



MINUTES of August 17, 2020 Regular Meeting
Board of Public Works & Safety and Stormwater Board

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

Attached to electronic version is bookmarked audio recording of this meeting

Present: Member Mike Landis, Member Mary Nichols

Absent: Chair Jeremy Stutsman

Minutes of Aug. 10 were presented (at the end of the meeting). Landis/Nichols moved to approve as presented. Passed 2-0.

Landis/Nichols moved add Wastewater Treatment Plant Escrow Agreement to agenda and approve as amended. Passed 2-0.

Open Bids for Purchase of Leaf Vacuum, Solicitation #Z20-04-005

Two bids were received:

Best Equipment, Indianapolis:

Leaf vacuum:	\$89,635
Jack:	\$1785
Spare tire & wheel:	\$375
Trade-in:	\$5000

Brown Equipment, Fort Wayne:

Leaf vacuum:	\$69,940
Jack:	\$1825
Spare tire & wheel:	\$585
Trade-in:	\$9500

Nichols/Landis moved to refer to Legal Department for review. Passed 2-0.



Douglas, Reynolds & 16th St. Reconstruction, PN: 2020-0017

Six bids were received:

Walsh & Kelly, South Bend:	\$1,116,550
Niblock Excavating, Bristol:	\$979,917
Phend & Brown, Milford:	\$1,063,431.50
C&E Excavating, Inc., Elkhart:	\$965,445
HRP Construction, South Bend:	\$879,340.85
Reith Reilly, South Bend:	\$925,478.35

Nichols/Landis moved to refer to Legal Department for review. Passed 2-0.

Request for Alley Closure

Ron Hoke, on behalf of City Church of the Brethren, requested that the north/south alley north of Clinton St. next to City Church be closed for the morning of Aug. 24 for roof work. A dump trailer is to be parked there for shingle tear-off.

Staff discussed trash collection schedule and determined it should not be a problem.

Landis asked about rain dates and suggested extending closure.

Nichols/Landis moved to approve the closure of the north/south alley north of the 100-block of E. Clinton St. on Aug. 24, or the next-closest weather-permitting day. Passed 2-0.

Request for Steury Ave. Partial Closure Aug. 24-28th, JN: 2019-0037

Director of Public Works Dustin Sailor introduced the request per the packet memo. Landis asked whether Steury Ave. will always be open with flaggers. Sailor stated that for most of the remainder of the year (to come in a future request) Lincoln Ave. will be one-way westbound. Landis asked about detour. Sailor explained primary detour down Blackport. Also using Olive going north. For residents, primary access on east end will be Blackport. Lions Head has been notified and drives will be open for product movement.

Landis asked if notification will be at Blackport for westbound traffic. Sailor affirmed and stated electronic message boards are out already.

Nichols/Landis moved to approve closure of southbound lane of Steury Ave. and the intersection of Lincoln Ave. from Aug. 24-28. Passed 2-0.



Request for Indiana Ave. Closure Aug. 24-28, JN: 2019-2037

Sailor introduced per packet memo.

Nichols/Landis moved to approve closure of Indiana Ave. from Pike St. to Wilkinson St. from Aug. 24-28, 2020. Passed 2-0.

Agreement with Nichols Roofings, Inc. for Utilities Billing Office Roof Replacement

Legal Compliance Administrator Shannon Marks introduced the request per the packet memo. Clerk-Treasurer Adam Scharf noted that this is a project related to hail damage and will be covered by insurance.

Nichols/Landis moved to approve and execute the agreement with Nichols Roofing, Inc. for the roof replacement at 203 S. 5th St. Passed 2-0

Electrical License Request for Dean H. Elred of Callendar Electric

Assistant Building Commissioner Myron Grise introduced the request per the packet memo.

Nichols/Landis moved to approve an electrical license for Dean H. Eldred for the City of Goshen. Passed 2-0.

Electrical License Request for Oleksandr Karatsyuba of KRC Power Service

Assistant Building Commissioner Myron Grise introduced the request per the packet memo.

Nichols/Landis moved to approve an electrical license for Oleksandr Karatsyuba for the City of Goshen. Passed 2-0.

Revision of Wastewater Treatment Plant Escrow Agreement, JN: 2019-0025A

Sailor introduced request per the memo attached as Exhibit A.

Nichols/Landis moved to the revision of the wastewater treatment project escrow agreement. Passed 2-0.

[Approval of Aug. minutes as noted at beginning of these Aug. 17th minutes]

PRIVILEGE OF FLOOR: No one spoke

Landis/Nichols moved to approve civil city / utility claims and adjourn. Passed 2-0.



Adjournment at 2:20 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

Exhibits:

A – (13) pages



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: **WWTP IMPROVEMENTS PROJECT – ESCROW AGREEMENT
(JN: 2019-0025A)**

DATE: August 17, 2020

Kokosing Industrial has requested revisions to the escrow agreement previously approved by the Board of Works and Public Safety. The escrow agreement establishes an escrow account into which retainage amounts are deposited and held for the length of the project, until authorized for release by the City. Both Engineering and Legal Departments have reviewed the revised agreement and find it acceptable.

Requested motion: Move to approve the revised escrow agreement with Kokosing Industrial.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into this 7 day of August, 2020, by and among **KOKOSING INDUSTRIAL, INC.** ("Contractor") and **THE CITY OF GOSHEN, INDIANA** acting by and through its **BOARD OF PUBLIC WORKS AND SAFETY** a body politic and corporate of the State of Indiana ("Owner"), and **HUNTINGTON NATIONAL BANK** (the "Escrow Agent").

R E C I T A L S

WHEREAS, Owner and Contractor have entered into a construction contract dated **March 30, 2020** (the "Construction Contract"), by which Contractor is to construct the **City of Goshen Wastewater Treatment Plant Improvements Project A**, in consideration for which Owner has agreed to pay Contractor the total sum of **\$18,989,000** (the "Contract Price"); and

WHEREAS, the terms and conditions of said construction contract provide that there will be retained from each progress payment of the Contract Price made to Contractor a sum equal to **TEN** percent (**10%**) percent of Contractor's billed progress payment for contract work satisfactorily completed and accepted until the contract work is fifty-percent (**50%**) completed as determined by Owner (the "Retainage"); and

WHEREAS, Owner and Contractor have agreed that Owner shall deposit the Retainage with Escrow Agent to be deposited in the Escrow Account (as hereinafter defined), which account shall require the signature of an authorized representative of both Owner and Contractor in order to withdraw funds from said account.

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual agreements set forth below, the parties hereto agree as follows:

SECTION I: ESCROW ACCOUNT

1. The Escrow Agent shall open an escrow account with a Number of **1087259400** (the "Escrow Account") into which the Retainage shall be deposited. No other monies from any other source shall be deposited into said Escrow Account. The Owner shall provide an Incumbency Certificate in the form attached hereto as **Exhibit 1**. The Contractor shall provide the Incumbency Certificate in the form attached hereto as **Exhibit 2**.

2. The Retainage shall be deposited into the Escrow Account (the "Escrowed Funds") and shall be invested at the joint written direction of the Owner's Representative (as shown on Exhibit 1), and the Contractor's Representative (as shown on Exhibit 2) in one of the Permitted Investments listed on Exhibit 3 attached hereto. Either party may change its representative by providing ten (10) days' prior notice to each of the other parties hereto. All income earned on the Escrowed Funds (i) will be retained in the Escrow Account and reinvested

until the termination of this Escrow Agreement, and (ii) will be taxable to Contractor and will be credited to the Escrowed Funds. In addition, the following shall apply:

(a) In the absence of any such written investment direction, Escrow Agent is hereby directed to invest and re-invest the Escrowed Funds in the Federated Government Obligations Fund – Trust Shares (Ticker: GORXX) Money Market Fund.

(b) Escrow Agent is hereby authorized to execute purchases and sales of Permitted Investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. Owner and Contractor hereby agree that confirmations of trades of Permitted Investments are not required to be issued by the Escrow Agent for each month in which a monthly bank statement is rendered.

(c) Owner and Contractor understand and agree that the delivery of funds from the Escrow Account is subject to the sale and final settlement of Permitted Investments. Proceeds of a sale of Permitted Investments will be delivered on the Business Day on which the appropriate instructions are delivered to Escrow Agent if received prior to the deadline for same day sale of such Permitted Investments. If such instructions are received after the applicable deadline, sale proceeds will be delivered on the next succeeding Business Day, or as soon thereafter as permitted or practicable. For purposes of this Escrow Agreement, the term “Business Day” shall mean any day except Saturday, Sunday or any other day on which The Huntington National Bank is authorized or required by law to be closed for business.

(d) Owner and Contractor recognize and agree that Escrow Agent cannot and will not provide supervision, recommendations, or other investment advice relating to either the investment of the Escrowed Funds or the purchase, sale, retention or other disposition of any Permitted Investment. Any loss or expense incurred as a result of an investment or the sale, liquidation or withdrawal of an investment, will be borne by the Escrow Account.

(e) As soon as practicable after the end of each month, Escrow Agent shall provide Owner and Contractor a bank statement setting forth the assets in the Escrow Account, the interest earned on the investments therein and a list of the deposits and disbursements, if any, from the Escrow Account for the previous month.

SECTION II: CONSTRUCTION DISBURSEMENTS

1 The terms and conditions under which such disbursements shall be made are as follows:

A. All disbursements from the Escrow Account shall be made only pursuant to a written direction to the Escrow Agent in a form substantially similar to that which is attached

hereto as Exhibit 4 that is signed by the authorized representatives of both Owner and Contractor and states the specific dollar amount to be disbursed.

- B. In the absence of such a joint written authorization, upon receipt from the Board of a written notice showing that the Board has terminated the employments of the Contractor, then the Escrow Agent shall pay over to the Board the net sum held by it hereunder.
- C. In the absence of such a joint written authorization and in the absence of the termination of the employment of the Contractor as provided in 'B', above, in the manner directed by a certified copy of a judgement of a court of record establishing the rights of the parties to said funds.

2. The Escrow Agent (a) shall be entitled to rely upon, and shall incur no liability by acting upon, in good faith, any order, judgment, certification, demand, notice, instrument, instruction or other writing delivered to it by the parties hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof, and (b) shall not be required to make any inquiry concerning the observance or performance of any agreements contained in, or conditions of, the Construction Contract. The Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Escrow Agreement and shall not be liable for any action taken or omitted in good faith in accordance with the advice of such counsel.

3. Upon disbursement of the last of the funds held in the Escrow Account, the Escrow Account shall be closed, this Escrow Agreement shall be of no further force and effect, the Escrow Agent's duties and obligations hereunder and in connection with the Escrow Account shall terminate, and the Escrow Agent shall be relieved of all liabilities in connection with this Escrow Agreement and the Escrow Account.

4. The Escrow Agent's charges for services performed under this Escrow Agreement are **\$1,000** and shall be paid by Contractor or from funds deposited in the Escrow Account, and the Escrow Agent reserves the right to suspend further processing under this Escrow Agreement until such funds have been deposited or other arrangements satisfactory to the Escrow Agent have been made.

It is understood by the parties hereto that the requirements listed in this Paragraph 4 are solely for the Escrow Agent's benefit in assisting the Escrow Agent to fulfill its obligations under this Escrow Agreement.

5. Except for Escrow Agent's negligence, breach of contract, or intentional misconduct, Owner and Contractor agree that the Escrow Agent and its affiliates, attorneys, directors, officers, employees, agents, partners, members, shareholders, successors and assigns (collectively, the "Escrow Agent") shall have no liability to either of them for any claims, demands, losses, liabilities, damages, costs or expenses (collectively, "Damages") that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Escrow Agreement or any service provided by the Escrow Agent as contemplated by the provisions hereof. No implied

covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent makes no express or implied representations or warranties with respect to its obligations under this Escrow Agreement, except for those expressly set forth herein.

6. IN NO EVENT WILL THE ESCROW AGENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO THE ESCROW AGENT, AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, OR THE LEGAL THEORY ON WHICH IT IS BASED.

7. Contractor agrees to indemnify, defend and hold harmless the Escrow Agent from and against any and all Damages arising out of or resulting from this Escrow Agreement (including, without limitation, any dispute between the parties). Both Owner and Contractor specifically affirm that the Escrow Agent's sole obligation is to perform the tasks set forth in Paragraphs 1 through 4, of Section II, above. The Escrow Agent shall have no obligation of any kind to provide any form of notice to either Owner or Contractor, nor shall the Escrow Agent have any obligation of any kind to collect any monies from either Owner or Contractor.

8. This Escrow Agreement shall constitute the direction from Owner and Contractor to the Escrow Agent of the manner in which the escrowed funds are to be paid by the Escrow Agent, pursuant to I.C. 36-1-12-14.

SECTION III: MISCELLANEOUS

1. NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS ESCROW AGREEMENT IF EITHER THE OWNER OR CONTRACTOR HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY FACSIMILE NOT TO DO SO. IN THE EVENT THAT THE ESCROW AGENT RECEIVES ANY SUCH NOTICE, OR IN THE EVENT THAT THE ESCROW AGENT IN GOOD FAITH IS IN DOUBT AS TO WHAT ACTION IT SHOULD TAKE HEREUNDER, THE ESCROW AGENT SHALL BE ENTITLED TO SUSPEND ALL FURTHER PERFORMANCE OF ITS OBLIGATIONS AND DUTIES HEREUNDER AND TO RETAIN THE ESCROWED FUNDS IN THE ESCROW ACCOUNT UNTIL THE ESCROW AGENT SHALL HAVE RECEIVED (A) A FINAL NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION DIRECTING DELIVERY OF THE ESCROWED FUNDS OR (B) A WRITTEN INSTRUCTION EXECUTED BY BOTH OWNER AND CONTRACTOR DIRECTING DELIVERY OF THE ESCROWED FUNDS, IN WHICH CASE THE ESCROW AGENT SHALL DISBURSE THE ESCROWED FUNDS IN ACCORDANCE WITH SUCH ORDER OR INSTRUCTION AND SHALL HAVE NO LIABILITY TO ANY PARTY FOR DOING SO.

2. Notwithstanding any requirement or undertaking in this Escrow Agreement, the Escrow Agent assumes no obligation for ensuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent has received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it under this Escrow

Agreement. All income, if any, derived from any use that the Escrow Agent may make of any deposits under this Escrow Agreement shall belong to the respective depositors.

3. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part of it, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

4. This Escrow Agreement may be executed in several counterparts each of which shall constitute an original and all of which shall constitute one and the same instrument.

5. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Indiana, exclusive of its conflict of laws provisions. Venue for any dispute under the Escrow Agreement shall be in the state courts sitting in Elkhart County, Indiana.

6. The Escrow Agent, the Contractor and the Owner agree that this Escrow Agreement is not intended by any of them to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation, other than the Escrow Agent, the Contractor, and the Owner, as a third-party beneficiary or otherwise under any theory of law.

7. The captions used in this Escrow Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Escrow Agreement.

8. If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or word, or the application of them, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included in it and this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

9. Escrow Agent may resign by giving thirty (30) days' notice in writing to all parties. Upon receipt of notice from Contractor and Owner of the identity and location of the succeeding Escrow Agent, escrowed funds, less fees due, will be forwarded to the successor Escrow Agent. In the event sixty (60) days elapse from the date of Escrow Agent's notice of resignation, and no successor is appointed, Escrow Agent shall forward to the Owner the balance in the Escrow Account.

10. All provisions of this Escrow Agreement are subject to the provisions of I.C. 36-1-12-14.

11. Force Majeure. Notwithstanding any other provision of this Escrow Agreement, Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that Escrow Agent is delayed in performing, unable to perform, or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, power outages, equipment or transmission failures, or other causes reasonably beyond Escrow Agent's control.

12. Email/Facsimile Signatures. The parties agree that the execution and transmittal of this Escrow Agreement by facsimile transmission or e-mail shall be of the same binding effect as the handwritten execution upon an original copy of the Escrow Agreement. The parties further agree that they will promptly forward to the others an executed original of the Escrow Agreement and any other document or notice to be delivered hereunder by facsimile transmission or e-mail, but that the failure of a party to do so or the failure of arrival of any such executed Escrow Agreement, document or notice shall have no effect on the binding nature of such items transmitted by facsimile transmission or e-mail.

13. Call Back. In the event federal wire transfer instructions are given, whether in writing, e-mail, facsimile transmission or otherwise, Escrow Agent is authorized to seek confirmation of such wire instructions by telephone call back to the person or persons designated on Exhibit 1 and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated.

SECTION IV: NOTICES

Unless otherwise specified, any notice, demand or request required or needed to be given under or pursuant to this Escrow Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, receipt requested; (c) registered or certified mail, return receipt requested; or (d) e-mail provided that an electronic receipt is given establishing delivery of said email.

IF TO THE OWNER:

City of Goshen
Engineering Department
204 East Jefferson St.
Goshen, IN 46528
Attention: Bryce J. Gast, PE
Email: brycegast@goshencity.com

IF TO THE CONTRACTOR:

Kokosing Industrial, Inc.
3862 North Commercial Parkway
Greenfield, IN 46140
Attention: Tim Freed
Email: tfreed@kokosing.biz

IF TO THE ESCROW AGENT:

The Huntington National Bank
Corporate Trust
7 Easton Oval
Columbus, OH 43219
Attention: June Schafer
Email: June.Schafer@huntington.com

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) or (d) shall be deemed

received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (c) shall be deemed received on the third (3rd) business day following deposit in the mail. Any notice sent by clause (d) shall be deemed given on the date of electronic receipt.

SEE NEXT PAGE FOR SIGNATURES

Draft

OWNER:

THE CITY OF GOSHEN, BOARD OF PUBLIC WORKS AND SAFETY

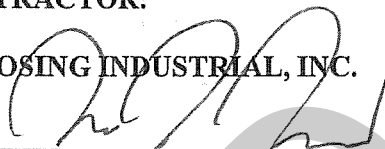
By: Jeremy Stutsman
Its: Mayor

By: Mary Nichols
Its: Member

By: Michael Landis
Its: Member

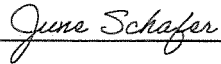
CONTRACTOR:

KOKOSING INDUSTRIAL, INC.



By: Timothy J. Freed, Treasurer

ESCROW AGENT:



By: June Schafer
Its: Trust Officer

EXHIBIT 1

**OWNER'S AUTHORIZED REPRESENTATIVE
CERTIFICATE OF INCUMBENCY**

The undersigned, THE CITY OF GOSHEN, INDIANA acting by and through its **BOARD OF PUBLIC WORKS AND SAFETY**, a body politic and corporate of the State of Indiana hereby certifies that the following named officer is duly appointed, qualified and acting in the capacity set forth opposite his name, and the following signature is the true and genuine signature of said officer.

Name (Printed)	Title	Signature	Phone Number
Jeremy Stutsman	Mayor	_____	_____

Further, such officer is hereby designated as Authorized Representative and as such is authorized to furnish The Huntington National Bank (the "Escrow Agent") with directions relating to any matter concerning this Escrow Agreement and the funds and/or property held pursuant thereto.

IN WITNESS WHEREOF, **THE CITY OF GOSHEN, INDIANA** acting by and through its **BOARD OF PUBLIC WORKS AND SAFETY**, a body politic and corporate of the State of Indiana has caused this Certificate of Incumbency to be executed by its officers duly authorized this day of August __, 2020.


THE CITY OF GOSHEN, INDIANA,
acting by and through its Water & Sewer Utility

By: _____
Name: _____
Title: _____

EXHIBIT 2

**CONTRACTOR'S AUTHORIZED REPRESENTATIVE
CERTIFICATE OF INCUMBENCY**

The undersigned Contractor, Kokosing Industrial, Inc. hereby certify that the following named person is duly appointed, qualified and acting in the capacity set forth opposite his name, and the following signature is the true and genuine signature of said person.

Name (Printed)	Title	Signature	Phone Number
Timothy J. Freed	Treasurer		740-848-4955

Further, such Contractor's Representative is hereby designated as Authorized Representative and as such is authorized to furnish The Huntington National Bank (the "Escrow Agent") with directions relating to any matter concerning this Escrow Agreement and the funds and/or property held pursuant thereto.

IN WITNESS WHEREOF, Kokosing Industrial, Inc. has caused this Certificate of Incumbency to be executed by its officers duly authorized this day of JUNE 22, 2020.

By: Wm Brett Burgett

Name: Brett Burgett

Title: CEO

EXHIBIT 3

PERMITTED INVESTMENTS

At the joint written direction of Owner and Contractor's Representative, the Escrow Agent will invest the deposits in the Escrow Account and any income earned thereon, to the extent practicable, in one or more of the following:

1. Obligations of the United States of America, its agencies, or United States Government sponsored enterprises.
2. Direct obligations of and obligations fully guaranteed by, the United States of America, or any agency thereof, the principal and interest of which are guaranteed by the United States of America or its agencies.
3. Investment deposit agreements constituting an obligation of a bank whose outstanding unsecured long term debt is rated at the time of such agreement in any of the three highest rating categories by any Rating Agency.
4. U.S. Dollar denominated deposit accounts, federal funds and banker's acceptances with domestic banks whose short term certificates of deposit are rated on the date of the purchase in any of the three highest rating categories by any rating agency and maturing no more than 360 days after the date of the purchase.
5. Any money market funds, (including money market funds for which The Huntington National Bank serves in an advisory capacity and/or other money market funds with which the Escrow Agent has an existing relationship) the assets of which are any of those obligations itemized in paragraphs 1 through 4 above.(*).

(*). Mutual fund shares are not deposits or obligations of, or sponsored, endorsed or guaranteed by, The Huntington National Bank or any of its subsidiaries. Further, shares are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other state or federal governmental agency. The purchase of mutual fund shares involves investment risk, including possible loss of principal.

EXHIBIT 4

**JOINT WRITTEN INSTRUCTIONS
FOR RELEASE OF ESCROW DEPOSIT**

Pursuant to Section II, Item 1 of the Construction Escrow Agreement dated as of _____, 2020, by and among **THE CITY OF GOSHEN, INDIANA** acting by and through its **BOARD OF PUBLIC WORKS AND SAFETY** (“Owner”), Kokosing Industrial, Inc. (the “Contractor”), collectively, the “Parties,” and each individually a “Party”), and The Huntington National Bank (the “Escrow Agent”), the Parties hereby instruct the Escrow Agent to release \$[_____] from the Escrow Account in accordance with the following instructions:

Wire Instructions:

Account Name: Kokosing Industrial, Inc.
Account Number: 4105772494
Bank Name: PNC Bank, NA
Bank ABA Number: 041000124
Bank Address: 155 East Broad Street
Columbus, OH 43215

For credit to: _____
Special Instructions: * Call Tim Freed to confirm instruction prior to wiring

Bank Check:
Payee Name: _____
Mailing Address: _____

OWNER:

The City of Goshen, Indiana, acting by and through its Board of Public Works and Safety

By: _____
Name:
Title:

CONTRACTOR:

Kokosing Industrial, Inc.

By: _____
Name:
Title: