



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. August 30, 2021

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: August 23, 2021

Approval of Agenda

- 1) Life Saving Award Presentation
- 2) Request for Road Closures 23rd Annual Riding to Remember (Mary Anne Ballard)
- 3) Request to Close Alley for Venturi (Stacy Dechnik)
- 4) Request for Parking and Partial Street Closure (Adam Scharf)
- 5) PD: Conditional Offer of Employment to David Michael Stump
- 6) PD: Resignation of Lt. Lloyd C. Waddell
- 7) Rock Run Creek Improvements-Balancing Change Order (JN: 2019-0025C)
- 8) Resolution Authorizing the Execution of Lease/Purchase Agreement
- 9) Rescheduling of September 6th Board of Works, Safety and Stormwater Board to September 7th due to city holiday (Labor Day)

Privilege of the Floor

Board of Public Works and Safety Order: 308 E. Plymouth Avenue

Approval of Civil City and Utility Claims

Adjournment



MINUTES of Aug. 23, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Convened 2:00 p.m., Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Member Mike Landis (acting chair), Member Mary Nichols, Member Barb Swartley,
Member DeWayne Riouse

Absent: Mayor Jeremy Stutsman

Call to Order: Board of Works & Safety Member Mike Landis, serving as the Chair in the absence of Mayor Stutsman, called the meeting to order at 2:01 p.m.

Review/approval of Minutes: The minutes of the Aug. 16, 2021 Board of Works meeting were presented. **Board of Works Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board of Works Member Barb Swartley. Motion passed 4-0.**

Review/approval of Agenda: Acting Chair Landis presented the agenda for consideration by the Board. **Nichols moved to approve the agenda and the motion was seconded by Swartley. Motion passed 4-0.**

1. Request for use of city parking spaces for Goshen Brewing Co. event on Sept. 5, 2021

Jesse Sensenig of Goshen Brewing Co. said the business is hosting a concert on its lawn on Sept. 5 and would like to put the stage and a food truck at the edge of its property, in the parking lot. This will not impact traffic and will take two parking spaces. Sensenig would like to use the spaces from 3-11 p.m. The Board was informed that Director of Public Works Dustin Sailor has no issue with the request as long as the stage equipment load is adequately distributed on the pavers. In response to a question from Landis, Sensenig confirmed only a few spaces will be used.

Nichols made a motion to allow Goshen Brewing Co. to use two parking spaces adjacent to the business, from 3-11 p.m. on Sept. 5, 2021, during a concert at the business. Swartley seconded the motion. Motion passed 4-0.

2. Downtown street closures & parking requests for Sept/Oct First Fridays & Sept. 11 for Arts on the Millrace

On behalf of Downtown Goshen, Inc., Adrienne Nesbitt of Eyedart Creative Studio requested closure and parking requests for First Friday in September and October and a parking request for Arts on the Millrace on Sept. 11.



For Sept. 3, Nesbitt requested that Main Street be closed with no parking from Lincoln Avenue south to Jefferson Street at 8 a.m. and the closure of East Washington Street with no parking from Main Street east to 5th Street at 8 a.m. to 10 p.m. She also requested that a Trash Trailer be located in a parking spot behind the Electric Brew and that 10 parking spots be set aside with no-parking on the west side of the Goshen Brewing Co parking lot (next to the grass) for VW buses to park starting at 5 p.m. Friday, Sept. 3. For Oct. 1, Nesbitt requested that Main Street be closed with no parking from Lincoln Avenue south to Jefferson Street at 8 a.m. and the closure of East Washington Street with no parking from Main Street east to 5th Street. at 8 a.m. and that a Trash Trailer be placed in a parking spot behind the Electric Brew. And for Sept. 11, Nesbitt requested that three parking spaces near the Powerhouse Building and Goshen Brewing Co. on Washington Street be reserved for use during the Arts on the Millrace event, from 8 a.m. to 9 p.m. on Sept. 11, 2021.

Nichols/Swartley moved to approve the Sept. 3 and Oct. 1 street and parking space closures and the Sept. 11 parking space closures as requested by Downtown Goshen, Inc. Motion passed 4-0.

3. Electrical license request for Bradley D. Morton

City Building Commissioner/Commercial Building Inspector Myron Grise requested that a City of Goshen Electrical License be approved for Bradley D. Morton with Morton Solar & Electrical of Evansville, Indiana. Grise indicated that Morton has met the requirements for a City of Goshen Electrical License. Grise also said Morton took the required Prometric exam on August 19, 2009, and received a passing score of 80% and holds a valid electrical license with Vanderburgh County, and is requesting a reciprocal license with the City of Goshen.

Nichols/Swartley moved to approve the request that Bradley D. Morton with Morton Solar & Electrical of Evansville, Indiana be granted an Electrical License for the City of Goshen. Motion passed 4-0.

4. Electrical License Request for Johnny L. Riling

City Building Commissioner/Commercial Building Inspector Myron Grise requested that a City of Goshen Electrical License be approved for Johnny L. Riling with RJ Martin Electric. Grise indicated Riling has met the requirements for a City of Goshen Electrical License. Grise also said Morton took the required Prometric exam on August 25, 2007, received a passing score of 93% and also holds a valid electrical license with Marion County, and is requesting a reciprocal license with the City of Goshen.

Nichols/Swartley moved to approve the request that Johnny L. Riling with RJ Martin Electric be granted an Electrical License for the City of Goshen. Motion passed 4-0.

5. Letter of Support for Elkhart River Restoration

CESSWI Stormwater Coordinator Jason Kauffman requested that the Board of Works accept the letter of support to the Elkhart River Restoration Association (ERRA) and approve the Stormwater Board signing the letter of support.



Kauffman indicated that the letter of support is for a third Section 319 grant proposal to the Indiana Department of Environmental Management (IDEM) to continue to address water quality concerns.

Nichols/Swartley moved to approve the request to accept the letter of support to the Elkhart River Restoration Association (ERRA) and approve the Stormwater Board signing the letter. Motion passed 4-0.

6. Authorization to Enter Agreement with Apple, Inc.

City Attorney Bodie J. Stegelmann requested approval and adoption of Resolution 2021-21 to allow Theresa Sailor or Mayor Stutsman to execute documents on behalf of the City to bind the City of Goshen to documents presented on behalf of the Apple Developer Programs. The City is seeking to distribute a computer application through Apple, Inc. to help individuals fully experience the City's sensory trail, currently being developed by the Department of Environmental Resilience. Contracting with Apple Inc. requires the City to sign multiple agreements, letters, and related documents that are housed on the Apple Inc. website. It is impractical for all members of the Board of Board of Public Works and Safety to sign all such documents. So, the City seeks authorization to allow Theresa Sailor or Mayor Stutsman to execute documents on behalf of the City to contract with Apple Inc. for the distribution of a computer application for use with the sensory trail.

Nichols/Swartley moved to approve and adopt Resolution 2021-21 to allow Theresa Sailor or Mayor Stutsman to execute documents on behalf of the City to bind the City of Goshen to documents presented on behalf of the Apple Developer Programs. Motion passed 4-0.

7. Agreement with Ivy Tech Community College of Indiana for Student Ride-Along Program

Brandy L. Henderson, a paralegal with the city Legal Department, requested approval of an agreement with Ivy Tech Community College for the Student Ride-Along Program for another four-year term through and including Dec. 31, 2025. Henderson indicated that Ivy Tech Community College, through its emergency medicine program, wishes to continue the partnership with the City's Fire Department to provide ride along opportunities for their students.

Nichols/Swartley moved to approve an agreement with Ivy Tech Community College for the Student Ride-Along Program for another four-year term through and including Dec. 31, 2025. Motion passed 4-0.

8. Agreement Amendment OJS HVAC Planned Maintenance Program

Brandy L. Henderson, a paralegal with the city Legal Department, requested approval of an agreement amendment with OJS Building Services for an additional year from Sept. 1, 2021 until Aug. 31, 2022 for HVAC Planned Maintenance. The City of Goshen entered into a maintenance agreement on Aug. 28, 2018 with OJS Building Services, Inc. for the Goshen Police Department building and the training center's environmental mechanical system. The Agreement allowed for the renewal of the Agreement under the same terms and conditions

Nichols/Swartley moved to approve an agreement amendment with OJS Building Services for an additional year from Sept. 1, 2021 until Aug. 31, 2022 for HVAC Planned Maintenance. Motion passed 4-0.



9. Agreement for Creation of Art Work for Sensory Trail with Short Stack Press, LLC.

Brandy L. Henderson, a paralegal with the city Legal Department, requested approval of an agreement with Short Stack Press LLC for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD). The City's Environmental Resilience Department presented an agreement with the City and Short Stack Press LLC for artwork to be included in the Goshen Sensory Trail Project. The artwork is to be completed by Sept. 7, 2021 and the City will compensate said artist Eight Hundred Dollars (\$800) from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Nichols/Swartley moved to approve an agreement with Short Stack Press LLC for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD). Motion passed 4-0.

10. Agreement for Creation of Art Work for Sensory Trail with Rothshank Artworks.

Brandy L. Henderson, a paralegal with the city Legal Department, requested approval of an agreement with Rothshank Artworks for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD). The City's Environmental Resilience Department presented an agreement with the City and Rothshank Artworks for artwork to be included in the Goshen Sensory Trail Project. The artwork is to be completed by Sept. 7, 2021 and the City will compensate said artist Eight Hundred Dollars (\$800) from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Nichols/Swartley moved to approve an agreement with Rothshank Artworks for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD). Motion passed 4-0.

11. Request for closure of parking spaces in City Hall Parking Lot D on Oct. 1 (walk-in request)

On behalf of the Michiana Area Council of Governments (MACOG), Aaron Sawatsky-Kingsley, the city's Director of Environmental Resilience, requested that parking spaces in City Hall Parking Lot D, 202 South 5th Street, be permitted to be reserved several hours prior to the Electric Vehicle Display event (part of National Drive Electric Week) on Oct. 1, 2021. Sawatsky-Kingsley requested that spaces be blocked by the city with traffic cones or temporary barriers from 4-8 p.m. on Oct. 1. The event goal is to educate the public about the benefits of electric vehicles and provide an opportunity to talk to local electric vehicle drivers, experience a variety of plug-in hybrid and all-electric vehicles, and potentially test drive dealer vehicles if available. Dealers would manage the driver's license requirement and liability through their own waivers.



Nichols/Swartley moved to approve the partial closure of City Parking Lot D on South Fifth Street for an event as requested from 4-8 p.m. on Oct. 1, 2021. Motion passed 4-0.

Privilege of the Floor: No one asked to speak

Landis/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 4-0

Acting Chair Landis declared the meeting adjourned at 2:26 p.m.

Exhibit A: Walk-in request by Aaron Sawatsky-Kingsley, the city's Director of Environmental Resilience, on behalf of the Michiana Area Council of Governments (MACOG) for parking lot closure (agenda item #11).

MINUTES APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member



DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

August 24, 2021

To: Goshen Board of Works and Public Safety

RE: Life Saving Award for Lt. Shane McKerchie
Sgt. Winston Lechlitner
Sgt. Jon Weishaupt
Firefighter Matt Stamm

From: Chief Danny Sink

On July 28, 2021 Lt. McKerchie, Sgt. Lechlitner, Sgt. Weishaupt and FF Stamm responded to a 1 year old male choking and unresponsive. On arrival the crew found the child in the care of GPD Officer Stu Smith. The child was immediately moved to the ambulance for resuscitative care.

Due to the exemplary, rapid and appropriate critical care provided by the crew; the child arrived at the hospital breathing on his own and care was turned over to the Emergency Department staff.

The example above between GPD and GFD is a testament to teamwork being at its best in the City of Goshen.

August 24th, 2021

Goshen Board of Works
1112 East Jefferson
Goshen, IN 46526

Dear Board of Works Members,

This letter formally requests road closures, traffic control, and designated no parking areas for the 23rd Annual Riding to Remember Police, Firefighter, and Veteran Charity Ride being held Sunday September 12th, 2021.

This event is a 72-mile police escorted ride arriving in Goshen at approximately 1:40PM on Sunday September 12th with an estimated 1000 motorcycles in attendance. The ride will enter Goshen from the south on SR 15 (Main St), turning east on 5th Street transitioning north on 5th Street. The procession will stop at Lincoln Ave where riders will park and dismount (30 minutes). The participants will walk to the area in front of Goshen Police Department for a memorial service (2:10 PM) that will last approximately 30 minutes.

Upon conclusion of the memorial service participants will re-mount their motorcycles (20 Minutes) for the remainder of the event (3 PM). The ride will exit the city of Goshen travelling west on Lincoln Ave, north on N 3rd St. Therefore, we are requesting the following:

- **INBOUND: State Road 15 (S Main Street)**
Traffic control at all intersections from Southern Goshen City limits to Lincoln Ave (PARKING)
- Traffic control and road closure – (NO PARKING POLICE ORDER SIGNAGE)
Motorcycle Parking Only
5th Street
North of E Madison Street to Lincoln Ave-Motorcycles arriving at approximately 1:40PM.
Overflow Parking: 5th Street South of E Madison Street to Purl Street
- Traffic control and road closure (NO PARKING POLICE ORDER SIGNAGE)
Memorial Venue: Goshen Police Department
E Jefferson between S Main Street and 5th Street (100 block E Jefferson Street)
- **OUTBOUND:** Traffic control and road closure at all intersections leaving Goshen west on Lincoln Ave turning North on N 3rd St (SR15) until all riders exit the Northern City limits.

We ask that you approve this request as stated above for Sunday September 12, 2021 in order for participants to safely honor all local current/former law enforcement officers, firefighters, and veterans including those who have paid the ultimate sacrifice.

Thank you,

James Ballard (President) Blue Knights IN VIII Law Enforcement Motorcycle Club (574-360-7152)
Chairman: Riding to Remember Fallen Police, Firefighter, and Veteran Charity Ride

RIDING TO REMEMBER FALLEN POLICE, FIREFIGHTER, & VETERAN CHARITY RIDE ROUTE

ESTIMATED TIMES OF ARRIVAL TO EACH TOWN/CITY

CITIZENS ARE RECOMMENDED TO ARRIVE 15 MINUTES PRIOR TO EACH ESTIMATED ARRIVAL TIME IN THEIR CITY / TOWN TO ENSURE OBSERVATION OF RIDE

SUNDAY - SEPTEMBER 12, 2021

STAGING & REGISTRATION FROM 10 A – 12 NOON @ HOOSIER HARLEY DAVIDSON
STAGING ON CR7 FACING SOUTHBOUND AT BRISTOL STREET TO HALLIE ROAD
MOTORCYCLISTS ARE ENCOURAGED TO APPROACH VENUE SOUTH ON CR 7 FROM CR 6

RIDE LEAVES HHD 720 W. Bristol Street at 12:30pm

Right on Bristol Street (CR10) turning into Nappanee Street (SR 19)

Right on Mishawaka Road (CR 20)

Left on County Road 3

County Road 3 veers off left at CR 24 outside of Jimtown

Continue South on CR3

Right on CR 28

Left on CR 3

WAKARUSA: Estimated arrival 1 P / 30 MINUTES

Continue South on CR 3 to downtown Wakarusa

Right CR 42 (Caution Quick sharp turns)

Left CR 3 (Arnot Street)

NAPPANEE: Estimated arrival 1:10pm / 10 MINUTES

Left on US Hwy 6

Left on SR15

GOSHEN: Estimated arrival 1:40pm / 30 MINUTES

SR 15 Northbound (Main Street)

Right on 5th Street (Library) transitioning North on 5th Street

STOP at Lincoln Avenue (DISMOUNT – 30 MINUTES / Bike Parking both North & South of Madison Street)

MEMORIAL CEREMONY AT GOSHEN POLICE DEPARTMENT (APPROX. 30 MINUTES)

END OF CEREMONY MOUNT MOTORCYCLE (APPROXIMATELY 20 MINUTES)

START OF 2ND LEG OF ROUTE BEGINS AT 3 P

Left on Lincoln Avenue

Right on N 3rd Street (SR15)

Right on CR126

Right on CR27

Left on CR22 - Orpha Drive

MIDDLEBURY: Estimated arrival between 3:15p / 15 MINUTES

Left on SR13 (Main street)

Left on CR 8 (Bristol Ave)

CR 8 into Bristol (CR8 = E. Elkhart Street)

BRISTOL: Estimated arrival between 3:30p / 15 MINUTES

Right on Chaptoula Street

Left on East Vistula Street (SR120) turning into West Vistula Street (SR 120)

ELKHART: Estimated arrival between 3:45P / 15 MINUTES

State Road 120 (East Jackson Boulevard) to Johnson Street (ELKHART)

Right on Johnson Street

Left on Beardsley Avenue

Right on Edwardsburg Ave (County Road 5)

Right on North Michigan Street (County Road 7)

VENUE: HOOSIER HARLEY DAVIDSON 720 W. BRISTOL STREET

From: [Stacy Dechnik](#)
To: [mayor](#)
Subject: Re: BOW agenda
Date: Wednesday, August 25, 2021 10:44:04 AM
Attachments: [image001.jpg](#)
[image002.png](#)

Hi Denise!

Yes, it is the alley between 119 E Lincoln and 113 E Lincoln so the connecting streets would be Clinton and Lincoln. I would like to have it from 12:00pm to 12:00am although the event will end at 11:00pm, we'll need time to tear down and clean up. Please let me know if you have any questions!

Thank you,
Stacy

On Wed, Aug 25, 2021 at 9:10 AM mayor <mayor@goshencity.com> wrote:

Hi Stacy,

Could you provide us with a little more information such as the times you would like the alley closed? I'm assuming we've closed this alley before, but can you provide me with the connecting streets?

Denise Blenner

Administrative Assistant

to Mayor Jeremy Stutsman

202 South Fifth Street

Goshen, IN 46528

(574) 533-9322

Logo



From: Stacy Dechnik [REDACTED]
Sent: Wednesday, August 25, 2021 9:06 AM
To: Hetler, Tara <tarahetler@goshencity.com>
Cc: mayor <mayor@goshencity.com>; Communications Coordinator <communications@goshencity.com>
Subject: Re: BOW agenda

Thank you so much!

On Wed, Aug 25, 2021 at 8:51 AM Hetler, Tara <tarahetler@goshencity.com> wrote:

Hi Stacy,

No worries. I have copied the departments that are helping with the BOW agendas.

Regards,

Tara Hetler

Engineering Department

204 E. Jefferson Street, Suite 1

Goshen, IN 46528

Ph: 534-2201

web logo



From: Stacy Dechnik <accounting@eatventuri.com>
Sent: Tuesday, August 24, 2021 3:56 PM
To: Hetler, Tara <tarahetler@goshencity.com>
Subject: BOW agenda

Hi Tara,

Would you be able to add Venturi/EAT the BOW agenda for Monday? We would like to request to close the alley for an event on 9/25/21. Is there a formal request form that I need to fill out? I apologize if I am doing this wrong.

Thank you!

Stacy

--

Stacy Dechnik

Business Manager

Pizzeria Venturi

--

Stacy Dechnik

Business Manager

Pizzeria Venturi

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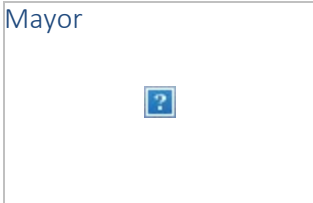
Stacy Dechnik
Business Manager
Pizzeria Venturi

From: [Switchboard](#)
To: [mayor](#)
Subject: FW: Dear Board of Works Staff:
Date: Wednesday, August 25, 2021 3:40:00 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.jpg](#)

FYI: See below.

Kind regards,

Tracy Eggleston
Receptionist/Office Assistant
City of Goshen
202 S. Fifth St.
Goshen, IN 46528-3714
Phone: (574) 533.8621
Fax: (574-533-9740)
switchboard@goshencity.com



**** Be Someone's Light / Be Engaged / Be Bold ****

From: Rethinking Buildings, LLC [REDACTED]
Sent: Wednesday, August 25, 2021 3:38 PM
To: Switchboard <switchboard@goshencity.com>; Bush-Pearson, Emily <emilybush-pearson@goshencity.com>; Aguirre, Richard <richardaguirre@goshencity.com>; clerktreasurer@goshencity.com
Subject: Dear Board of Works Staff:

I would like to request, please, that the Board of Works hear a request this coming Monday, 8/30/21 to:

Close three parking spaces (all day) and the northernmost lane of westbound traffic (only while crane is present) in front of 109/111 E. Lincoln Ave. on Tuesday, August 31. We will position a crane in order to place mechanical equipment on the roofs. Outriggers for the crane will extend onto structurally sound locations on the sidewalk and in the northernmost traffic lane while the job is

completed. Work should take less than one hour. Our goal is to complete the work midday (this depends on the crane schedule which could change) and remove the barriers immediately after.

We can provide traffic cones, or if other more substantial barriers are appropriate we request use of Street Department traffic control items.

Thank you for your assistance,

~Adam Scharf



Rethinking Buildings, LLC



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

August 30, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to David Michael Stump

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to David Michael Stump, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that David Michael Stump must meet prior to beginning employment with the Police Department as a probationary patrol officer, and requires David to successfully complete all training requirements once employed.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to David Michael Stump as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with David Michael Stump.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **David Michael Stump** (Stump).

In consideration of the terms, conditions and mutual covenants contained in this agreement, City and Stump agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Stump employment as a probationary patrol officer of the Goshen City Police Department. Stump accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Police Department. City and Stump understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Stump understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Stump understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Stump must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Stump understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Stump to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Stump's expense.
- (4) InPRS will determine whether Stump has any Class 3 excludable conditions. Stump understands that if InPRS finds that Stump has any Class 3 excludable conditions, Stump will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Stump's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.
- (5) City and Stump understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

City will confirm its offer of employment to Stump if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Stump accepts City's withdrawal and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Stump is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Stump agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Stump's first day of employment with City.
- (2) As a further condition of employment, City shall require and Stump agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Stump agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Stump will be paid for the time Stump spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Stump fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Stump's first day of employment with City, Stump's employment with City and the Goshen City Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approved by the Goshen Board of Public Works and Safety.

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

David Michael Stump

Jeremy P. Stutsman, Mayor

Date: _____

Date: _____



Jose Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

Dear Chief Miller:

It is with great sadness that I am informing you of my intention to resign from the Goshen Police Department, this letter is my two week notice as of 8-23-2021, and my last day will be 9-6-2021.

This decision was not taken lightly, it took a lot of prayer and thought. My resignation is what is in the best interest of my family and me as we move forward in our lives. I am so grateful for the experiences I have received and the knowledge from the Goshen Police Department and the great members of our Police family. I wish all well and good health.

Sincerely, Lloyd C. Waddell 9141

Lloyd C. Waddell 141



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ROCK RUN CREEK IMPROVEMENTS – BALANCING CHANGE ORDER
(JN: 2019-0025C)**

DATE: August 30, 2021

Selge Construction has completed all process work for the Rock Run Sewer Improvements Project. The change order presented to you acts as a balancing change order to balance the installed unit price quantities with the bid unit price quantities. Changes of note include:

- Reduction of 129 square yards of new Sidewalk for a cost reduction of \$6,720.90
- Reduction of 877 tons of Clay Cap for a cost reduction of \$5,919.75
- Reduction in the number of 72-inch diameter manholes from 4 to 1 for a cost reduction of \$27,900.00
- Increase in the number of 84-inch diameter manholes from 2 to 5 for a cost increase of \$57,750.00
- Addition of ADA sidewalk for an increase of \$4,585.00

The change order is for a cost increase of \$16,553.21, which raises the total project cost to \$1,745,289.81. This change order is the sole change order and is an increase of 1.0%. This change order adds no time to the project schedule.

The Engineering Department has reviewed this change order and recommends its approval.

Requested motion: Move to approve and authorize the Mayor to sign the Balancing Change Order in the amount of \$16,553.21, with no change to the project schedule.

CHANGE ORDER NO. 1 TABULATION SHEET
 Rock Run Sewer Improvements - Project C
 Goshen Indiana

Unit Price Schedule and Quantities					Selge Construction Company, Inc.		
No.	Item	Bid Qty	Constructed Qty	Unit	Bid Unit Price	Bid Price	Constructed Price
1	CONSTRUCTION ENGINEERING	1	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2	MOBILIZATION AND DEMOBILIZATION	1	1	LS	\$ 58,000.00	\$ 58,000.00	\$ 58,000.00
3	CONSTRUCTION STAKING	1	1	LS	\$ 13,170.00	\$ 13,170.00	\$ 13,170.00
4	CLEARING AND GRUBBING	1	1	LS	\$ 119,500.00	\$ 119,500.00	\$ 119,500.00
5	PIPE, ABANDON AND GROUT FILL	2287	2270	LF	\$ 17.15	\$ 39,222.05	\$ 38,930.50
6	PIPE, REMOVE	125	85	LF	\$ 25.00	\$ 3,125.00	\$ 2,125.00
7	MANHOLE, REMOVE	2	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,000.00
8	MANHOLE, ABANDON	9	9	EA	\$ 475.00	\$ 4,275.00	\$ 4,275.00
9	SANITARY INLET CHAMBER, REMOVE	1	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
10	SANITARY OUTLET CHAMBER, REMOVE	1	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
11	DIVERSION STRUCTURE, REMOVE	1	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
12	TEMPORARY EROSION CONTROL	1	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
13	COMPACTED AGGREGATE, NO. 53	630	630.31	TON	\$ 23.95	\$ 15,088.50	\$ 15,095.92
14	COMPACTED AGGREGATE, 10' STONE	149	146.9	TON	\$ 46.50	\$ 6,928.50	\$ 6,830.85
15	HARD SURFACE REMOVALS	1	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00
16	HMA, SURFACE, TYPE B 9.5mm	107	107	TON	\$ 95.00	\$ 10,165.00	\$ 10,165.00
17	HMA, INTERMEDIATE, TYPE B 12.5mm	178	178	TON	\$ 82.00	\$ 14,596.00	\$ 14,596.00
18	HMA, BASE, TYPE B 25.0mm	452	452	TON	\$ 75.00	\$ 33,900.00	\$ 33,900.00
19	SIDEWALK, CONCRETE	412	283	SY	\$ 52.10	\$ 21,465.20	\$ 14,744.30
20	CURB RAMP, CONCRETE	36	27	SY	\$ 136.90	\$ 4,928.40	\$ 3,696.30
21	DETECTABLE WARNING SURFACES	8	8	SY	\$ 143.00	\$ 1,144.00	\$ 1,144.00
22	CURB AND GUTTER, CONCRETE	573	605	LF	\$ 26.00	\$ 14,898.00	\$ 15,730.00
23	6-INCH BARRIER CURB	25	14	LF	\$ 56.10	\$ 1,402.50	\$ 785.40
24	MULCHED SEEDING, R	5420	5463.1	SY	\$ 1.90	\$ 10,298.00	\$ 10,379.89
25	PIPE, SANITARY SEWER, 24-INCH	601	597	LF	\$ 226.30	\$ 136,006.30	\$ 135,101.10
26	PIPE, SANITARY SEWER, 42-INCH	1292	1292	LF	\$ 317.00	\$ 409,564.00	\$ 409,564.00
27	BORE AND JACKED STEEL CASING PIPE, W/ 42-INCH CARRIER PIPE	120	120	LF	\$ 1,499.50	\$ 179,940.00	\$ 179,940.00
28	PIPE, SANITARY SEWER, 8-INCH NOMINAL ID, SIPHON PIPING	254	254	LF	\$ 80.00	\$ 20,320.00	\$ 20,320.00
29	PIPE, SANITARY SEWER, 16-INCH NOMINAL ID, SIPHON PIPING	264	264	LF	\$ 196.25	\$ 51,810.00	\$ 51,810.00
30	PIPE, SANITARY SEWER, 24-INCH NOMINAL ID, SIPHON PIPING	261	261	LF	\$ 316.25	\$ 82,541.25	\$ 82,541.25
31	REPLACEMENT CLAY CAP, IMPORT	877	0	TON	\$ 6.75	\$ 5,919.75	\$ -
32	TRENCH STABILIZATION	200	0	LF	\$ 10.25	\$ 2,050.00	\$ -
33	SANITARY MANHOLE, 60-INCH	1	1	EA	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00
34	SANITARY MANHOLE, 72-INCH	4	1	EA	\$ 9,300.00	\$ 37,200.00	\$ 9,300.00
35	SANITARY MANHOLE, 84-INCH	2	5	EA	\$ 19,250.00	\$ 38,500.00	\$ 96,250.00
36	SANITARY SIPHON INLET STRUCTURE	1	1	EA	\$ 148,350.00	\$ 148,350.00	\$ 148,350.00
37	SANITARY SIPHON OUTLET STRUCTURE	1	1	EA	\$ 80,500.00	\$ 80,500.00	\$ 80,500.00
38	STORM MANHOLE, 48-INCH	3	3	EA	\$ 2,900.00	\$ 8,700.00	\$ 8,700.00
39	CASTING, NEENAH R-3070 A. FURNISH AND ADJUST TO GRADE	3	3	EA	\$ 1,025.00	\$ 3,075.00	\$ 3,075.00
40	MAINTAINING TRAFFIC	1	1	LS	\$ 8,525.00	\$ 8,525.00	\$ 8,525.00
41	SHEET SIGN AND POST, REMOVE AND RESET	4	4	EA	\$ 150.00	\$ 600.00	\$ 600.00
42	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	90	90	LF	\$ 1.75	\$ 157.50	\$ 157.50
43	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	80	80	LF	\$ 6.25	\$ 500.00	\$ 500.00
44	LINE THERMOPLASTIC, SOLID, YELLOW, 4 IN.	610	545	LF	\$ 0.89	\$ 542.90	\$ 574.05
45	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, RAILROAD	1	1	EA	\$ 400.00	\$ 400.00	\$ 400.00
46	TRANSVERSE MARKING, THERMOPLASTIC, ARROW	1	1	EA	\$ 80.00	\$ 80.00	\$ 80.00
47	LINE THERMOPLASTIC, SOLID, WHITE, 4 IN.	25	25	LF	\$ 1.89	\$ 47.25	\$ 47.25
48	PIPE, STORM SEWER, 24-INCH, CONCRETE	14	14	LF	\$ 140.50	\$ 1,967.00	\$ 1,967.00
49	SANITARY MANHOLE, 96-INCH	1	1	EA	\$ 32,500.00	\$ 32,500.00	\$ 32,500.00
50	CONCRETE, CENTER CURB	45	45	SY	\$ 94.10	\$ 4,234.50	\$ 4,234.50
51	LUMP SUM WORK	1	1	LS	\$ 42,100.00	\$ 42,100.00	\$ 42,100.00
52	ADA Sidewalk in Kauffman Park	0	1	LS			\$ 4,585.00
53							
54							
Total					\$	1,729,736.60	\$ 1,746,289.81
Difference from Contract Amount					\$		16,553.21
Miscellaneous/Comments							



August 30, 2021

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Resolution Authorizing the Execution of a Lease/Purchase Agreement

The City Utilities is purchasing a new combination sewer truck for the amount of \$486,155.00 and wishes to finance the amount of \$401,155.00 through U.S. Bancorp Government Leasing and Finance, Inc.

The Lease/Purchase Agreement is for 5 annual payments of \$83,245.58 at an interest rate of 1.53% with the first payment due January 9, 2022.

Suggested motions:

- 1) Move to approve Resolution 2021-21 Authorizing the Execution of a Master Equipment Lease/Purchase Agreement
- 2) Move to approve and authorize the Mayor to execute the Master Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. including all accompanying documents.

RESOLUTION 2021-21

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

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

WHEREAS, the City's Utilities is obligated under the terms of the Lease/Purchase Agreement attached to and made a part of this resolution to make 5 annual payments of \$83,245.58 at an interest rate of 1.53% with the first payment due January 9, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City of Goshen Board of Public Works and Safety the financing of the combination sewer truck through U.S. Bancorp Government Leasing and Finance, Inc. is approved.

PASSED and ADOPTED on August 30, 2021.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

ADDENDUM
Master Tax-Exempt Lease/Purchase Agreement

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

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

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

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

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

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

Attest:
By
Name: Richard Aguirre
Title: Clerk Treasurer

Property Schedule No. 5

Master Tax-Exempt Lease/Purchase Agreement

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

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

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

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

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

Attest:
By
Name: Richard Aguirre
Title: Clerk Treasurer

EXHIBIT 1

Property Description and Payment Schedule

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

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

PROPERTY LOCATION:

Address

Goshen, Indiana, 46528

City, State Zip Code

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

Lease Payment Schedule

Total Principal Amount: \$401,755.25

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

Interest Rate: 1.535%

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

EXHIBIT A

Property Description

2021 Freightliner w/ Model 2100I Sewer Cleaner

VIN to be determine

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL

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

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

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

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

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

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

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

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

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

City of Goshen

By _____
Signature of Person to Execute Lease/Purchase Agreement

Jeremy P. Stutsman, Mayor
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

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

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

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

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

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

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

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

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

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

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

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

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

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

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

*Please be sure to select ONE option above.

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

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

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

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

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

VEHICLE TITLING ADDENDUM

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

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

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

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

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

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

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

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

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: City of Goshen
By:	By:
Name:	Name: Jeremy P. Stutsman
Title:	Title: Mayor
Date:	Date:

ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 1

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

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

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

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

AUTOMATIC AUTHORIZATION

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

City of Goshen

Company Name

Signature of Authorized Directing Party

Mayor

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

Title/Date

EXHIBIT 2

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

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

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

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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

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

EXHIBIT 3

REQUISITION REQUEST

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

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

Payee: _____
Amount: _____

Wire/ACH	Check
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____
Amount: _____

Wire/ACH	Check
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

Payee: _____
Amount: _____

Wire/ACH	Check
Bank Name:	Name:
Bank Address:	Address 1:
ABA No.:	Address 2:
Account Name:	City/State
Account No.:	Zip Code:

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

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

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

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

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

Exhibit 4

Final Acceptance Certificate

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

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

Ladies and Gentlemen:

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

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

Acceptance Date: _____

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

Exhibit 5

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

_____	_____	_____
Name	Specimen signature	Telephone No

_____	_____	_____
Name	Specimen signature	Telephone No

_____	_____	_____
Name	Specimen signature	Telephone No

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

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

_____	_____
Name	Telephone Number

_____	_____
Name	Telephone Number

_____	_____
Name	Telephone Number

Exhibit 6

Class Action Negative Consent Letter

September 8, 2021

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

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

Dear Bodie Stegelmann:

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

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

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

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

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

Sincerely,
Jennifer Petruno
Vice President
303.585.4597

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

Authorized Signature

INSURANCE AUTHORIZATION AND VERIFICATION

Date: September 8, 2021

Property Schedule No. 5

To: City of Goshen (the "Lessee")

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

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

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

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

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

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

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

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

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

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

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

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$401,155.25

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 5

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

July 13, 2021

To: Cecil Bontrager
61818 County Road 33
Goshen, IN 46528

RE: Premises at 308 E. Plymouth Avenue Goshen, Indiana

As a person holding a substantial property interest in the real estate at 308 E. Plymouth Avenue, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated May 17, 2021 by Carla Newcomer. Paralegal, who mailed the Order by certified mail with return receipt requested and by first-class mail on May 20, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on July 12, 2021 to review the May 17, 2021 Order of the City of Gosh Board of Public Works and Safety. The City of Goshen Building Department appears by Building Inspectors Travis Eash. Cecil Bontrager was also present at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 308 E. Plymouth Ave, Goshen, Indiana continues the hearing to August 30, 2021 at 2:00 p.m. relative to whether the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or persons, and /or whether the property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance. The Board of Public Works and Safety found that the following violations have been remedied.

1. All duct work needs to be evaluated by a HVAC Professional to determine that it is in good working condition
2. Junction boxes and electrical wiring needs to be assessed and fixed by a licensed electrician.
3. Rotted wood floor boards must be replaced and all flooring must be properly installed and updated.
4. All chipping and peeling paint inside and outside of the real estate must be painted.

You remain ordered to repair or rehabilitate the building to bring it into compliance with the Neighborhood Preservation Ordinance and pull all necessary permits to allow the City of Goshen Building Department to assess the work, by August 30, 2021. In particular, you remain ordered to make the following corrections:

1. The furnace needs to be assessed by a HVAC Professional to determine that it is in good working condition.
2. Plumbing needs to be assessed by a licensed plumber to ensure that it is in good working condition.

3. Aging shingles and roofing must be replaced and water tight.
4. Ceiling needs to have drywall mudded and painted.
5. All unpainted surfaces inside and outside of the real estate must be painted.

In the event that you fail to comply with this Order dated July 13, 2021, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

In the event that you fail to comply with this Order dated July 13, 2021 the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on July 13, 2021.

City of Goshen Board of Public Works and Safety

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on July____, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

County of residence: Elkhart
Notary Public: _____
Printed: Carla J. Newcomer
My commission expires: June 22, 2025

This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3854.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated July 13, 2021 for the premises at 308 E. Plymouth Ave., Goshen, Indiana, was served upon:

Cecil Bontrager
61818 County Road 33
Goshen, IN 46528

on _____, 2021.

By sending a copy by certified mail to the residence of the person to be notified, with return receipt requested and sending a copy by regular first-class mail to the last known address of the person to be notified.

Carla Newcomer, Paralegal
City of Goshen Legal Department