours of vacation leave that the employee may use during the employee's second (2nd) year of employment.
 - (3) Upon completion of two (2) years, three (3) years, and four (4) years of continuous service to the City, the employee shall receive eighty (80) hours of vacation leave that the employee may use during the employee's third (3rd), fourth (4th), and fifth (5th) years of employment, respectively.
 - (4) Upon completion of five (5) years, six (6) years, seven (7) years, eight (8) years, and nine (9) years of continuous service to the City, the employee shall receive one hundred twenty (120) hours of vacation leave that the employee may use during the employee's sixth (6th), seventh (7th), eighth (8th), ninth (9th), and tenth (10th) years of employment, respectively.
 - (5) Upon completion of ten (10) years of continuous service to the City, the employee shall receive one hundred sixty (160) hours of vacation leave that the employee may use during the employee's eleventh (11th) year of employment. The employee shall continue to receive one hundred sixty (160) hours of vacation leave on each subsequent anniversary date of the employee's first day of employment.
- (B) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive the following vacation leave beginning sixty (60) days after the employee's first day of employment, and on the anniversary

dates of the employee's first day of employment, unless a higher amount is established by an agreement between City and the employee at the time the employee is hired:

- (1) One-half (1/2) the hours of vacation leave an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled under paragraph (A)(1) through (5) above.
 - (2) An employee hired prior to January 1, 2023 shall receive vacation leave based on the greater of either one-half (1/2) the hours of vacation leave an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year as set forth in paragraph (A)(2) through (5) above, or based on the hours of vacation leave as set forth in paragraph (A)(2) through (5) and prorated based on the number of hours worked by the employee the previous anniversary year divided by two thousand eighty (2,080) hours. The vacation leave received pursuant to this paragraph (B)(2) shall expire December 31, 2024.
- (C) Upon termination of employment, an employee who has worked for the City for at least one hundred eighty (180) days shall receive payment for all unused vacation leave and all vacation leave accrued since the last anniversary date of the employee's first day of employment (as determined under paragraph (D) below), if:
- (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) For the purposes of paragraph (C) above, an employee's vacation leave accrued since the last anniversary date of the employee's first day of employment shall be calculated as follows:
- (1) An employee in a position scheduled to work at least two thousand eighty (2,080) hours each year will receive payment for sixteen (16) hours vacation leave accrued (or eight (8) hours vacation leave accrued if the employee has less than two (2) years of continuous service with the City) for every ten (10) weeks of employment since the last anniversary date of the employee's first day of employment with the City. This payment will only be made in sixteen (16) hour increments (or eight (8) hour increments if the employee has less than two (2) years of continuous service with the City) and will not be prorated based on a partial ten (10) week period. The payment of sixteen (16) hours of vacation leave accrued for every ten (10) weeks of employment also applies to an employee with five (5) or more years of continuous service.
 - (2) An employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year will receive payment for eight (8) hours vacation leave accrued (or four (4) hours vacation leave accrued if the employee has less than two (2) years continuous service with the City) for every ten (10) weeks of employment since the last anniversary date of the employee's first day of employment. This payment will only be made in eight (8) hour increments (or four (4)

hour increments if the employee has less than two (2) years of continuous service with the City) and will not be prorated based on a partial ten (10) week period. The payment of eight (8) hours of vacation leave accrued for every ten (10) weeks of employment also applies to an employee with five (5) or more years of continuous service.

- (E) Vacation leave shall be paid at the employee's current wage rate. Payment of unused vacation leave and vacation leave accrued since the last anniversary date of the employee's first day of employment upon termination under paragraph (D) above to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 7 Sick Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive twenty-four (24) hours of sick leave upon hire, and earn six (6) hours of sick leave on the first (1st) day of each month, starting on the first (1st) day of the month after the employee has completed at least thirty (30) days of service to the City.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than two thousand eighty (2,080) hours each year shall receive twelve (12) hours of sick leave upon hire, and earn three (3) hours of sick leave on the first (1st) day of each month, starting on the first (1st) day of the month after the employee has completed at least thirty (30) days of service to the City.
- (C) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to City during January of each year at the rate of Seventeen and 50/100 Dollars (\$17.50) per hour provided the sell back does not reduce the employee's accumulated sick leave to less than two hundred forty (240) hours.
- (D) An employee who has completed more than ten (10) years employment with the City will be paid for unused sick leave in excess of four hundred eighty (480) hours up to a maximum of two hundred forty (240) hours upon termination of employment if:
 - (1) The employee gives the City a minimum two (2) week written notice of the intent to terminate employment with the City and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.
- (E) Except as provided by paragraph (C) above, sick leave shall be paid at the employee's current wage rate. Payment of unused sick leave hours upon termination under paragraph (D) above to a salaried employee shall be based on the employee's bi-weekly salary divided by eighty (80) hours.

SECTION 8 Holidays

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

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

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

SECTION 9 Floating Holidays

- (A) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who is employed with the City on January 1 or who commences employment with

the City on the first work day following January 1 is entitled to paid floating holidays each calendar year as follows:

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

SECTION 10 Increment Pay

- (A) Except for an employee in a position excluded under paragraph (G) below, each eligible employee who has completed at least one (1) year of continuous service to the City shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (B) An employee shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following the employee's date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (C) Notwithstanding paragraph (B) above, an employee who commences employment on January 1 or the first work day following January 1 shall be entitled to the annual increment pay bonus at the end of the calendar year in which the employee commenced employment provided the employee is still employed with the City at the time of payment. Should the employee terminate employment during the first year of service, then the employee is not entitled to receive an increment pay bonus.
- (D) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive an annual increment pay bonus of One Hundred Dollars (\$100) per calendar year

of continuous service, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700) per year.

- (E) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive an annual increment pay bonus as follows:
 - (1) One-half (1/2) the increment pay bonus an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled to under paragraph (D) above.
 - (2) An employee hired prior to January 1, 2023 shall receive the annual increment pay bonus based on the greater of either one-half (1/2) of the increment pay bonus of an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year would be entitled under paragraph (D) above, or based on the amount of increment pay under paragraph (D) above and prorated based on the number of hours worked by the employee the previous calendar year divided by the two thousand eighty (2,080) hours. The annual increment pay bonus received pursuant to this paragraph (E)(2) shall expire December 31, 2024.
- (F) Upon termination of employment, increment pay will be paid to an employee based on the number of calendar years of continuous service to the City as of January 1 of the current calendar year if:
 - (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (G) This section does not apply to an employee in the position(s) of:
 - (1) Planning and Zoning Attorney; and
 - (2) Probation Officer. (The structure of the salary schedule for Probation Officers adopted by the Judicial Conference of Indiana provides additional compensation based on years of service.)

SECTION 11 Longevity Bonus

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

- (C) A qualifying employee who has attained their twentieth year of employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:
- (1) The employee gives the City a minimum two (2) week written notice of the employee's intent to terminate employment with the City and the employee is in good standing with the City at the time of termination;
 - (2) The employee is terminated in the by the City and the employee is in good standing with the City at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

SECTION 12 Funeral Leave

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

SECTION 13 Court Duties

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

SECTION 14 Declared Emergency Paid Leave

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

SECTION 15 Clothing/Work Boot/Physical Fitness Allowance

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

SECTION 16 Tool/Work Shoe/Inclement Weather Gear Allowance

- (A) Each employee in a position set forth in paragraph (B) below is eligible to receive a tool/work shoe/inclement weather gear allowance. The employee may be reimbursed up to Three Hundred Fifty Dollars (\$350) per year for the purchase of tools, work shoes, and/or inclement weather gear to be used in their employment. The reimbursement shall be processed in the same manner as the clothing/work boot/physical fitness allowance.
- (B) Positions eligible to receive the tool/work shoe/inclement weather gear allowance include:
- (1) Central Garage - Fleet Maintenance Manager
 - (2) Central Garage - Assistant Fleet Maintenance Manager
 - (3) Parks and Recreation Department - Park Maintenance Development Director
 - (4) Street Department - Street Commissioner
 - (5) Street Department - Assistant Street Commissioner
 - (6) Street Department – Foreman
 - (7) Water and Sewer Departments - Utilities Superintendent
 - (8) Water and Sewer Departments - Wastewater Superintendent
 - (9) Water and Sewer Departments - Environmental Compliance Administrator
 - (10) Water and Sewer Departments - Maintenance Manager
 - (11) Water and Sewer Departments - Assistant Maintenance Manager
 - (12) Water and Sewer Departments - Water and Sewer Superintendent
 - (13) Water and Sewer Departments - Water Quality Manager
 - (14) Water and Sewer Departments - Construction/Distribution Supervisor

SECTION 17 CPA License Pay

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

SECTION 18 State Certification Bonus

- (A) Each employee of the Water and Sewer Utilities that is scheduled to work at least one thousand five hundred sixty (1,560) hours each year and is not a bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each water treatment license, wastewater treatment license, water distribution license, sewer collection license or industrial certification license

received through the State of Indiana if the license is required for the performance of the employee's position.

- (B) A Utilities Department or Wastewater Treatment Department bargaining unit employee is eligible to receive Two Hundred Dollars (\$200) for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the City's job description training requirements. Provided the employee passes the certification test, the City will pay for the cost of the test and the cost of the periodic renewal of the certification.

SECTION 19 ASE Certification Bonus

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

SECTION 20 Cell Phone Stipend

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

SECTION 21 Civilian Police Chief and Civilian Fire Chief

- (A) The Mayor may appoint a person that meets the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12 to fill the position of Civilian Police Chief instead of the position of Police Chief described in the current ordinance for Compensation for Police Department Employees in Section 1, paragraph (B)(1) and Exhibit A of that ordinance.

- (B) The Mayor may appoint a person that meets the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12 to fill the position of Civilian Fire Chief instead of the position of Fire Chief described in the current ordinance for Compensation for Fire Department Employees in Section 1, paragraph (B)(1) and Exhibit A of that ordinance.
- (C) The positions of Civilian Police Chief and Civilian Fire Chief shall be eligible to participate in PERF, and receive health insurance, vacation leave, sick leave, holidays, floating holidays, increment pay, longevity bonus, funeral leave, court duties, clothing/work boot/physical fitness allowance, and cell phone stipend as provided in this ordinance. For calculation of fringe benefits, excluding PERF, all time spent as a police officer or firefighter for the City of Goshen will count as years of service when applying the terms of benefits under this ordinance.

SECTION 22 Collective Bargaining Agreement Provisions

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

(A) Overtime.

(1) Overtime Compensation.

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

(2) Compensatory Time.

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

- (B) Call-In Pay. A bargaining unit employee shall receive call-in pay equal to the greater of the pay to which the employee is entitled for the hours worked at the applicable regular or overtime hourly rate; or a minimum of three (3) hours of pay at the employee's regular hourly rate.
- (C) Shift Differential.
- (1) A bargaining unit employee shall receive a shift differential of Thirty-five Cents (\$0.35) per hour.
 - (2) A Utilities Department bargaining unit employee who is scheduled to work outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the shift differential pay provided in paragraph (C)(1) above.
- (D) Uniforms. The City shall provide and maintain uniforms for bargaining unit employees.
- (E) Substitution Pay. A bargaining unit employee filling in the roll of an absent employee in a higher job classification for one (1) day or longer shall receive pay of the higher job classification.
- (F) Work Shoe/Inclement Weather Gear Allowance. A bargaining unit employee shall receive up to Two Hundred Twenty-five Dollars (\$225) to purchase or repair work shoes or inclement weather gear.
- (G) Commercial Driver's License (CDL).
- (1) The City will pay the cost of a basic physical required by state or federal regulations for a bargaining unit employee to maintain his or her CDL if the physical is provided by a physician designated by the City. Alternatively, if the employee chooses to have the required physical provided by his or her own physician, the City will pay an amount not exceeding the amount the City would have paid if the physical was provided by a physician designated by the City.
 - (2) The City will pay the cost of the CDL renewal or upgrade for a bargaining unit employee.
- (H) Vaccinations. The City will pay the cost for a Parks and Recreation Department bargaining unit employee to receive a hepatitis B vaccination.
- (I) On-Call Pay. A Utilities Department or Wastewater Treatment Department bargaining unit employee designated to take home a laptop computer and a communication device in order to respond to warning signals from the wastewater treatment facility shall receive on-call pay in the amount of Ten Dollars (\$10) if on a day the bargaining unit employee is scheduled to work, and Fifteen Dollars (\$15) if on a day the bargaining unit employee is not scheduled to work.
- (J) Mechanic Tool Insurance. A Central Garage bargaining unit employee will be reimbursed for insurance covering theft and fire damage of mechanic-owned tools, or the City will pay the employee's insurance company directly upon presentation of an invoice.
- (K) Mechanic Tool Allowance.
- (1) A Central Garage bargaining unit employee may use all or any portion of the work shoe/inclement weather gear allowance toward the cost to purchase tools to be used in their employment. In addition to applying all or a portion of the work shoe/inclement weather

gear allowance, a mechanic shall receive Two Hundred Fifty Dollars (\$250) to purchase tools to be used in their employment.

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

(L) ASE Certification.

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

SECTION 23 Share of Cost for Wages and Benefits

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

[Continued next page.]

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 A
2023 Positions, Classifications and Grades

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

EXHIBIT A
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Community Development	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Community Development	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	Clerk	Non-Covered, Eligible (Salary)	11
Court	Probation Officer	Covered, Exempt (Salary)	Ex D
Court	Bailiff	Covered, Non-Exempt (Hourly)	6
Court	Court Operations Assistant	Covered, Non-Exempt (Hourly)	5
Court	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Court	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Court	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Engineering	Civil City Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Utilities Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Administrative City Engineer	Covered, Exempt (Salary)	24
Engineering	Project Manager	Covered, Exempt (Salary)	20
Engineering	GIS Coordinator	Covered, Non-Exempt (Hourly)	13
Engineering	Asset Manager	Covered, Non-Exempt (Hourly)	12
Engineering	Stormwater Coordinator	Covered, Non-Exempt (Hourly)	11
Engineering	Stormwater Specialist	Covered, Non-Exempt (Hourly)	10
Engineering	Technician I	Covered, Non-Exempt (Hourly)	11
Engineering	Technician II	Covered, Non-Exempt (Hourly)	9
Engineering	Inspector I	Covered, Non-Exempt (Hourly)	10
Engineering	Inspector II	Covered, Non-Exempt (Hourly)	9
Engineering	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Engineering	Office Assistant II	Covered, Non-Exempt (Hourly)	6

EXHIBIT A
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Environmental Resilience	Environmental Resilience Director	Non-Covered, Ineligible (Salary)	19
Environmental Resilience	Education/Grant Writer	Covered, Non-Exempt (Hourly)	11
Environmental Resilience	Urban Forester II	Covered, Non-Exempt (Hourly)	10
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Civilian Fire Chief	Non-Covered, Ineligible (Salary)	25
Fire	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Fire	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Fire	Special Firefighter	Covered, Non-Exempt (Hourly)	Ex D
Legal	City Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Assistant City Attorney	Covered, Exempt (Salary)	30
Legal	Legal Compliance Administrator	Covered, Exempt (Salary)	19
Legal	Human Resources Manager	Covered, Exempt (Salary)	18
Legal	Paralegal	Covered, Non-Exempt (Hourly)	11
Legal	Administrative Legal Assistant	Covered, Non-Exempt (Hourly)	9
Legal	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Legal	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Mayor	Deputy Mayor	Non-Covered, Ineligible (Salary)	30
Mayor	Administrative Assistant	Non-Covered, Eligible (Salary)	12
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	Ex D
Non-specified	Public Works Director	Non-Covered, Ineligible (Salary)	33
Non-specified	Community Relations Director	Non-Covered, Ineligible (Salary)	12
Non-specified	Communications Coordinator	Covered, Non-Exempt (Hourly)	11

EXHIBIT A
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Non-specified	Ordinance Compliance Officer	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Coordinator	Covered, Exempt (Salary)	15
Non-specified	Technology Assistant I	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Assistant II	Covered, Non-Exempt (Hourly)	7
Non-specified	Buildings and Grounds Maintenance Manager	Covered, Non-Exempt (Hourly)	9
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	7 or Ex E
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	4 or Ex E
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	1 or Ex E
Non-specified	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Receptionist/Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Custodian	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Park Superintendent	Non-Covered, Ineligible (Salary)	19
Parks & Recreation	Conservation and Forestry Coordinator	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance Development Director	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Park Ranger/Pavilion Manager and Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14
Parks & Recreation	Recreation Coordinator	Covered, Non-Exempt (Hourly)	10
Parks & Recreation	Program Director	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	7
Parks & Recreation	Program Leader	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	3

EXHIBIT A
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	6
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	4
Parks & Recreation	Cashier	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	1
Parks & Recreation	Scorekeeper	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	1
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1
Police	Civilian Police Chief	Non-Covered, Ineligible (Salary)	25
Police	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Street	Street Commissioner	Non-Covered, Ineligible (Salary)	19
Street	Assistant Street Commissioner	Covered, Non-Exempt (Hourly)	16
Street	Foreman	Covered, Non-Exempt (Hourly)	13
Street	Heavy Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Light Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Paint and Sign Technician	Covered, Non-Exempt (Hourly)	Ex C
Street	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Utilities Superintendent	Non-Covered, Ineligible (Salary)	27
Water & Sewer	Wastewater Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Environmental Compliance Administrator	Covered, Exempt (Salary)	18
Water & Sewer	Pretreatment/Laboratory Coordinator	Covered, Exempt (Salary)	17
Water & Sewer	FOG (Fats, Oils and Grease) Inspector/Laboratory Chemist	Covered, Non-Exempt (Hourly)	14

EXHIBIT A
2023 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	Laboratory Chemist	Covered, Non-Exempt (Hourly)	13
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18
Water & Sewer	Assistant Maintenance Manager	Covered, Non-Exempt (Hourly)	15
Water & Sewer	Water and Sewer Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Water Quality Manager	Covered, Exempt (Salary)	18
Water & Sewer	Construction/Distribution Supervisor	Covered, Non-Exempt (Hourly)	16
Water & Sewer	Assistant Water Treatment Operator/Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Inspection Crew Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Meter Service Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	SCADA Operator Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Sewer Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	TVI Specialist	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water and Sewer Construction and Distribution Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Plant Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Utilities Office Manager	Non-Covered, Ineligible (Salary)	16
Water & Sewer	Utilities Office Supervisor	Covered, Non-Exempt (Hourly)	11
Water & Sewer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Water & Sewer	Office Assistant III	Covered, Non-Exempt (Hourly)	5

EXHIBIT B
2023 Wages for All Grades

Grade	MINIMUM		MIDPOINT		MAXIMUM		Grade
	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	
1		\$14.52		\$17.38		\$20.25	1
2		\$15.35		\$18.38		\$21.41	2
3		\$16.17		\$19.36		\$22.56	3
4		\$16.99		\$20.35		\$23.70	4
5		\$17.79		\$21.31		\$24.82	5
6		\$18.62		\$22.30		\$25.98	6
7		\$19.44		\$23.28		\$27.13	7
8		\$20.26		\$24.27		\$28.27	8
9		\$21.08		\$25.25		\$29.42	9
10		\$21.91		\$26.23		\$30.56	10
11	\$1,818.15	\$22.73	\$2,177.43	\$27.22	\$2,536.71	\$31.71	11
12	\$1,883.84	\$23.55	\$2,256.10	\$28.20	\$2,628.36	\$32.85	12
13	\$1,949.53	\$24.37	\$2,334.77	\$29.18	\$2,720.01	\$34.00	13
14	\$2,015.22	\$25.19	\$2,413.44	\$30.17	\$2,811.66	\$35.15	14
15	\$2,080.91	\$26.01	\$2,492.11	\$31.15	\$2,903.31	\$36.29	15
16	\$2,146.62	\$26.83	\$2,570.80	\$32.14	\$2,994.98	\$37.44	16
17	\$2,212.31		\$2,649.47		\$3,086.63		17
18	\$2,278.00		\$2,728.14		\$3,178.28		18
19	\$2,343.69		\$2,806.81		\$3,269.93		19
20	\$2,409.38		\$2,885.48		\$3,361.58		20
21	\$2,475.07		\$2,964.15		\$3,453.23		21
22	\$2,540.75		\$3,042.82		\$3,544.89		22
23	\$2,606.44		\$3,121.49		\$3,636.54		23
24	\$2,672.13		\$3,200.16		\$3,728.19		24
25	\$2,737.82		\$3,278.83		\$3,819.84		25
26	\$2,803.51		\$3,357.50		\$3,911.49		26
27	\$2,869.20		\$3,436.17		\$4,003.14		27
28	\$2,934.89		\$3,514.84		\$4,094.79		28
29	\$3,000.58		\$3,593.51		\$4,186.44		29
30	\$3,066.27		\$3,672.18		\$4,278.09		30
31	\$3,133.42		\$3,752.60		\$4,371.78		31
32	\$3,202.02		\$3,834.76		\$4,467.50		32
33	\$3,272.82		\$3,919.55		\$4,566.28		33

EXHIBIT C
2023 Hourly Wages for Teamster Employees

Union Category	0 to 1 Year	1 Year to 3 Years	Over 3 Years
A	\$28.00	\$30.00	\$32.00
B	\$22.94	\$25.03	\$27.10
C	\$22.39	\$24.77	\$26.42
D	\$21.89	\$24.22	\$26.09
E	\$21.20	\$23.49	\$25.16

Union Category A

Mechanic
 SCADA Operator Technician

Union Category B

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

Union Category C

Assistant Water Treatment Operator/Maintenance Technician

Union Category D

Mechanic Assistant
 Park Maintenance
 Light Equipment Operator
 Meter Service Technician

Union Category E

None

EXHIBIT D
2023 Wages for Ungraded Positions

Department/Office	Position	Classification	Wage
Aviation	Airport Manager	Covered, Exempt (Salary)	\$2,017.44 Bi-Weekly
Court	Probation Officer *	Covered, Exempt (Salary)	See Below
Legal	City Attorney	Non-Covered, Ineligible (Salary)	\$4,995.08 Bi-Weekly
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$329.84 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$191.22 Bi-Weekly

* A Probation Officer shall be compensated in accordance with the Judicial Conference of Indiana's 2023 minimum salary schedule for probation officers, and the salary of a Probation Officer that is currently paid above the minimum salary schedule shall not be reduced. A Probation Officer position that is scheduled to work less than 2,080 hours each year shall be paid in accordance with the minimum salary schedule on a pro rata basis.

EXHIBIT E

2023 Wages for Certain Temporary, Intermittent, or Seasonal Positions

Department/Office	Position	Classification	Hourly Wage Range	
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	\$14.02	\$16.79
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	\$13.27	\$15.89
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	\$11.83	\$14.17

ORDINANCE 5139

2023 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2023 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “Non-Bargaining Unit Employees,” “Non-Bargaining Unit Positions,” or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Fire Chief,
 - (2) Assistant Fire Chief,
 - (3) Certified Chief Inspector,
 - (4) Chief Inspector,
 - (5) Inspector I,
 - (6) Inspector II, and
 - (7) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “Bargaining Unit Employees,” “Bargaining Unit Positions,” or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Ambulance Captain,
 - (3) Lieutenant,
 - (4) Ambulance Lieutenant,
 - (5) Sergeant,
 - (6) Private, and
 - (7) Probationary Private.

- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2023 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Fire Chief and Assistant Fire Chief positions shall be compensated on a salary basis.
- (C) The Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) The Battalion Chief position shall be compensated for all hours worked in a work period consistent with the terms of the collective bargaining agreement for Bargaining Unit Positions.
- (E) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Except as provided by subsection (E)(2), for the purposes of calculating overtime compensation, the employee shall be compensated:
 - (i) One-half ($\frac{1}{2}$) the applicable hourly rate for hours worked in excess of two hundred four (204) hours to two hundred sixteen (216) hours in any work period. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
 - (ii) Two (2) times the base hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period. The base hourly rate shall be the annual base salary divided by two thousand nine hundred twelve (2,912) hours.
 - (2) If an employee in a Bargaining Unit Position is attending mandated paramedic training to obtain the initial paramedic license, the employee shall be compensated one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period for the purpose of attending mandated paramedic training. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.

- (3) An employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay at the employee's overtime rate.
- (4) In lieu of cash payment for overtime compensation,
 - (i) City may elect to provide employees compensatory time at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours of compensatory time.
 - (ii) An employee may elect to receive member elected compensatory time ("MECT") at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of forty-eight (48) hours. Unused MECT shall be paid at the base hourly rate applicable in the year in which the MECT hours were worked.
- (F) Except for the payment of unused MECT under subsection (E)(4)(ii), upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (1) The average regular rate received by the employee during the last three (3) years of employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2023 will have gross wages calculated using the 2023 wage rates even if a portion of the pay period falls in 2022.

SECTION 5 Firefighters' Pension and Disability Fund

Each employee is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Seventy-nine and 09/100 Dollars (\$379.09)) and the employee shall pay twenty percent (20%) (Ninety-four and 77/100 Dollars (\$94.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the employee's annual household income.

SECTION 7 Vacation Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
 - (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
 - (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
 - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
 - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.

- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Each employee shall accrue vacation leave based on the following schedule:
 - (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
 - (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
 - (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
 - (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.

- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.

- (D) Vacation leave shall be paid at the employee's current wage rate.

SECTION 8 Sick Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
- (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
 - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
 - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
 - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.
 - (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.
 - (4) Upon retirement, City will pay a retiring employee for sick leave hours accrued between One thousand Six hundred Eighty (1,680) hours and Two thousand Four hundred (2,400) hours.
 - (5) Any sick leave hours sold back to city will be sold to city at the rate of Eight and 50/100 Dollars (\$8.50) per hour.

- (C) Except as provided by subsections (A)(4) and (A)(5) and subsections (B)(2), (B)(3) and (B)(5), sick leave shall be paid at the employee's current wage rate.

SECTION 9 Personal Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, and Inspector II positions.
 - (1) Each employee shall receive forty (40) hours of paid personal leave each calendar year.
 - (2) An employee may carry over not more than fifty-six (56) hours of unused personal leave from a previous calendar year.
 - (3) Upon termination, the employee shall be paid for not more than eighty (80) hours of unused personal leave.
 - (4) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Each employee who has accrued forty-eight (48) hours of sick leave shall be entitled to take seventy-two (72) hours of personal leave per calendar year. An employee shall not be required to reduce their accrued sick leave in order to receive paid personal leave.
 - (2) An employee may not accrue personal leave from year to year. However, if an employee has unused personal leave at the end of the year, the employee shall be paid for such unused personal leave.
- (C) Personal leave shall be paid at the employee's current wage rate.

SECTION 10 Holiday Compensation

- (A) Non-Bargaining Unit Employees
 - (1) Each Non-Bargaining Unit Employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
 - (i) New Year's Day
 - (ii) Martin Luther King, Jr. Day
 - (iii) Memorial Day
 - (iv) Independence Day
 - (v) Labor Day
 - (vi) Veteran's Day

- (vii) Thanksgiving Day
 - (viii) Day following Thanksgiving Day
 - (ix) Christmas Eve
 - (x) Christmas Day
- (2) Holiday compensation shall be paid the last pay day in November.
 - (3) In the event a Non-Bargaining Unit Employee commences employment after January 1 of the current calendar year, the employee shall receive holiday compensation for only those holidays occurring after the employee's date of hire.
 - (4) In the event a Non-Bargaining Unit Employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.
- (B) Bargaining Unit Employees
- (1) Bargaining Unit Employees will not receive separate holiday compensation. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account.

SECTION 11 Annual Longevity Increase in Pay

- (A) Each employee shall receive an annual longevity increase in pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) The annual longevity increase in pay due shall reflect the number of years and partial years completed by the employee at the end of the previous calendar year, and shall be included in the employee's regular bi-weekly paycheck.
- (C) Each employee in a Bargaining Unit Position shall receive a one-time bonus payment for more than twenty (20) years of continuous service to the department. The one-time payment shall be equal to fifteen percent (15%) of the current year's pay to a Private and shall be paid within thirty (30) days after to the employee's 20th anniversary date.

SECTION 12 Twenty Year Bonus

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Fire Department shall receive an annual twenty (20) year bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual twenty (20) year bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.

- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty (20) year bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:
 - (1) The employee is in good standing with the city at the time of termination.
 - (2) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city unless the employee is terminated by the city.
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) The twenty (20) year bonus shall be paid the last pay day of December or at the time of termination of employment.

SECTION 13 Uniform Allowance

- (A) Each employee shall receive an annual uniform allowance of Two Hundred Dollars (\$200) to purchase and maintain uniforms.
- (B) The uniform allowance shall be paid the first pay day of December.

SECTION 14 Master Firefighter/Fire Officer I Certification Pay

- (A) An employee who holds a Master Firefighter/Fire Officer I certification shall receive annual certification pay in the amount One Hundred Sixty Dollars (\$160), or a prorated portion thereof.
- (B) The certification pay shall be paid the first pay day in December.

SECTION 15 Classification Pay

- (A) An employee shall receive the following annual classification pay for each classification to which the employee is appointed.
 - (1) Fire Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (2) Public Relations and Education, Five Hundred Dollars (\$500).
 - (3) Arson Investigator, Six Hundred Dollars (\$600).
 - (4) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (5) Command System Coordinator, Seven Hundred Fifty Dollars (\$750).
- (B) The classification pay will be included in the employee's regular bi-weekly paycheck.

SECTION 16 Paramedic Pay

- (A) An employee serving as an active paramedic shall receive a paramedic pay equal to nine percent (9%) of the base salary for a private.
- (B) An employee that is placed on restricted paramedic assignment shall receive thirty percent (30%) of the paramedic pay set forth in paragraph (A) for the year.
- (C) The paramedic pay will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic pay will be prorated accordingly.

SECTION 17 Working Out of Classification; Dual Classification

- (A) An employee in a Bargaining Unit Position carrying out the duties of a position or rank above which the employee normally holds shall be paid in accordance with the terms of the collective bargaining agreement.
- (B) An employee in a Bargaining Unit Position holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

SECTION 18 Funeral Leave

An employee is entitled to five (5) consecutive calendar days off without the loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. An employee is entitled to one (1) day off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's family member other than an immediate family member. This section shall also apply to Non-Bargaining Unit Employees.

SECTION 19 Duty-Related Illness or Injury

An employee who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to Non-Bargaining Unit Employees.

SECTION 20 Severance Pay

- (A) An employee is entitled to severance pay in accordance with the terms of the collective bargaining agreement due to an illness or injury arising out of or in the course of the employee's duties and the illness or injury is of the nature, degree and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. This section shall also apply to Non-Bargaining Unit Employees.
- (B) The severance pay will be fifty percent (50%) of the remainder of the following:
 - (1) The employee's pay and benefits for fifty-two (52) weeks, less
 - (2) The pay and benefits paid to the employee pursuant to Section 19, Duty-Related Illness or Injury.

SECTION 21 Death Benefits

The city shall pay the beneficiary of any employee who dies during the calendar year all benefits that the employee has not yet received.

SECTION 22 Paramedic Hiring Bonus

Upon approval of the Board of Public Works and Safety, a first-time employee of the Goshen Fire Department who is a licensed/certified paramedic shall be paid a one-time bonus of Seven Thousand Five Hundred Dollars (\$7,500) in accordance with the terms and conditions of an agreement to be executed between the City of Goshen and the new employee.

SECTION 23 Cell Phone Stipend

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

SECTION 24 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

[Continued next page.]

EXHIBIT A

2023 Base Wages

Fire Chief	\$3,572.41 Bi-weekly
Assistant Fire Chief	\$3,343.35 Bi-weekly
Certified Chief Inspector	\$35.80 per Hour
Chief Inspector	\$33.20 per Hour
Inspector I	\$30.57 per Hour
Inspector II	\$28.85 per Hour

	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Battalion Chief	\$78,877	\$28.62 per Hour
Captain	\$67,133	\$24.36 per Hour
Ambulance Captain	\$67,133	\$24.36 per Hour
Lieutenant	\$63,743	\$23.13 per Hour
Ambulance Lieutenant	\$63,743	\$23.13 per Hour
Sergeant	\$60,184	\$21.84 per Hour
Ambulance Sergeant	\$60,184	\$21.84 per Hour
Private	\$58,673	\$21.29 per Hour
Probationary Private	\$58,673	\$21.29 per Hour

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

ORDINANCE 5140

2023 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2023 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Police Chief,
 - (2) Assistant Police Chief,
 - (3) Division Chief,
 - (4) Special Police Officer,
 - (5) Special Police Officer – Investigations & Community Relations, and
 - (6) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Lieutenant,
 - (3) Detective,
 - (4) Sergeant,
 - (5) Patrol Officer,
 - (6) Probationary Patrol Officer, and
 - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:

- (1) Special Police Officer,
 - (2) Special Police Officer – Investigations & Community Relations, and
 - (3) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2023 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer, Special Police Officer – Investigations and Community Relations, and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
 - (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee’s prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
 - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
 - (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2023 will have gross wages calculated using the 2023 wage rates even if a portion of the pay period falls in 2022.

SECTION 5 Police Officers' Pension and Disability Fund

Each police officer, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Public Employees' Retirement Fund

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

SECTION 7 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Seventy-nine and 09/100 Dollars (\$379.09)) and the employee shall pay twenty percent (20%) (Ninety-four and 77/100 Dollars (\$94.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed the annual Affordable Care Act affordability percentage of the employee's annual household income.

SECTION 8 Vacation Leave

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
 - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
 - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
 - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

SECTION 9 Sick Leave

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

SECTION 10 Personal Leave

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

SECTION 11 Holiday Compensation

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
 - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
 - (2) Holiday compensation for the civilian employee positions shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by eleven (11) holidays per calendar year.

- (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

SECTION 12 Longevity Increase

- (A) Each employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

	<u>Annual Longevity Increase</u>	<u>Annual Total</u>
Year 1	\$200	\$200
Year 2	\$200	\$400
Year 3	\$200	\$600
Year 4	\$200	\$800
Year 5	\$200	\$1,000
Year 6	\$200	\$1,200
Year 7	\$200	\$1,400
Year 8	\$200	\$1,600
Year 9	\$200	\$1,800
Year 10	\$200	\$2,000
Year 11	\$200	\$2,200
Year 12	\$200	\$2,400
Year 13	\$200	\$2,600
Year 14	\$200	\$2,800
Year 15	\$200	\$3,000
Year 16	\$200	\$3,200
Year 17	\$200	\$3,400
Year 18	\$660	\$4,060
Year 19	\$670	\$4,730
Year 20	\$670	\$5,400
Year 21+	\$0	\$5,400

- (B) The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually as of the employee's anniversary date.

SECTION 13 On-Call Pay

The officer assigned to be on-call as a detective, the officer assigned to be on-call as an evidence technician, and the Secretary assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.

SECTION 14 Clothing Allowance

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
 - (1) Police officers, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, One Thousand Five Hundred Dollars (\$1,500).
 - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

SECTION 15 Technical Skills Pay

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
 - (1) First technical skill, Five Hundred Dollars (\$500).
 - (2) Second technical skill, Three Hundred Dollars (\$300).
 - (3) Third technical skill, Three Hundred Dollars (\$300).
 - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
 - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee’s regular bi-weekly paycheck.

SECTION 16 Patrol Officer in Charge of Shift

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee’s next regular bi-weekly paycheck.
- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

SECTION 17 Field Training Officer

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.
- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

SECTION 18 Other Specialty Pay

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
 - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
 - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
 - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

SECTION 19 Non-Rank Departmental Positions

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

SECTION 20 Shift Differential

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
 - (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
 - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 21 Tuition Reimbursement

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

SECTION 22 Wellness Program

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

SECTION 23 Court Time Pay

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

SECTION 24 Funeral Leave

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

SECTION 25 Duty-Related Illness or Injury

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

SECTION 26 Cell Phone Stipend

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

SECTION 27 Residency Bonus

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

SECTION 28 Hiring Bonus

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

SECTION 29 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee’s regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

EXHIBIT A
2023 Base Wages

POLICE OFFICERS

	<u>Annual Base Salary</u>	<u>Bi-Weekly Salary</u>
Police Chief		\$3,610.71
Assistant Police Chief		\$3,402.66
Division Chief		\$3,185.68
	<u>Annual Base Salary</u>	<u>Base Wage per Hour</u>
Captain	\$72,483	\$34.42
Lieutenant	\$67,147	\$31.88
School Resource Officer	\$67,147	\$31.88
Detective	\$67,147	\$31.88
Sergeant	\$63,631	\$30.21
Patrol Officer	\$60,217	\$28.59
Probationary Patrol Officer	\$55,400	\$26.31

CIVILIAN EMPLOYEES

	<u>Base Wage per Hour</u>
Special Police Officer	\$26.06
Special Police Officer – Investigations & Community Relations	\$26.58
Secretary	\$23.29

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

ORDINANCE 5141

2023 Compensation for Police Reserve Officers

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

NOW, THEREFORE, BE IT ORDAINED that the Goshen Common Council approves the 2023 compensation for the Police Reserve Officers as follows:

SECTION 1 Uniform Allowance

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

SECTION 2 Court Appearance Compensation

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

SECTION 3 Duty-Related Illness or Injury

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

PASSED by the Goshen Common Council on _____, 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



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

TO: Mayor Jeremy Stutsman and the Goshen Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Proposed Ordinance 5142, Additional Appropriations

DATE: October 10, 2022

Thank you for considering Ordinance 5142, Additional Appropriations, which requests authorization from the Council and Mayor to spend additional and available money from various accounts. The Mayor and Clerk-Treasurer requested this ordinance because the Common Council is the City's fiscal body which authorizes the City's budget and any budget adjustments.

An appropriation is "permission to spend available money" and is tied to a specific fund. Within a fund there are four spending categories and multiple accounts. It is possible to get permission to move budgeted spending between accounts and categories, but sometimes the total appropriations within a fund is insufficient for the fund's total spending, due to emergencies, unforeseen circumstances, or budget errors. In this case, the Mayor and Clerk-Treasurer propose an additional appropriation if the expenditures are necessary and paying the expenditure might otherwise overspend the budgeted appropriation. After Council approval, the Clerk-Treasurer submits the additional appropriation to the Department of Local Government Finance ("DLGF") for final approval. The DLGF will only approve an additional appropriation if the Clerk-Treasurer proves that the City has cash available for the additional appropriation and the following year's budget.

In the case of the Coronavirus and ARP Grant funds, the City's auditors recommended the City transfer the money to the General and Aviation funds. The City applied for these grants using prior year spending, so the cash should now move to the appropriate funds. Once the money is transferred, each of these grant funds will be depleted and terminated at the end of the year per the federal grant rules.

For the Aviation Fund and the Cumulative Capital Improvement Fire Fund, the respective departments encountered substantial capital improvement projects in 2022 that required spending beyond the current budgeted amounts.

The Brownfield Revolving Loan Fund is currently paying for cleanup projects throughout the City. The City did not establish a budget for this fund in prior years, but the City has spent \$102,769.58 so far in 2022 and needs to appropriate these expenditures in order to remain in compliance with the State's appropriation requirements.

Again, each affected fund has sufficient cash balances to spend these appropriations. If the ordinance is approved by the Council, the Clerk-Treasurer's office will submit necessary information to the DLGF for final approval.

ORDINANCE 5142

Additional Appropriations

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

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

WHEREAS the City of Goshen received federal grant funding from the CARES and American Rescue Plan Acts to reimburse operating costs in the General and Aviation Funds respectively,

WHEREAS the City of Goshen received federal grant funding from the U.S. Environmental Protection Agency to provide environmental cleanup within the City boundaries,

WHEREAS the City of Goshen needed emergency repairs to equipment including the remount of an ambulance and the frame rail replacement on a quint firetruck.

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

CORONAVIRUS RELIEF FUND

150-520-11-452.0004 CVRF / Transfer Out \$108,901.00
(To be paid to 101-410-00-391.0004 General / Transfer In)

CORONAVIRUS AIRPORT RELIEF FUND

151-530-00-452.0004 CVAIR / Transfer Out \$10,165.70
(To be paid to 206-430-00-391.0004 Aviation / Transfer In)

ARP AVIATION GRANT FUND

177-410-00-452.0004 CVRF / Transfer Out \$59,000.00
(To be paid to 206-430-00-391.0004 Aviation / Transfer In)

AVIATION FUND

206-530-00-436.0503 Aviation / Repair Bldg – Structures \$36,000.00

CUMULATIVE CAPITAL IMPROVEMENT – FIRE FUND

433-510-00-445.0501 CCI Fire / Other Equipment \$75,000.00

BROWNFIELD REVOLVING LOAN FUND

497-560-00-439.0500 BRLF / Grant Awarded \$150,000.00

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 _____
a.m./p.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2022.

Jeremy P. Stutsman, Mayor



City Clerk-Treasurer

CITY OF GOSHEN

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TO: Mayor Jeremy Stutsman and the Goshen Common Council

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Proposed Council Resolution 2022-24, Category Transfer

DATE: October 10, 2022

Thank you for considering Resolution 2022-24, Category Transfer, which requests authorization from the Council and Mayor to move available resources between major categories within the City's funds. The Mayor and Clerk-Treasurer requested this resolution because the Common Council is the City's fiscal body which authorizes the City's budget and any budget adjustments.

An appropriation is "permission to spend available money" and is tied to a specific fund. Within a fund there are four spending categories and multiple accounts. The Department of Local Government Finance ("DLGF") requires Council approval to move an appropriation from one category to another. The Council can approve this when a department needs additional room to spend in one category and has available appropriations in another category.

By moving an appropriation from one category to another, the Council is only changing the category from which the City pays an expenditure. The Council is not approving any additional spending, so the fund's total appropriation remains the same.

For each of the category transfers in Resolution 2022-24, a department head recognized a need in one of their budget categories, reported the need to the Mayor and Clerk-Treasurer, and request that the Council approve the transfer so they can continue their operations:

- The Cemeteries need to replace an aging compact tractor sooner than expected, and needed an additional \$4,000 appropriation in the Capital Outlays category. Due to understaffing this year, there was appropriations available in the Part-Time Wages budget.
- Due to understaffing, Central Garage has been outsourcing City vehicles to local garages and repair shops. This resulted in \$83,500 of unspent appropriations in Part-Time Wages to be transferred to Other Services & Charges and Capital Outlays.



City Clerk-Treasurer

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- The Fire Department is paying more invoices from Other Services & Charges than expected while they do not expect to see as many expenses in Medical Supplies. The Fire Department expects they will need the \$10,300 in Other Services & Charges instead of Supplies.
- The City budgeted more wages than necessary in the Board of Works Wages line in case the 2022 Personal Services appropriations in other departments was insufficient. The Fire Department has paid nearly all of its Overtime budget for 2022, and will benefit from a \$50,000 category transfer from the Board of Works Wages. Central Garage encountered unprecedented fuel costs in recent months and will receive a \$100,000 category transfer from the Board of Works Wages.
- The City Court did not anticipate the need for a metal detector and lobby monitor when budgeting for 2022. Sufficient appropriations existed in the Maintenance Contract line (Other Services & Charges), but the Court needed to make the purchase from the Office Equipment line (Supplies).

If the Council approves the proposed category transfers, the Clerk-Treasurer will then register the adjustments in the City's books and communicate the transfers to the departments. These category transfers are adjustments that only require Council approval to be final, and do not require notification to the DLGF.

**GOSHEN COMMON COUNCIL
Resolution 2022-24**

Category Transfer

WHEREAS it is necessary to transfer funds budget categories to cover expenses.

WHEREAS certain existing budget appropriations have unobligated funds that are available for the category transfer.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the transfer of funds between the following budget categories:

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personal Services
Line Number: 101-510-09-411.0140
Line Name: Cemeteries / Part-Time Wages
Amount of the Transfer: (\$4,000.00)

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Capital Outlays
Line Number: 101-510-09-445.0501
Line Name: Cemeteries / Capital Outlays
Amount of the Transfer: \$4,000.00

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personal Services
Line Number: 101-510-18-411.0140
Line Name: Central Garage / Part-Time Wages
Amount of the Transfer: (\$83,500.00)

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Other Services & Charges
Line Number: 101-510-18-436.0202
Line Name: Central Garage / Outside Repair Maintenance Vehicles
Amount of the Transfer: \$81,019.00

Budget Category: Capital Outlays
Line Number: 101-510-18-445.0501
Line Name: Central Garage / Machinery and Equipment
Amount of the Transfer: \$2,481.00

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Supplies
Line Number: 101-520-12-422.0300
Line Name: Ambulance / Medical Supplies
Amount of the Transfer: (\$10,300.00)

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Other Services & Charges
Line Number: 101-520-12-430-0901
Line Name: Fire / Other Services Charges
Amount of the Transfer: \$10,300.00

GENERAL FUND CATEGORY TRANSFER FROM:

Budget Category: Personal Services
Line Number: 101-510-07-411.0130
Line Name: Board of Works / Full-Time Wages
Amount of the Transfer: (\$150,000.00)

GENERAL FUND CATEGORY TRANSFER TO:

Budget Category: Personal Services
Line Number: 101-520-12-411.0160
Line Name: Fire / Overtime
Amount of the Transfer: \$50,000.00

Budget Category: Supplies
Line Number: 101-510-18-422.0210
Line Name: Central Garage / Gas, Diesel
Amount of the Transfer: \$100,000.00

COURT FEES CATEGORY TRANSFER FROM:

Budget Category: Other Services & Charges
Line Number: 274-510-00-431.0500
Line Name: Court Fees / Maintenance Contract
Amount of the Transfer: (\$1,000.00)

COURT FEES CATEGORY TRANSFER TO:

Budget Category: Supplies
Line Number: 274-510-00-422.0151
Line Name: Court Fees / Office Equipment
Amount of the Transfer: \$1,000.00

PASSED by the Goshen Common Council on October _____, 2022.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

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

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on October _____, 2022.

Jeremy P. Stutsman, Mayor



**City Court
CITY OF GOSHEN**

111 East Jefferson Street, Suite 2 • Goshen, IN 46528-3717

Phone (574) 533-9365 • Fax (574) 533-3235 • TDD (574) 534-3185
citycourt@goshencity.com • www.goshenindiana.org

August 23, 2022

Goshen Common Council
Mayor Jeremy Stutsman

Re: Category Transfer Form

Dear Council Members and Mayor:

The Court has determined the necessity of having an increased, more sophisticated level of security for the Court room during Court, as well as for the Court staff on a regular basis. This was expedited due to the recent change in gun laws that went into effect July 1, 2022 for the State of Indiana. The first step was to put a walk-through metal detector in place.

Several bids were obtained and reviewed by the Legal Department, and the one that was identified as the most efficient and economical unit was purchased; however, the total exceeded the amount available in our Office Equipment line.

The Court is requesting that \$1,000 be transferred from our Maintenance Contract line to cover this essential security unit.

Your attention and consideration of this request is greatly appreciated.

Respectfully,

A handwritten signature in black ink that reads "Richard L. Mehl". The signature is written in a cursive style with a large initial "R".

Richard L. Mehl, Judge
Goshen City Court



Burton Matteson, Director
OAKRIDGE, VIOLETT AND WEST GOSHEN CEMETERIES
CITY OF GOSHEN

202 South Fifth Street • Goshen, IN 46528-3714

Phone (574) 536-1478

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August 18, 2022

Goshen Common Council & Mayor Jeremy Stutsman

Council Members & Mayor,

This note accompanies the Category Transfer Form.

The planned replacement of one of our aging compact tractors was fast-tracked due to some new tasks that it could not accomplish.

Bids have been sought by the Fleet Manager and after discussion with him, the unit that fits our needs best comes out over what was available in our Machinery line.

I am requesting that \$4000 be transferred from our Part-Time Labor line. (That line has some surplus because we have been unable to hire enough workers.)

Thank you for your attention to this.

All the best,

A handwritten signature in black ink that reads "Burton Matteson". The signature is written in a cursive style with a long, sweeping underline.



**Department of Community Development
CITY OF GOSHEN**

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

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Memorandum

TO: City Council

FROM: Becky Hutsell, Redevelopment Director

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

DATE: October 10, 2022

Ordinance 5134 is being presented to the City Council for second and final reading. A copy of the ordinance, along with all of the 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 have worked 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 The Bank of New York Mellon Trust Company, N.A., 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 The Bank of New York Mellon Trust Company, N.A. ("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)

FINANCING AND COVENANT AGREEMENT

BETWEEN

GREENWOOD RENTAL PROPERTIES, LLC

AND

CITY OF GOSHEN, INDIANA

Dated as of October 1, 2022

The rights of the Issuer hereunder have been assigned to The Bank of New York Mellon Trust Company, N.A., 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 October 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 October 1, 2022 ("Indenture") between the Issuer to The Bank of New York Mellon Trust Company, N.A., 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 October 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 October 11, 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 The Bank of New York Mellon Trust Company, N.A., 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 June 1, 2024.

(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 June 1, 2024.

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(c) 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(d) of the Indenture, 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:

The Bank of New York Mellon Trust Company, N.A.
300 North Meridian, Suite 910
Indianapolis, IN 46204
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.

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT, dated as of the _____ day of October, 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 October 10, 2022, a correct copy of which is incorporated herein by reference ("Bond Ordinance") and as described in the Trust Indenture, dated as of October 1, 2022 ("Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., 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, 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 it first complies with applicable Federal and State of Indiana securities laws, and it notifies the Issuer in writing before such transfer is made.
- (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 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.

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.

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.

TRUST INDENTURE

BETWEEN

CITY OF GOSHEN, INDIANA

AND

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

Indianapolis, Indiana

as Trustee

\$ _____

CITY OF GOSHEN, INDIANA

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

Dated as of October 1, 2022

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TRUST INDENTURE

This TRUST INDENTURE dated as of the first day of October, 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 The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, with a 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 October 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 designated corporate office of The Bank of New York Mellon Trust Company, N.A., as Trustee, in the City of Dallas, Texas, 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 October 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 October 1, 2022 ("Indenture") duly executed and delivered by the Issuer to The Bank of New York Mellon Trust Company, N.A., 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 it first complies with Federal and State of Indiana securities laws, and it notifies the Issuer in writing before such transfer is made.

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.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., 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

<u>Schedule of Advances</u>	
<u>Date</u>	<u>Amount</u>

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 October [12], 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 October 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 The Bank of New York Mellon Trust Company, N.A. 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 The Bank of New York Mellon Trust Company, N.A., 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. The Series 2022 Bonds shall be dated as of the date of their delivery.

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

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 designated corporate trust 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) Completion Certificate. The Company shall deliver to the Trustee and the Issuer within fifteen (15) days after the completion of the Project, a written completion certificate:

(i) stating that the Project has been constructed and/or acquired, delivered and installed on the Project site and the date of completion;

(ii) stating that the Company is of the opinion that the Project has been fully paid for and that no claim or claims exist against the Issuer or the Company or against the property of the Issuer or the Company out of which a lien based on furnishing labor or material for the Project exists or might ripen and that the Company will not be submitting any further request for a disbursement from the Construction Account.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the Issuer and the Trustee a certificate of the Company or Issuer when and as such claim or claims shall have been fully paid.

(d) 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. 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. The Trustee shall have no duty to review or analyze such financial statements and shall hold any financial statements solely as a repository for the benefit of the Owner(s); 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 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 first class 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) Government 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 Government 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 Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government 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 Government 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 Government Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Government 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 mail, certified mail, or first class 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 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. The Issuer and the Bondholder shall be responsible for calculating any shortfall. The Trustee shall not be required or responsible for maintaining any record of a shortfall in TIF Revenues.

(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, The Bank of New York Mellon Trust Company, N.A., 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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., 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

\$

The Bank of New York Mellon Trust Company, N.A., as Trustee

Baker Tilly Municipal Advisors, LLC

EXHIBIT B

Affidavit of Construction Fund Disbursement Request

NO. 1

The Bank of New York Mellon Trust Company, N.A.
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 October 1, 2022 ("Indenture") between the City of Goshen, Indiana ("Issuer") and The Bank of New York Mellon Trust Company, N.A. ("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

\$ _____