



Goshen Common Council

6:00 p.m. October 27, 2020 Regular Meeting

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

This meeting will be conducted under a declared public health emergency covering all of the State of Indiana. Due to social distancing guidelines there will be very limited spaced for public attendance. Members of the public are encouraged to submit questions or comments ahead of time to elected officials and/or the pertinent city offices.

The meeting will be streamed live via Zoom. For link, see <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Pledge of Allegiance

Electronic Meeting Participation Statement and Roll Call:

Megan Eichorn (District 4)	Julia King (At-Large)	Jim McKee (District 1)
Doug Nisley (District 2)	Gilberto Pérez, Jr. (District 5)	Matt Schrock (District 3)
Council President Brett Weddell (At-Large)	Youth Advisor Hazany Palomino (Non-voting)	

Approval of Minutes

Approval of Meeting Agenda

Privilege of the Floor

Elected Official Reports

- I. **Ordinance 5059** (2nd Reading) COVID-19 Bonus Pay
- II. **Ordinance 5063** (1st Reading) Authorizing the current refunding by the City of its Sewage Works Revenue Bonds of 2009, Series A; authorizing the issuance of sewage works refunding revenue bonds for such purpose; providing for the collection, segregation and distribution of the revenues of the sewage works; the safeguarding of the interests of the owners of the sewage works refunding revenue bonds authorized herein
 - Proposed Timetable
- III. **Ordinance 5065** (1st Reading) 2021 Compensation for Civil City and Utilities Employees

Adjournment



Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

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October 8, 2020

Council President Weddell and Councilmembers,

I am writing you today to request your support of Ordinance #5059. I am presenting this ordinance to you as a way to acknowledge the amount of extra work, precautions, and in some cases more dangerous work conditions that our City staff have endured during the 2020 Health Crisis.

Ordinance #5059 will authorize Clerk Treasurer Scharf and I to issue a \$1,000.00 COVID-19 Bonus to all full-time and permanent part-time (\$750.00) City Staff. This will not include elected officials, seasonal, intermittent or temporary staff. They will need to be employed before July 1, 2020 and still be working with the City as of December 1, 2020. This will cost the City no more than \$330,000.

I have been impressed with the level of commitment our staff has shown to our community when it comes to getting their jobs done while working to protect both the members of the public and each other from COVID-19. There have been many policy and procedural changes this year and our team responded to these, whether they liked the changes or not, with acceptance and compliance. We have had nearly 20 employees test positive for COVID-19, yet not one of these cases infected a co-worker. This proves the effectiveness of the new policies and procedures. It also shows what our Community, County and State could do if we all comply with the suggested health precautions.

I would like to personally thank the City Administrative team and our staff for continuing to do their jobs during these times of uncertain health dangers. This bonus is an excellent way to show our respect and gratitude for their efforts.

Please consider joining me both vocally and through this ordinance to show our City Government employees our gratitude.

With Great Respect,

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

Jeremy P. Stutsman

ORDINANCE 5059

COVID-19 Bonus Pay

WHEREAS, the spread of the novel Coronavirus Disease 2019 (“COVID-19”), including into Elkhart County, Indiana, resulted in a national public health emergency declaration, as well as a public health disaster emergency declaration by Governor Holcomb and a local disaster emergency declaration by the Elkhart County Commissioners, all affecting the City of Goshen, Indiana.

WHEREAS, the spread of the COVID-19 has placed extra burdens on City of Goshen employees for the past seven months.

WHEREAS, these burdens have caused extra hours and stresses that do not occur during a normal year and the City employees needed to continue connecting with members of the public to continue our service to them.

WHEREAS, the Mayor requests and Council desires to provide for pay for employees who have worked during the COVID-19 pandemic in order to compensate such employees for bearing the additional burdens imposed by COVID-19.

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

- (A) This ordinance applies to all City of Goshen employees, excluding elected officials, meeting the following eligibility requirements:
 - (1) The employee must be employed with the City on or before July 1, 2020 and through December 1, 2020.
 - (2) The employee must fill a position that is regularly scheduled to work at least 1,040 hours each year and is not filling a temporary, intermittent, or seasonal position, as well as Members of the City of Goshen Board of Public Works and Safety.
- (B) Eligible employees shall be entitled to receive a one-time bonus payment in the amount of One Thousand Dollars (\$1,000.00) for those employees in positions that are regularly scheduled to work at least 2,080 hours each year, and Seven Hundred Fifty Dollars (\$750.00) for those employees in positions that are regularly scheduled to work at least 1,040 hours but less than 2,080 hours each year.
- (C) Payment of COVID-19 Bonus Pay will be made in December 2020, in a lump sum, less any required withholdings.
- (D) This increase will not be added to employee base wages for purposes of calculating any increase in pay for 2021 or subsequent years.

PASSED by the Goshen Common Council on October _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on October _____, 2020 at _____ a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on October _____, 2020.

Jeremy P. Stutsman, Mayor

CITY OF GOSHEN
SEWAGE WORKS REFUNDING REVENUE BONDS OF 2020

TIMETABLE

<u>Date</u>	<u>Activity</u>
October 16, 2020	Bond parameters received by Ice Miller: DONE
By October 20, 2020	Bond ordinance delivered to City
October 27, 2020	Common Council adopts bond ordinance (assumes suspension of rules)
November 9, 2020	Preliminary official statement distributed to working group and rating agency
December 4, 2020	Rating received
Week of December 7, 2020	Bond sale negotiated, purchase agreement signed
December 16, 2020	Final official statement distributed
December 22, 2020	Closing
December 22, 2020	2009A Bonds redeemed (assumes notice of redemption waived by SRF)

Assumptions:

- All bodies comply with Open Door Law
- Common Council meets 1st and 3rd Tuesday of the month

ORDINANCE 5063

Authorizing the current refunding by the City of its Sewage Works Revenue Bonds of 2009, Series A; authorizing the issuance of sewage works refunding revenue bonds for such purpose; providing for the collection, segregation and distribution of the revenues of the sewage works; the safeguarding of the interests of the owners of the sewage works refunding revenue bonds authorized herein

WHEREAS, the City of Goshen, Indiana ("City") has heretofore established, constructed and financed a municipal sewage works and now owns and operates the sewage works pursuant to IC 36-9-23, and other applicable laws; and

WHEREAS, the Common Council finds that certain hereinafter described outstanding bonds of the sewage works should be refunded to obtain a reduction in interest payments to effect a savings to the City; that the refunding of said outstanding bonds, together with accrued interest thereon and including all costs related to the refunding cannot be provided for out of funds of the sewage works now on hand and the refunding should be accomplished by the issuance of revenue bonds of the sewage works; and

WHEREAS, the City has heretofore issued certain: (i) Sewage Works Revenue Bonds of 2009, Series A, dated October 15, 2009 ("2009 Bonds"), originally issued in the amount of \$31,137,000, now outstanding in the amount of \$23,853,000, and maturing semiannually over a period ending January 1, 2031, which 2009 Bonds constitute a first charge upon the Net Revenues (as hereinafter defined) of the sewage works; (ii) Sewage Works Revenue Bonds of 2010, Series B and C, dated March 1, 2010 (collectively "2010 Bonds"), originally issued in the amount of \$1,500,000, now outstanding in the aggregate amount of \$785,000, and maturing semiannually over a period ending January 1, 2031, which 2010 Bonds constitute a first charge upon the Net Revenues of the sewage works, on a parity with the 2009 Bonds; and (iii) Sewage Works Revenue Bonds of 2020, dated March 26, 2020 ("2020 Bonds"), originally issued and

now outstanding in the amount of \$25,000,000, and maturing semiannually over a period ending January 1, 2041, which 2020 Bonds constitute a first charge upon the Net Revenues of the sewage works, on a parity with the 2009 Bonds and the 2010 Bonds; and

WHEREAS, the Common Council finds that the 2009 Bonds (hereinafter, "Refunded Bonds") should be refunded pursuant to the provisions of IC 5-1-5 to enable the City to obtain a reduction in interest payments and effect a savings to the City; and

WHEREAS, the 2010 Bonds and the 2020 Bonds are hereinafter collectively referred to as the "Outstanding Bonds;" and

WHEREAS, the Common Council finds that there are insufficient funds on hand of the City available to apply on the cost of the refunding and that it is necessary to finance the costs of the refunding by the issuance of refunding revenue bonds in an amount not to exceed \$27,000,000 and to use the proceeds to currently refund the Refunded Bonds and to pay for all costs related to the refunding and the issuance of the bonds hereunder; and

WHEREAS, the ordinances authorizing the issuance of the Outstanding Bonds permit the issuance of additional bonds ranking on a parity with the Outstanding Bonds provided certain conditions can be met, and the City finds that the finances of the sewage works will enable the City to meet the conditions for the issuance of additional parity bonds and that, accordingly, the revenue bonds authorized herein shall rank on a parity with the Outstanding Bonds; and

WHEREAS, the bonds to be issued pursuant to this ordinance will constitute a first charge against the Net Revenues (herein defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the sewage works of the City remaining after the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payment in lieu of property taxes ("PILOTs")) of the sewage works of the City, whether now

or hereafter constructed or acquired, on a parity with the Outstanding Bonds, and are to be issued subject to the provisions of the laws of the hereinafter defined Act, and the terms and restrictions of this ordinance; and

WHEREAS, for purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance; provided, however, that any System Development Charges that are enacted under IC 36-9-23-29, shall be considered as Net Revenues of the sewage works; and

WHEREAS, the Common Council has been advised that it may be cost efficient to purchase municipal bond insurance for the bonds authorized herein; and

WHEREAS, the Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of revenue bonds have been complied with in accordance with the provisions of IC 5-1-5 and IC 36-9-23, each as in effect on the date of delivery of the bonds authorized herein (collectively, "Act");

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

Section 1. Issuance of Refunding Bonds; Redemption of Refunded Bonds. (a) The City now finds it necessary to provide funds for refunding the Refunded Bonds thereby reducing its interest payments and effecting a savings, as reported by the City's municipal advisor, Baker Tilly Municipal Advisors, LLC. The terms "sewage works," "sewage works system," "works," "system," and similar terms where used in this ordinance shall be construed to mean the Treatment Works (as defined in the Financial Assistance Agreement between the City and the Indiana Financing Authority ("Authority") dated March 26, 2020), and includes the existing

sewage works system and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions, and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired.

(b) The City shall issue its "Sewage Works Refunding Revenue Bonds of _____," to be completed with the year in which issued ("Refunding Bonds") in an aggregate principal amount not to exceed Twenty Seven Million Dollars (\$27,000,000) for the purpose of procuring funds to be applied to the current refunding of the Refunded Bonds, the payment of costs of issuance and all other costs related to the refunding, including a premium for municipal bond insurance. The City shall apply moneys currently held for the payment of debt service on the Refunded Bonds to the refunding as provided in Section 7.

The Refunding Bonds shall be issued in the denomination of \$5,000 and integral multiples thereof. If the Refunding Bonds are sold to a sophisticated investor, the Refunding Bonds may be issued in minimum denominations of \$100,000 and integral multiples of \$5,000 thereafter. The Refunding Bonds shall be, numbered consecutively from R-1 upward, and dated as of the date of delivery. Interest shall be payable semiannually on January 1 and July 1 in each year, beginning on the first January 1 or the first July 1 following the date of delivery of the Refunding Bonds as determined by the Clerk-Treasurer with the advice of the City's municipal advisor. The Refunding Bonds shall be sold at a price of not less than 98% of the par value thereof and shall be payable in lawful money of the United States of America at the principal office of the Paying Agent (as hereinafter defined). Such Refunding Bonds shall bear interest at a rate or rates not exceeding 5.0% per annum (the exact rate or rates to be determined by negotiation). The Refunding Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 1 and July 1 of each year, over a

period ending no later than July 1, 2031, and in such amounts which will either (i) maintain the approximate annual debt service less the annual savings as a result of the refunding; or (ii) maximize savings. Interest on the Refunding Bonds shall be calculated according to a 360-day calendar year containing twelve 30-day months.

(c) All or a portion of the Refunding Bonds may be issued as one or more term bonds, upon election of the Purchaser, as hereinafter defined. Such term bonds shall have a stated maturity or maturities on January 1 or July 1 on the dates as determined by the Purchaser, but in no event later than the final serial maturity date of the Refunding Bonds as hereafter determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the above paragraph.

Section 2. Registrar and Paying Agent; Book-Entry Provisions. The Clerk-Treasurer is hereby authorized to contract with a qualified financial institution to serve as Registrar and Paying Agent for the Refunding Bonds ("Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the Refunding Bonds. The Clerk-Treasurer is hereby authorized to enter into such agreements or understandings with the Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Clerk-Treasurer is further authorized to pay such fees as the Registrar may charge for the services it provides as Registrar and Paying Agent and such fees may be paid from the Sewage Works Sinking Fund continued hereunder to pay the principal of and interest on the Refunding Bonds as fiscal agency charges. Upon agreement with the Purchaser, the Clerk-Treasurer of the City may

serve as Registrar and Paying Agent, and, in that case, shall be charged with all duties of Registrar and Paying Agent under this ordinance.

The principal of the Refunding Bonds shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Refunding Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners thereof as the names appear as of the fifteenth day of the month preceding the interest payment date ("Record Date") and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). Notwithstanding anything to the contrary herein, the Refunding Bonds shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of the Refunding Bonds or earlier payment in full of the Refunding Bonds. All payments on the Refunding Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Refunding Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Refunding Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly

executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Refunding Bond or Refunding Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The City and the Registrar and Paying Agent for the Refunding Bonds may treat and consider the person in whose name such Refunding Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Refunding Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Refunding Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Refunding Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Clerk-Treasurer is authorized and directed to enter into such agreements and understandings with such

successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Refunding Bonds. The Clerk-Treasurer is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sewage Works Sinking Fund continued in Section 12 hereof. Any predecessor registrar and paying agent shall deliver all of the Refunding Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on the Refunding Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Refunding Bonds unless the Refunding Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Refunding Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

The City has determined that it may be beneficial to the City to have the Refunding Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Refunding Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Refunding Bonds may be initially issued in the form of a separate single authenticated fully registered Refunding Bond for the aggregate principal amount of each separate maturity of the Refunding Bonds. In such case, upon initial issuance, the ownership of such Refunding Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Refunding Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Refunding Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Refunding Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Refunding Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Refunding Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Refunding Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Refunding Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Refunding Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Refunding Bonds; (iii) registering transfers with respect to such Refunding Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy

and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Refunding Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Refunding Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Refunding Bonds shall designate, in accordance with the provisions of this ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Refunding Bonds, the City may notify the Depository

Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Refunding Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Refunding Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Refunding Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Refunding Bonds.

If the Refunding Bonds shall no longer be restricted to being registered in the name of a Depository Trust Company, the Registrar shall cause the Refunding Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Refunding Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Refunding Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying

Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Refunding Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Refunding Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Refunding Bonds, together with the dollar amount of each Beneficial Owner's interest in the Refunding Bonds and the current addresses of such Beneficial Owners.

Section 3. Redemption of Refunding Bonds. The Refunding Bonds of this issue are redeemable at the option of the City on any date, but no sooner than five (5) years after their date of issuance, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with no premium, plus in each case accrued interest to the date fixed for redemption.

If any Refunding Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Refunding Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Refunding Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a

credit against any redemption obligation. Each Refunding Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Refunding Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Refunding Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption. If less than an entire maturity is called for redemption, the Refunding Bonds to be called shall be selected by lot by the Registrar. If some Refunding Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Refunding Bonds for optional redemption before selecting the Refunding Bonds by lot for the mandatory sinking fund redemption.

In either case, notice of such redemption shall be given at least thirty (30) days prior to the date fixed for redemption by mail unless the notice is waived by the registered owner of a Refunding Bond. Such notice shall be mailed to the address of the registered owners as shown on the registration records of the City as of the date which is forty-five (45) days prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Refunding Bonds called for redemption. The place of redemption shall be determined by the City. Interest on the Refunding Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the principal office of

the Paying Agent to pay the redemption price on the date so named. Coincidentally with the payment of the redemption price, the Refunding Bonds so called for redemption shall be surrendered for cancellation.

Section 4. Execution and Negotiability. Each of the Refunding Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its Clerk-Treasurer, and the seal of the City shall be affixed, imprinted or impressed to or on each of the Refunding Bonds manually, by facsimile or any other means; and these officials, by the execution of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Refunding Bonds. In case any officer whose signature or facsimile signature appears on the Refunding Bonds shall cease to be such officer before the delivery of the Refunding Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The Refunding Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Indiana, subject to the provisions for registration herein.

The Refunding Bonds shall also be authenticated by the manual signature of the Registrar, and no Refunding Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 5. Form of Refunding Bonds. The form and tenor of the Refunding Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Goshen, Indiana or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other

name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

UNITED STATES OF AMERICA
STATE OF INDIANA COUNTY OF ELKHART
CITY OF GOSHEN
SEWAGE WORKS REFUNDING REVENUE BOND OF _____

[INTEREST [MATURITY ORIGINAL AUTHENTICATION
RATE] DATE] DATE DATE DATE [CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Goshen, in Elkhart County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above on the Maturity Date [set forth above] **OR** [on January 1 and July 1 on the dates and in the amounts as set forth on Exhibit A attached hereto] [unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided], and to pay interest hereon at the [Interest Rate] [interest rate[s]] per annum [stated above] **OR** [as set forth on Exhibit A attached hereto] from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before _____ 15, 20____, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on the first days of January and July of each year, beginning on _____ 1, 20____. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

The principal of this bond is payable at the principal office of _____ ("Registrar" or "Paying Agent"), in the _____ of _____, Indiana. All payments of interest on this bond shall be paid by check, mailed one business day prior to the interest payment date to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. [Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond.] If payment of principal or interest is made to a depository, payment shall be made by

wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City[, of like date, tenor and effect, except as to rates of interest and dates of maturity;] aggregating _____ Dollars (\$ _____); numbered consecutively from 1 up; issued for the purpose of refunding certain Refunded Bonds (as defined in the hereinafter defined Ordinance) and to pay issuance expenses[, including a municipal bond insurance premium]. This bond is issued pursuant to an Ordinance adopted by the Common Council of the City on the _____ day of _____, 2020, entitled "An Ordinance of the City of Goshen authorizing the current refunding by the City of its Sewage Works Revenue Bonds of 2009; authorizing the issuance of sewage works refunding revenue bonds for such purpose; providing for the collection, segregation and distribution of the revenues of the sewage works; the safeguarding of the interests of the owners of the sewage works refunding revenue bonds authorized herein; other matters connected therewith, and repealing ordinances inconsistent herewith" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation Indiana Code 5-1-5 and Indiana Code 36-9-23 each as in effect on the date of delivery of the bonds ("Act"), the proceeds of which bonds are to be applied solely to the current refunding of the Refunded Bonds and expenses incurred in connection therewith.

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, and any bonds hereafter issued on a parity therewith are payable solely from the Sewage Works Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as the gross revenues, inclusive of System Development Charges (as hereinafter defined), of the sewage works of the City remaining after the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payment in lieu of property taxes) of the sewage works of the City, whether now or hereafter constructed or acquired. This bond and the issue of which it is a part rank on a parity with the Outstanding Bonds as defined in the Ordinance.

[Pursuant to the Ordinance and the Escrow Agreement defined therein, the City has set aside securities (purchased from proceeds of the bonds of this issue and funds on hand of the City) and certain cash in a Trust Account to provide payment of principal of and interest and redemption premium, if any, on the Refunded Bonds by the purchase of obligations of the United States of America.]

The City irrevocably pledges the entire Net Revenues of the sewage works to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Outstanding Bonds, to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of operation, repair and maintenance of the sewage works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the works for payment of: (a) the interest on all bonds which by their terms are payable from the revenues of the sewage works, as such interest shall fall due; (b) the necessary fiscal agency charges for paying bonds and interest; (c) the principal of all bonds which by their terms are payable from the revenues of the sewage works, as such principal shall fall due; and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the sewage works, on a parity with the Outstanding Bonds.

The bonds of this issue are not subject to optional redemption prior to maturity.

The bonds maturing on _____ 1, _____ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest on January 1 and July 1 on the dates and in the amounts set forth below:

<u> </u>	<u>Term Bond</u>
<u>Date</u>	<u>Amount</u>

*

* Final Maturity

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar.

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is forty-five (45) days prior to such redemption date, not less than thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the bonds so called for redemption

shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment [or redemption] on the date fixed therefor, the City may deposit in trust with its depository bank an amount sufficient to pay such bond [or the redemption price, as the case may be,] and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at a designated principal corporate trust office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

The City has designated the bonds as qualified tax-exempt obligations to qualify for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. **THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.** The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

[The bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$5,000 or integral multiples thereof] **OR** [\$100,000 and any integral multiple of \$5,000 thereafter] not exceeding the aggregate principal amount of the bonds maturing in such year. [The sale or transfer of this bond in principal amounts of less than \$100,000 is prohibited other than through a primary offering.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Goshen, in Elkhart County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk-Treasurer.

CITY OF GOSHEN, INDIANA

By _____
Mayor

[SEAL]

Attest:

Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

_____ as Registrar

By _____ Authorized Representative

[INSURANCE LEGEND]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

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

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Section 6. Authorization for Preparation and Sale of the Refunding Bonds; Official Statement; Escrow Agreement; Continuing Disclosure; Municipal Bond Insurance. (a) The Clerk-Treasurer is hereby authorized and directed to have the Refunding Bonds prepared, and the Mayor and Clerk-Treasurer are hereby authorized and directed to execute and attest the Refunding Bonds in the form and manner provided herein.

(b) The Mayor and the Clerk-Treasurer are hereby authorized to negotiate the sale of the Refunding Bonds to a purchaser which may be an underwriter ("Purchaser") in accordance with a bond purchase agreement or bond placement agreement ("Purchase Agreement") between the City and the Purchaser. The Mayor and the Clerk-Treasurer are hereby authorized to execute the Purchase Agreement and deliver the Refunding Bonds to the Purchaser so long as their terms

are consistent with this ordinance. Such Purchase Agreement shall establish a final principal amount, purchase price, interest rates, maturity schedule and term bond mandatory redemptions, if any. The Purchase Agreement will also state that the Purchaser or placement agent, as the case may be, will agree to assist the City with establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f).

(c) To the extent required, the Clerk-Treasurer is hereby authorized to appoint a financial institution to serve as escrow trustee ("Escrow Trustee") for the Refunded Bonds in accordance with the terms of the Escrow Agreement between the City and the Escrow Trustee ("Escrow Agreement"). The Common Council hereby authorizes the Mayor and the Clerk-Treasurer to complete, execute and attest the same on behalf of the City so long as its provisions are consistent with this ordinance and the Purchase Agreement.

(d) To the extent required, the execution, by either the Mayor, the Clerk-Treasurer, the Purchaser, or the City's municipal advisor, of a subscription for United States Treasury Obligations – State and Local Government Series for investments of proceeds of the Refunding Bonds to be held under the Escrow Agreement in a manner consistent with this ordinance is hereby approved.

(e) Distribution of an Official Statement (preliminary and final) prepared by the City's municipal advisor, on behalf of the City, is hereby approved and the Mayor or Clerk-Treasurer are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance and the Purchase Agreement. The Mayor or Clerk-Treasurer is hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 as promulgated by the Securities and Exchange Commission ("Rule"). If an Official Statement is not required, upon delivery of the Refunding Bonds, the City may

obtain an investment letter which satisfies federal and state securities laws applicable to the Refunding Bonds.

(f) If the Refunding Bonds are subject to the Rule, a Continuing Disclosure Undertaking ("Undertaking") for the Refunding Bonds is hereby authorized and approved by the Common Council, and the Mayor and Clerk-Treasurer are hereby authorized and directed to complete, execute and attest the same on behalf of the City. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default under the Refunding Bonds or this ordinance.

(g) In the event the municipal advisor to the City certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy, the City hereby authorizes the purchase of such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of (a) the total debt service on the Refunding Bonds if issued without municipal bond insurance and (b) the total debt service on the Refunding Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Mayor and the Clerk-Treasurer are hereby authorized to execute and deliver all agreements with the provider of the policy to the extent necessary to comply with the terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this ordinance for all purposes and is hereby incorporated herein by reference.

(h) The Refunding Bonds when fully paid for and delivered to the Purchaser, shall be the binding special revenue obligations of the City, payable out of the Net Revenues of the sewage works of the City, on a parity with the Outstanding Bonds. The proper officers of the

City are hereby directed to sell the Refunding Bonds to the Purchaser, to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

Section 7. Refunding of the Refunded Bonds and Costs of Issuance. The Refunded Bonds are owned by the Indiana Finance Authority ("Authority") as part of its wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. The Clerk-Treasurer shall, with the assistance of the City's municipal advisor and legal counsel, determine the date the Refunded Bonds will be paid, which date will be as soon as legally possible after delivery of the Refunding Bonds. The City shall use Refunding Bond proceeds and funds on hand allocable to the Refunded Bonds to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds due on the date on which the Refunded Bonds may be called for redemption. The City shall confirm the redemption date and amounts due with the Authority. To the extent required, concurrently with the delivery of the Refunding Bonds, the Clerk-Treasurer shall acquire if available, with a portion of the proceeds of the Refunding Bonds and cash on hand, direct obligations of or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations") to be used, together with certain cash from the proceeds of the Refunding Bonds and cash on hand as set forth in the Escrow Agreement, to refund and legally defease the Refunded Bonds all as set forth in the Escrow Agreement. In order to refund the Refunded Bonds, to the extent required, the Clerk-Treasurer shall deposit Government Obligations and certain cash with the Escrow Trustee under the Escrow Agreement in an amount sufficient to provide money for payment of the principal of and interest and redemption premium, if any, on

the Refunded Bonds until the earliest date upon which the Refunded Bonds may be called for redemption.

To the extent required, the Clerk-Treasurer shall obtain a verification of an accountant as to the sufficiency of the funds deposited to accomplish said refunding and legal defeasance of the Refunded Bonds.

Costs of issuance of the Refunding Bonds not otherwise paid shall be paid from the remaining proceeds of the Refunding Bonds by the Clerk-Treasurer. When all the costs of issuance of the Refunding Bonds have been paid, the Clerk-Treasurer shall then transfer any amount then remaining from the proceeds of the Refunding Bonds to the Sewage Works Sinking Fund.

Section 8. Financial Records and Accounts. The City shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of the sewage works and all disbursements made therefrom and all transactions relating to the utility. Copies of all such statements and reports shall be kept on file in the office of the Clerk-Treasurer.

Section 9. Pledge of Net Revenues. The interest on and the principal of the Refunding Bonds issued pursuant to the provisions of this ordinance, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, on a parity with the Outstanding Bonds, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Refunding Bonds, to the extent necessary for that purpose.

Section 10. Revenue Fund. All revenues derived from the operation of the sewage works and from the collection of sewage rates and charges (including any System Development Charges that are not considered Net Revenues) shall be deposited in the Sewage Works Revenue Fund ("Revenue Fund"), hereby continued, and segregated and deposited as set forth in this ordinance. Of these revenues the proper and reasonable expenses of operation, repair and maintenance of the works shall be paid, the principal and interest of all bonds and fiscal agency charges of registrars or paying agents shall be paid, the reserve shall be funded, and the costs of replacements, extensions, additions and improvements to the works and any PILOTs shall be paid. Except as permitted hereunder, no moneys derived from the revenues of the sewage works shall be transferred to the General Fund of the City or be used for any purpose not connected with the sewage works, other than to pay PILOTs, so long as any obligations payable from the Net Revenues of the sewage works are outstanding.

Section 11. Operation and Maintenance Fund. The Operation and Maintenance Fund ("O&M Fund") is hereby continued. There shall be transferred from the Revenue Fund and credited on the last day of each calendar month a sufficient amount of the revenues of the sewage works so that the balance in the O&M Fund shall be sufficient to pay the expenses of operation, repair and maintenance of the works for the then next succeeding two (2) calendar months. The moneys credited to the O&M Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the moneys in the O&M Fund shall be used for PILOTs, depreciation, replacements, improvements, extensions or additions. Any balance in said fund in excess of the expected expense of operation, repair and maintenance for the next succeeding month may be transferred

to the Sewage Works Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the sewage works.

Section 12. Sewage Works Sinking Fund. (a) There is hereby continued a sinking fund for the payment of the principal of and interest on revenue bonds which by their terms are payable from the Net Revenues of the sewage works and the payment of any fiscal agency charges in connection with the payment of bonds and interest. There shall be set aside and deposited in the Sinking Fund, as available, and as hereinafter provided, a sufficient amount of the Net Revenues of the sewage works (including any System Development Charges that are considered Net Revenues) to meet the requirements of the Bond and Interest Account and the Reserve Account hereby continued in the Sinking Fund. Such payments shall continue until the balances in the Bond and Interest Account and the Reserve Account equal the principal of and interest on all of the then outstanding bonds.

(b) Bond and Interest Account. There is hereby continued within the Sinking Fund the Bond and Interest Account. There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-sixth (1/6) of the interest on all the then outstanding bonds payable on the then next succeeding interest payment date and at least one-sixth (1/6) of the principal on all then outstanding bonds payable on the then next succeeding interest and principal payment date until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered

owner or to the bank fiscal agency sufficient moneys to pay the principal of and interest on the due dates thereof together with the amount of bank fiscal agency charges.

(c) Reserve Account. There is hereby continued, within the Sinking Fund, the Reserve Account ("Reserve Account"). On the date of delivery of the Refunding Bonds, funds on hand of the sewage works, Bond proceeds or a combination thereof may be deposited into the Reserve Account. The balance to be maintained in the Reserve Account shall equal but not exceed the least of: (i) maximum annual debt service on the Refunding Bonds, the Outstanding Bonds and any bonds issued in the future by the City which are payable from Net Revenues of the sewage works and which rank on a parity with the Bonds ("Parity Bonds"); (ii) 125% of average annual debt service of the Refunding Bonds, the Outstanding Bonds and any Parity Bonds; or (iii) 10% of the proceeds of the Refunding Bonds, the Outstanding Bonds and any Parity Bonds ("Reserve Requirement"). If the initial deposit into the Reserve Account does not cause the balance therein to equal the Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the Reserve Account on the last day of each calendar month until the balance therein equals the Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Refunding Bonds.

The Reserve Account shall constitute the margin for safety and a protection against default in the payment of principal and interest on the Refunding Bonds, the Outstanding Bonds and any Parity Bonds. Moneys in the Reserve Account shall be used to pay current principal and interest on the Refunding Bonds, the Outstanding Bonds and any Parity Bonds to the extent that moneys in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be promptly made up from the next available

Net Revenues remaining after credits into the Bond and Interest Account. Any moneys in the Reserve Account in excess of the Reserve Requirement shall be considered revenues of the sewage works but shall not be held in the Reserve Account.

Section 13. Sewage Works Improvement Fund. There is hereby continued the Sewage Works Improvement Fund ("Improvement Fund"). Any excess revenues may be transferred or credited from the Revenue Fund to the Improvement Fund, after meeting the requirements of the O&M Fund and the Sinking Fund, and said Fund shall be used for replacements, additions, improvements or extensions to the sewage works and to make payments representing PILOTs. The City reserves the right to transfer PILOTs from the Improvement Fund no more frequently than semiannually on January 1 and July 1 in accordance with the Act, and only if all required transfers have been made to the O&M Fund and Sinking Fund and the accounts of the Sinking Fund contain the required balances as of the date the PILOTs are paid. In no event shall any PILOTs be treated as an expense of operation and maintenance, nor in any case shall it be payable from the O&M Fund or the Sinking Fund. Moneys in the Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal and interest on the then outstanding bonds or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the Reserve Account of the Sinking Fund or may be transferred to the O&M Fund to meet unforeseen contingencies in the operation, repair and maintenance of the sewage works.

Section 14. Maintenance of Funds. The Sinking Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the City. The O&M Fund and the Improvement Fund may be maintained in a single account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other accounts of

the City and apart from the Sinking Fund account or accounts. All moneys deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws, including particularly Indiana Code, Title 5, Article 13, as amended or supplemented, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this ordinance.

Section 15. Defeasance of the Refunding Bonds. If, when the Refunding Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Refunding Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Refunding Bonds or a portion thereof then outstanding shall be paid; or (i) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (ii) below), or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Refunding Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's sewage works.

Section 16. Rate Covenant. The City covenants and agrees that it will establish and maintain just and equitable rates and charges for the use of and the service rendered by the

works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the sewage works by or through any part of the sewage system of the City, or that in any way uses or is served by such works, at a level adequate to produce and maintain sufficient revenue (including user and other charges, fees, income or revenues available to the City) to provide for the proper operation, repair and maintenance of the sewage works, to comply with and satisfy all covenants contained in this ordinance, and to pay all obligations of the sewage works and of the City with respect to the sewage works. Such rates and charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of operation, repair and maintenance of the sewage works and the requirements of the Sinking Fund. The rates and charges so established shall apply to any and all use of such works by and service rendered to the City and all departments thereof, and shall be paid by the City or the various departments thereof as the charges accrue.

Section 17. Additional Bond Provisions. The City reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its sewage works, ranking on a parity with the Refunding Bonds, for the purpose of financing the cost of future additions, extensions and improvements to the sewage works, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund and the accounts thereof shall have been made to date in accordance with the provisions of this ordinance, and the interest on and principal of all bonds payable from the Net Revenues of the sewage works shall have been paid in accordance with their terms. The Reserve Requirement shall be satisfied for the additional Parity Bonds either at the time of delivery of the additional Parity Bonds or over a five year or

shorter period, in a manner which is commensurate with the requirements set forth in Section 12(c) of this ordinance.

(b) The Net Revenues of the sewage works in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the additional Parity Bonds, the sewage rates and charges shall be increased sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued to the final maturity of the then outstanding bonds.

For purposes of this subsection, the records of the sewage works shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose. In addition, for purposes of this subsection with respect to any Parity Bonds hereafter issued, while any bonds remain outstanding and owned by the Authority as part of its SRF Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (b)

(c) The interest on the additional Parity Bonds shall be payable semiannually on the first day of January and July, and the principal on, or mandatory sinking fund redemption dates for the additional Parity Bonds shall be payable semiannually on the first day of January and July.

Section 18. Further Covenants of the City; Maintenance, Insurance, Pledge Not to Encumber, Subordinate Indebtedness, and Contract with Bondholders. For the purpose of further safeguarding the interests of the owners of the Refunding Bonds, it is hereby specifically provided as follows:

(a) The City shall at all times maintain its sewage works in good condition and operate the same in an efficient manner and at a reasonable cost.

(b) So long as any of the Refunding Bonds herein authorized are outstanding, the City shall maintain insurance on the insurable parts of the system to protect the sewage works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana.

All insurance proceeds and condemnation awards shall be used either in replacing or restoring the property destroyed, damaged or taken; alternatively, they may be applied as Net Revenues of the works, but only with the consent of the Indiana Finance Authority ("Authority") as long as any outstanding bonds are owned by the Authority.

(c) So long as any of the Refunding Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the property and plant of its sewage works system, or any part thereof, and shall not sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may be replaced, or shall no longer be necessary for use in connection with said utility; so long as any outstanding bonds are owned by the Authority, the City shall obtain the prior written consent of the Authority.

(d) Except as hereinbefore provided in Section 17 hereof, so long as any of the Refunding Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of said sewage works shall be authorized, executed, or

issued by the City except such as shall be made subordinate and junior in all respects to the Refunding Bonds herein authorized, unless all of the Refunding Bonds herein authorized are redeemed, retired or defeased pursuant to Section 16 hereof coincidentally with the delivery of such additional bonds or other obligations. So long as any outstanding obligations are owned by the Authority, the City shall obtain the written consent of the Authority.

(e) So long as any outstanding bonds are owned by the Authority, the City shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the sewage works other than for normal operating expenditures or (ii) borrow any money (including without limitation any loan from other utilities operated by the City) in connection with the sewage works.

(f) The City shall take all action or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid and solid waste, sewage, night soil or industrial waste is produced with available sanitary sewers. The City shall, insofar as possible, and to the extent permitted by law, cause all such sanitary sewers to be connected with said sewage works.

(g) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Refunding Bonds herein authorized, all the terms of which shall be enforceable by any bondholder by any and all appropriate proceedings in law or in equity. After the issuance of the Refunding Bonds, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of the Refunding Bonds nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Refunding Bonds, or the interest thereon remain unpaid. Except for the changes set forth in Section 19(a)-(g), this ordinance may be amended,

however, without the consent of or Refunding Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Refunding Bonds.

(h) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Refunding Bonds herein authorized for the uses and purposes herein set forth, and the owners of the Refunding Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this ordinance and of the governing Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owners of the Refunding Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the governing Act hereinbefore referred to, including the right to have a receiver appointed to administer said sewage works, in the event the City shall fail or refuse to fix and collect sufficient rates and charges, or shall fail or refuse to operate and maintain said system and to apply the revenues derived from the operation thereof, or if there be a default in the payment of the principal of or interest on any of the Refunding Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the governing Act.

Section 19. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Refunding Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, to consent to and approve the adoption by the Common Council of the City of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City

for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Refunding Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Refunding Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues or Net Revenues of the sewage works ranking prior to the pledge thereof created by this ordinance; or

(d) A preference or priority of any Refunding Bond or Refunding Bonds issued pursuant to this ordinance over any other Refunding Bond or Refunding Bonds issued pursuant to the provisions of this ordinance; or

(e) A reduction in the aggregate principal amount of the Refunding Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the Reserve Requirement; or

(g) The extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Refunding Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk-Treasurer of the City, no owner of any Refunding Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the

adoption thereof, or to enjoin or restrain the Common Council of the City from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Refunding Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Refunding Bonds authorized by this ordinance, and the terms and provisions of the Refunding Bonds and this ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Refunding Bonds then outstanding.

Section 20. Investment of Funds. (a) The Clerk-Treasurer is hereby authorized to invest moneys pursuant to the provisions of this ordinance and IC 5-1-14-3 (subject to applicable requirements of federal law to insure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Refunding Bonds under federal law.

(a) The Clerk-Treasurer shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of the ordinance, the Clerk-Treasurer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax exclusion. The Clerk-Treasurer may pay any fees as operation expenses of the sewage works.

Section 21. Tax Covenants. In order to preserve the exclusion of interest on the Refunding Bonds from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Refunding Bonds ("Code"), and as an inducement to purchasers of the Refunding Bonds, the City represents, covenants and agrees that:

(a) Since the date of issuance of the Refunded Bonds and until the earlier of the last date of the reasonably expected economic life of the projects constructed with funds from the Refunded Bonds or the latest maturity date of the Refunding Bonds ("Combined Measurement Period"), the sewage works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. During the Combined Measurement Period, no person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Refunding Bonds or property financed by the Refunded Bond proceeds other than as a member of the general public. During the Combined Measurement Period, no person or entity other than the City or another state or local governmental unit will own property financed by the Refunded Bonds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Refunding Bonds. If the City enters into a management contract for the sewage works, the terms of the contract will comply with IRS Revenue Procedure 2017-33, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the

Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Refunding Bonds.

(b) No more than 10% of the principal of or interest on the Refunding Bonds over the Combined Measurement Period will (under the terms of the Refunding Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Refunding Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Refunding Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Refunding Bond proceeds.

(d) The City reasonably expects, as of the date hereof, that the Refunding Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above for the Combined Measurement Period.

(e) During the Combined Measurement Period, no more than 5% of the proceeds of the Refunding Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Refunding Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Refunding Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such exclusion. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Refunding Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Refunding Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Refunding Bonds.

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Refunding Bonds.

Section 22. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Refunding Bonds from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 23. Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be construed as modifying, amending or repealing the ordinances authorizing the Outstanding Bonds or as

adversely affecting the rights of the holders of the aforementioned Outstanding Bonds or the Refunded Bonds.

Section 24. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 25. Effective Date. This ordinance shall be in full force and effect from and after its passage and execution by the Mayor.

Passed and adopted by the Common Council of the City of Goshen, Indiana, this 27th day of October, 2020.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

Presiding Officer

Attest:

Clerk-Treasurer

Presented by me to the Mayor of the City of Goshen, Indiana, this _____ day of _____, 2020 at __: __.m.

Clerk-Treasurer

Signed and approved by me, the Mayor of the City of Goshen, Indiana, this _____ day of _____, 2020 at __: __.m.

Mayor

ORDINANCE 5065

2021 Compensation for Civil City and Utilities Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-4-7-3, the Goshen Common Council approves the 2021 minimum and maximum compensation, including wages and benefits, for the Civil City and Utilities employees as follows:

SECTION 1 Application of Ordinance

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

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and Teamsters Local Union No. 364 be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Positions, Classifications, Grades and Wages

- (A) The executive shall set the compensation for all employees within the minimum and maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement between the City of Goshen and Teamsters Local Union No. 364.
- (B) Positions, Classifications and Grades. Exhibit A, 2021 Positions, Classifications and Grades, sets forth all positions covered by this ordinance. The exhibit also sets forth the position’s classification under the city’s Hours of Work and Compensation Policy, the assigned grade for the position, the percentage share of cost for the wages and employment benefits for a position in which such costs are paid from more than one budget or fund, and whether the position is a bargaining unit position.
- (C) Wages for All Grades. Exhibit B, 2021 Wages for All Grades, sets forth the wages fixed for each assigned grade. Exhibit B applies to all positions except bargaining unit positions and ungraded positions.
 - (1) Each grade has established a minimum, a midpoint, and a maximum level of pay as further described below. Each employee will be paid not less than the minimum wage and not more than the maximum wage for the position’s assigned grade. A new employee will receive not less than the minimum wage for the position’s assigned grade, but may receive

more than the minimum wage depending on the employee's qualifications and/or market conditions.

- (i) Minimum. The minimum is the level of pay established for a position at the assigned grade for an inexperienced employee that meets the minimum qualifications for the position.
 - (ii) Midpoint. The midpoint is the level of pay established for a position at the assigned grade for an experienced employee that meets the city's performance expectations for the position under normal supervision.
 - (iii) Maximum. The maximum is the level of pay established for a position at the assigned grade for an employee that performs duties well beyond those required for the position at the highest possible efficiency and/or for an employee who has qualifications that well exceed the requirements for the position.
- (2) Under the guidance and review of the Human Resources Manager, subject to the final approval of the Mayor, a department head may establish the level of pay for an employee in a non-bargaining unit position within their department or office which shall be within the minimum and the maximum wage range as set forth in Exhibit B for the position's assigned grade taking into consideration an employee's qualifications, an employee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
- (3) An elected official will establish the pay for his or her direct appointments which will be within the minimum and the maximum wages set forth in Exhibit B for the position's assigned grade taking into consideration an appointee's qualifications, an appointee's job performance, the position's duties and responsibilities, market conditions, and/or department budget.
- (D) Wages for Teamsters Employees. Exhibit C, 2021 Wages for Teamsters Employees, sets forth the hourly wages fixed for the bargaining unit positions based on the employee's length of service. The Teamsters positions are also indicated by an "Ex C" in the 2021 Positions, Classifications and Grades table set forth in Exhibit A.
- (E) Wages for Ungraded Positions. Exhibit D, 2021 Wages for Ungraded Positions, sets forth the maximum wages fixed for ungraded positions. The ungraded positions are also indicated by an "Ex D" in the 2021 Positions, Classifications and Grades table set forth in Exhibit A.
- (F) Temporary, Intermittent, or Seasonal Positions. A department head, under the guidance and review of the Human Resources Manager, may establish a temporary, intermittent, or seasonal position as further described below to meet workload requirements provided the position is scheduled to work less than one thousand forty (1,040) hours each year. The wage for a temporary, intermittent, or seasonal position shall be based on either the same grade as a regular position as set forth in Exhibit B, 2021 Wages for All Grades, or in accordance with the position and classification set forth in Exhibit E, 2021 Wages for Certain Temporary, Intermittent, or Seasonal Positions. A temporary, intermittent, or seasonal position is not eligible to receive any employment benefit.
 - (1) Temporary Position. A temporary position is a position lasting less than twelve (12) months to fill in for an absent employee, fill a short-term position, or to complete a specific assignment or project.
 - (2) Intermittent Position. An intermittent position is a position in which the nature of the work is sporadic and unpredictable and without a regularly recurring work schedule.
 - (3) Seasonal Position. A seasonal position is a position in which the nature of the work is in annually recurring periods of less than six (6) months each year.

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

SECTION 4 Share of Cost for Wages and Benefits

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

SECTION 5 Payment of Wages

- (A) The city shall issue paychecks, at a minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2021 will have gross wages calculated using the 2021 wage rates even if a portion of the pay period falls in 2020.
- (C) The wages due to a salaried employee who commences or leaves city employment in the middle of a pay period shall be prorated based on the number of scheduled days worked during that pay period.

SECTION 6 Public Employees' Retirement Fund

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

SECTION 7 Health Insurance

Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year, and the position of Planning and Zoning Attorney, must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Forty-seven and 09/100 Dollars (\$347.09)) and the employee shall pay twenty percent (20%) (Eighty-six and 77/100 Dollars (\$86.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 8 Vacation Leave

- (A) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive the following vacation leave beginning on the employee's first anniversary date of continuous employment and each subsequent anniversary date, unless a higher amount is established by an agreement between city and the employee at the time the employee is hired:
- (1) Upon completion of one (1) year of service, the employee shall receive forty (40) hours vacation leave.
 - (2) Upon completion of two (2) years of service, the employee shall receive eighty (80) hours vacation leave.
 - (3) Upon completion of seven (7) years of service, the employee shall receive one hundred twenty (120) hours vacation leave.
 - (4) Upon completion of fourteen (14) years of service, the employee shall receive one hundred sixty (160) hours vacation leave.
- (B) Each employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive prorated vacation leave beginning on the employee's first anniversary date of continuous employment and each subsequent anniversary date. The vacation leave shall be prorated based on the vacation leave schedule set forth in subsection (A) and the number of hours worked by the employee the previous anniversary year divided by two thousand eighty (2,080) hours, unless a higher amount is established by an agreement between city and the employee at the time the employee is hired.
- (C) An employee shall receive payment for all unused vacation leave and all vacation leave accrued during the current anniversary year upon termination of employment if:
- (1) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated by the city and the employee is in good standing with the city at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) For the purposes of subsection (C) and calculating accrued vacation leave at the time of termination, an employee in a position scheduled to work at least two thousand eighty (2,080) hours each year will receive payment for sixteen (16) hours accrued vacation leave for every ten (10) weeks of employment since the employee's previous anniversary date, regardless of the employee's length of continuous employment with the city. This payment will only be made in sixteen (16) hour increments and will not be prorated based on a partial ten (10) week period.

- (E) For the purposes of subsection (C) and calculating accrued vacation leave at the time of termination, an employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year will receive payment for accrued vacation leave prorated based on the calculation in subsection (D) and the number of hours worked by the employee the previous anniversary year prior to termination divided by two thousand eighty (2,080) hours.
- (F) Vacation leave shall be paid at the employee's current wage rate.

SECTION 9 Sick Leave

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

SECTION 10 Holidays

- (A) The city shall observe the following holidays:
 - (1) New Year's Day, January 1
 - (2) Martin Luther King, Jr. Day, the third Monday in January
 - (3) Memorial Day, the last Monday in May
 - (4) Independence Day, July 4
 - (5) Labor Day, the first Monday in September
 - (6) Veterans Day, November 11
 - (7) Thanksgiving Day, the fourth Thursday in November
 - (8) Day following Thanksgiving Day

- (9) Christmas Eve, December 24
- (10) Christmas Day, December 25

When any of the above listed holidays fall on a Sunday, the following Monday shall be the observed holiday. When any of the holidays fall on a Saturday, the preceding Friday shall be the observed holiday.

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

SECTION 11 Floating Holidays

- (A) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who is employed with the city on January 1 or who commences employment with the city on the first work day following January 1 is entitled to paid floating holidays each calendar year as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive forty (40) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand eight hundred seventy-two (1,872) hours each year but less than two thousand eighty (2,080) hours each year shall receive thirty-six (36) hours paid floating holidays.
 - (3) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than one thousand eight hundred seventy-two (1,872) hours each year shall receive thirty (30) hours paid floating holidays.
- (B) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the city after the first work day following January 1 but before July 1 is entitled to paid floating holidays in the first partial year of employment ending December 31 as follows:
 - (1) Each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive sixteen (16) hours paid floating holidays.
 - (2) Each employee in a position scheduled to work at least one thousand eight hundred seventy-two (1,872) hours each year but less than two thousand eighty (2,080) hours each year shall receive fourteen (14) hours paid floating holidays.
 - (3) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year but less than one thousand eight hundred seventy-two (1,872) hours each year shall receive twelve (12) hours paid floating holidays.

- (C) Each employee in a position scheduled to work at least one thousand five hundred sixty (1,560) hours each year who commences employment with the city on or after July 1 is not entitled to any floating holidays in the first partial year of employment ending December 31.
- (D) Employees may not accumulate floating holidays from year to year.
- (E) Unused floating holidays will not be paid to an employee upon termination of employment.
- (F) Floating holidays shall be paid at the employee's current wage rate.

SECTION 12 Increment Pay

- (A) Except for an employee in a position excluded under subsection (G), each employee in a position scheduled to work at least one thousand forty (1,040) hours each year who has completed at least one (1) full year of continuous employment shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the city.
- (B) An employee shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following the employee's date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (C) Notwithstanding subsection (B), an employee who commences employment on January 1 or the first work day following January 1 shall be entitled to the annual increment pay bonus at the end of the calendar year in which the employee commenced employment provided the employee is still employed with the city at the time of payment. Should the employee terminate employment during the first year, then the employee is not entitled to receive an increment pay bonus.
- (D) Each eligible employee in a position scheduled to work at least two thousand eighty (2,080) hours each year shall receive increment pay in the amount of One Hundred Dollars (\$100) per calendar year of continuous employment, up to a maximum of One Thousand Seven Hundred Dollars (\$1,700).
- (E) Each eligible employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than two thousand eighty (2,080) hours each year shall receive increment pay bonus prorated based on the number of hours worked by the employee the previous calendar year divided by the two thousand eighty (2,080) hours, times One Hundred Dollars (\$100) per calendar year of continuous employment.
- (F) Increment pay will be paid to an employee upon termination of employment based on the number of continuous calendar years of employment earned through January 1 of the current calendar year if:
 - (1) The employee gives the city a minimum two (2) week written notice of the intent to terminate employment with the city and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated by the city and the employee is in good standing with the city at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

- (G) This section does not apply to an employee in the position(s) of:
- (1) Planning and Zoning Attorney; and
 - (2) Probation Officer. (The structure of the salary schedule for Probation Officers adopted by the Judicial Conference of Indiana provides additional compensation based on years of service.)

SECTION 13 Longevity Bonus

- (A) This section applies to each employee in a position scheduled to work at least two thousand eighty (2,080) hours each year and who commenced employment with the city in the position before January 1, 1990, except for the Planning and Zoning Attorney.
- (B) Each qualifying employee who has attained at least twenty (20) years of continuous employment shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000) payable at the end of the calendar year or at the time of termination of employment with the city.
- (C) A qualifying employee who has attained their twentieth year of employment shall receive a prorated portion of the annual longevity bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:
- (1) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city and the employee is in good standing with the city at the time of termination;
 - (2) The employee is terminated in the by the city and the employee is in good standing with the city at the time of termination; or
 - (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties or the termination is due to the death of the employee.

SECTION 14 Funeral Leave

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

SECTION 15 Court Duties

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

SECTION 16 Clothing/Work Boot/Physical Fitness Allowance

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

- (C) Each eligible employee in a position scheduled to work at least one thousand forty (1,040) hours each year but less than one thousand five hundred sixty (1,560) hours each year may be reimbursed up to Fifty Dollars (\$50) per calendar year as a clothing/work boot/physical fitness allowance.

SECTION 17 State Certification Bonus

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

SECTION 18 Cell Phone Stipend

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

SECTION 19 Civilian Police Chief and Civilian Fire Chief

- (A) The position of Civilian Police Chief may be appointed by the Mayor to serve instead of the position of Police Chief described in the Ordinance for Compensation for Police Department Employees in Section 1, subsection (B)(1) and Exhibit A of that Ordinance.
- (B) The position of Civilian Fire Chief may be appointed by the Mayor to serve instead of the position of Fire Chief described in the Ordinance for Compensation for Fire Department Employees in Section 1, subsection (B)(1) and Exhibit A of that Ordinance.
- (C) Any person appointed by the Mayor under this Section must meet the requirements of Indiana Code §§ 36-8-4-1 through 36-8-4-12.
- (D) The positions of Civilian Police Chief and Civilian Fire Chief will be paid as a grade 25 as provided in Exhibit A and Exhibit B attached to this ordinance.
- (E) The positions of Civilian Police Chief and Civilian Fire Chief shall be eligible to participate in PERF, and receive health insurance, vacation leave, sick leave, holidays, floating holidays, increment pay, longevity bonus, funeral leave, court duties, clothing/work boot/physical fitness allowance, and cell phone stipend as provided in this ordinance. For calculation of fringe benefits, excluding PERF, all time spent as a police officer or firefighter for the City of Goshen will count as years of service when applying the terms of benefits under this ordinance.

SECTION 20 Collective Bargaining Agreement Provisions

The following additional compensation applies specifically to bargaining unit positions. The additional compensation will be paid to the bargaining unit employee in accordance with the terms of the collective bargaining agreement.

(A) **Overtime.**

(1) **Overtime Compensation.**

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

(2) **Compensatory Time.**

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

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

(C) **Shift Differential.**

- (1) A bargaining unit employee shall receive a shift differential of Thirty-five Cents (\$0.35) per hour.
- (2) A Utilities Department bargaining unit employee who is scheduled to work outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the shift differential pay provided in paragraph (C)(1).

(D) **Uniforms.** The city shall provide and maintain uniforms for bargaining unit employees.

(E) **Substitution Pay.** A bargaining unit employee filling in the roll of an absent employee in a higher job classification for one (1) day or longer shall receive pay of the higher job classification.

(F) **Work Shoe/Inclement Weather Gear Allowance.** A bargaining unit employee shall receive up to Two Hundred Twenty-five Dollars (\$225) to purchase or repair work shoes or inclement weather gear.

(G) **Commercial Driver's License (CDL).**

- (1) The city will pay the cost of a basic physical required by state or federal regulations for a bargaining unit employee to maintain his or her CDL if the physical is provided by a

physician designated by the city. Alternatively, if the employee chooses to have the required physical provided by his or her own physician, the city will pay an amount not exceeding the amount the city would have paid if the physical was provided by a physician designated by the city.

- (2) The city will pay the cost of the CDL renewal or upgrade for a bargaining unit employee.
- (H) Vaccinations. The city will pay the cost for a Parks and Recreation Department bargaining unit employee to receive a hepatitis B vaccination.
- (I) On-Call Pay. A Utilities Department or Wastewater Treatment Department bargaining unit employee designated to take home a laptop computer and a communication device in order to respond to warning signals from the wastewater treatment facility shall receive on-call pay in the amount of Ten Dollars (\$10) if on a day the bargaining unit employee is scheduled to work, and Fifteen Dollars (\$15) if on a day the bargaining unit employee is not scheduled to work.
- (J) Mechanic Tool Insurance. A Central Garage bargaining unit employee will be reimbursed for insurance covering theft and fire damage of mechanic-owned tools, or the city will pay the employee's insurance company directly upon presentation of an invoice.
- (K) Mechanic Tool Allowance.
 - (1) A Central Garage bargaining unit employee may use all or any portion of the work shoe/inclement weather gear allowance toward the cost to purchase tools to be used in their employment. In addition to applying all or a portion of the work shoe/inclement weather gear allowance, a mechanic shall receive Two Hundred Fifty Dollars (\$250) to purchase tools to be used in their employment.
 - (2) A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification shall receive Three Hundred Fifty Dollars (\$350) to purchase tools to be used in their employment.
- (L) ASE Certification.
 - (1) A Central Garage bargaining unit employee shall receive an annual Four Hundred Dollars (\$400) certification bonus, up to a maximum of One Thousand Two Hundred Dollars (\$1,200), for each approved ASE certification test the employee has passed, and provided the certification is kept current.
 - (2) A Central Garage bargaining unit employee who passes the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification shall be reimbursed the cost of the test registration and the test fee up to a maximum of One Hundred Thirty-five Dollars (\$135) per test. If there is no testing option except during normal work hours, any mechanic will be given time off to take the test with pay.

SECTION 21 Declared Emergency Paid Leave

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

EXHIBIT A
2021 Positions, Classifications and Grades

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

EXHIBIT A
2021 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Court	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Court	Probation Officer	Covered, Exempt (Salary)	Ex D
Engineering	Civil City Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Utilities Engineer	Non-Covered, Ineligible (Salary)	30
Engineering	Administrative City Engineer	Covered, Exempt (Salary)	24
Engineering	Project Manager	Covered, Exempt (Salary)	20
Engineering	GIS Coordinator	Covered, Non-Exempt (Hourly)	13
Engineering	Stormwater Coordinator	Covered, Non-Exempt (Hourly)	11
Engineering	Technician I	Covered, Non-Exempt (Hourly)	11
Engineering	Inspector I	Covered, Non-Exempt (Hourly)	10
Engineering	Stormwater Specialist	Covered, Non-Exempt (Hourly)	10
Engineering	Inspector II	Covered, Non-Exempt (Hourly)	9
Engineering	Technician II	Covered, Non-Exempt (Hourly)	9
Engineering	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Engineering	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Environmental Resilience	Environmental Resilience Director	Non-Covered, Ineligible (Salary)	19
Environmental Resilience	Education/Grant Writer	Covered, Non-Exempt (Hourly)	11
Environmental Resilience	Urban Forester	Covered, Non-Exempt (Hourly)	10
Environmental Resilience	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Civilian Fire Chief	Non-Covered, Ineligible (Salary)	25
Fire	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Fire	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Fire	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Legal	Legal Compliance Administrator	Covered, Exempt (Salary)	19
Legal	Human Resources Manager	Covered, Exempt (Salary)	18
Legal	Contracts and Claims Manager	Covered, Non-Exempt (Hourly)	11
Legal	Paralegal	Covered, Non-Exempt (Hourly)	11
Legal	Administrative Legal Assistant	Covered, Non-Exempt (Hourly)	9

EXHIBIT A
2021 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Legal	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Legal	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Legal	Assistant City Attorney	Covered, Exempt (Salary)	Ex D
Legal	City Attorney	Non-Covered, Ineligible (Salary)	Ex D
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	Ex D
Mayor	Administrative Assistant	Non-Covered, Eligible (Salary)	12
Mayor	Community Relations Director	Non-Covered, Ineligible (Salary)	12
Non-specified	Public Works Director	Non-Covered, Ineligible (Salary)	33
Non-specified	Technology Coordinator	Covered, Exempt (Salary)	15
Non-specified	Communications Coordinator	Covered, Non-Exempt (Hourly)	11
Non-specified	Ordinance Compliance Officer	Covered, Non-Exempt (Hourly)	10
Non-specified	Technology Assistant I	Covered, Non-Exempt (Hourly)	10
Non-specified	Buildings and Grounds Maintenance Manager	Covered, Non-Exempt (Hourly)	9
Non-specified	Technology Assistant II	Covered, Non-Exempt (Hourly)	7
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	7 or Ex E
Non-specified	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Receptionist/Office Assistant III	Covered, Non-Exempt (Hourly)	5
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	4 or Ex E
Non-specified	Custodian	Covered, Non-Exempt (Hourly)	3
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	1 or Ex E
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	Ex D
Parks & Recreation	Park Superintendent	Non-Covered, Ineligible (Salary)	19
Parks & Recreation	Conservation and Forestry Coordinator	Covered, Exempt (Salary)	16
Parks & Recreation	Park Maintenance Development Director	Covered, Exempt (Salary)	16
Parks & Recreation	Recreation Supervisor	Covered, Exempt (Salary)	14
Parks & Recreation	Recreation Coordinator	Covered, Non-Exempt (Hourly)	10
Parks & Recreation	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Parks & Recreation	Program Director	Covered, Non-Exempt (Hourly)	7

EXHIBIT A
2021 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	7 or Ex E
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	6 or Ex E
Parks & Recreation	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	4 or Ex E
Parks & Recreation	Program Leader	Covered, Non-Exempt (Hourly)	3
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	3 or Ex E
Parks & Recreation	Cashier	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Scorekeeper	Covered, Non-Exempt (Hourly)	1
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	1 or Ex E
Parks & Recreation	Laborer - General - Softball Field Maintenance	Covered, Exempt-Recreational (Hourly)	1 or Ex E
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	1 or Ex E
Parks & Recreation	Park Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Parks & Recreation	Park Ranger/Pavilion Manager and Maintenance	Covered, Non-Exempt (Hourly)	Ex C
Police	Civilian Police Chief	Non-Covered, Ineligible (Salary)	25
Police	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Police	Special Police Officer	Covered, Non-Exempt (Hourly)	6
Police	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Street	Street Commissioner	Non-Covered, Ineligible (Salary)	19
Street	Assistant Street Commissioner	Covered, Non-Exempt (Hourly)	16
Street	Foreman	Covered, Non-Exempt (Hourly)	13
Street	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Street	Heavy Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Light Equipment Operator	Covered, Non-Exempt (Hourly)	Ex C
Street	Paint and Sign Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Utilities Superintendent	Non-Covered, Ineligible (Salary)	27
Water & Sewer	Wastewater Superintendent	Non-Covered, Ineligible (Salary)	20

EXHIBIT A
2021 Positions, Classifications and Grades

Department/Office	Position	Classification	Grade
Water & Sewer	Water and Sewer Superintendent	Non-Covered, Ineligible (Salary)	20
Water & Sewer	Environmental Compliance Administrator	Covered, Exempt (Salary)	18
Water & Sewer	Maintenance Manager	Covered, Exempt (Salary)	18
Water & Sewer	Water Quality Manager	Covered, Exempt (Salary)	18
Water & Sewer	Pretreatment/Laboratory Coordinator	Covered, Exempt (Salary)	17
Water & Sewer	Construction/Distribution Supervisor	Covered, Non-Exempt (Hourly)	16
Water & Sewer	Utilities Office Manager	Non-Covered, Ineligible (Salary)	16
Water & Sewer	Assistant Maintenance Manager	Covered, Non-Exempt (Hourly)	15
Water & Sewer	FOG (Fats, Oils and Grease) Inspector/Laboratory Chemist	Covered, Non-Exempt (Hourly)	14
Water & Sewer	Laboratory Chemist	Covered, Non-Exempt (Hourly)	13
Water & Sewer	Utilities Office Supervisor	Covered, Non-Exempt (Hourly)	11
Water & Sewer	Office Assistant I	Covered, Non-Exempt (Hourly)	7
Water & Sewer	Office Assistant II	Covered, Non-Exempt (Hourly)	6
Water & Sewer	Office Assistant III	Covered, Non-Exempt (Hourly)	5
Water & Sewer	Assistant Water Treatment Operator/Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Inspection Crew Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Meter Service Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	SCADA Operator Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Sewer Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	TVI Specialist	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Maintenance Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Wastewater Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water and Sewer Construction and Distribution Technician	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Plant Operator	Covered, Non-Exempt (Hourly)	Ex C
Water & Sewer	Water Treatment Operator	Covered, Non-Exempt (Hourly)	Ex C

EXHIBIT B
2021 Wages for All Grades

Grade	MINIMUM		MIDPOINT		MAXIMUM		Grade
	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	Bi-Weekly Salary	Hourly Wage	
1		\$13.55		\$16.23		\$18.91	1
2		\$14.33		\$17.16		\$19.99	2
3		\$15.09		\$18.07		\$21.06	3
4		\$15.86		\$18.99		\$22.13	4
5		\$16.61		\$19.89		\$23.17	5
6		\$17.38		\$20.82		\$24.25	6
7		\$18.15		\$21.74		\$25.32	7
8		\$18.92		\$22.65		\$26.39	8
9		\$19.68		\$23.57		\$27.46	9
10		\$20.45		\$24.49		\$28.53	10
11	\$1,697.27	\$21.22	\$2,032.66	\$25.41	\$2,368.05	\$29.60	11
12	\$1,758.59	\$21.98	\$2,106.10	\$26.33	\$2,453.61	\$30.67	12
13	\$1,819.92	\$22.75	\$2,179.54	\$27.24	\$2,539.16	\$31.74	13
14	\$1,881.24	\$23.52	\$2,252.98	\$28.16	\$2,624.72	\$32.81	14
15	\$1,942.56	\$24.28	\$2,326.42	\$29.08	\$2,710.28	\$33.88	15
16	\$2,003.88	\$25.05	\$2,399.86	\$30.00	\$2,795.84	\$34.95	16
17	\$2,065.21		\$2,473.30		\$2,881.39		17
18	\$2,126.53		\$2,546.74		\$2,966.95		18
19	\$2,187.85		\$2,620.18		\$3,052.51		19
20	\$2,249.17		\$2,693.62		\$3,138.07		20
21	\$2,310.50		\$2,767.06		\$3,223.62		21
22	\$2,371.82		\$2,840.50		\$3,309.18		22
23	\$2,433.14		\$2,913.94		\$3,394.74		23
24	\$2,494.46		\$2,987.38		\$3,480.30		24
25	\$2,555.78		\$3,060.82		\$3,565.86		25
26	\$2,617.11		\$3,134.26		\$3,651.41		26
27	\$2,678.43		\$3,207.70		\$3,736.97		27
28	\$2,739.75		\$3,281.14		\$3,822.53		28
29	\$2,801.07		\$3,354.58		\$3,908.09		29
30	\$2,862.40		\$3,428.02		\$3,993.64		30
31	\$2,925.08		\$3,503.09		\$4,081.10		31
32	\$2,989.12		\$3,579.79		\$4,170.46		32
33	\$3,055.21		\$3,658.94		\$4,262.67		33

EXHIBIT C
2021 Hourly Wages for Teamster Employees

Union Category	0 to 1 Year	1 Year to 3 Years	Over 3 Years
A	\$22.25	\$24.58	\$26.31
B	\$21.41	\$23.36	\$25.29
C	\$20.90	\$23.12	\$24.67
D	\$20.43	\$22.61	\$24.36
E	\$19.79	\$21.93	\$23.49

Union Category A

Mechanic
 SCADA Operator Technician

Union Category B

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

Union Category C

Assistant Water Treatment Operator/Maintenance Technician

Union Category D

Mechanic Assistant
 Park Maintenance
 Light Equipment Operator
 Meter Service Technician

Union Category E

None

EXHIBIT D
2021 Wages for Ungraded Positions

Department/Office	Position	Classification	Wage
Aviation	Airport Manager	Covered, Exempt (Salary)	\$1,883.30 Bi-Weekly
Court	Probation Officer *	Covered, Exempt (Salary)	See Below
Legal	Assistant City Attorney	Covered, Exempt (Salary)	\$3,000.73 Bi-Weekly
Legal	City Attorney	Non-Covered, Ineligible (Salary)	\$4,662.96 Bi-Weekly
Legal	Planning and Zoning Attorney	Non-Covered, Ineligible (Salary)	\$307.91 Bi-Weekly
Non-specified	Board of Public Works and Safety Member, excluding Mayor	Non-Covered, Ineligible (Salary)	\$178.50 Bi-Weekly

* A Probation Officer shall be compensated in accordance with the Judicial Conference of Indiana's 2021 minimum salary schedule for probation officers, and the salary of a Probation Officer that is currently paid above the minimum salary schedule shall not be reduced. A Probation Officer position that is scheduled to work less than 2,080 hours each year shall be paid in accordance with the minimum salary schedule on a pro rata basis.

EXHIBIT E
2021 Wages for Certain Temporary, Intermittent, or Seasonal Positions

Department/Office	Position	Classification	Hourly Wage Range	
Non-specified	Laborer - Skilled	Covered, Non-Exempt (Hourly)	\$13.09	\$15.67
Non-specified	Laborer - Semiskilled	Covered, Non-Exempt (Hourly)	\$12.39	\$14.83
Non-specified	Laborer - General	Covered, Non-Exempt (Hourly)	\$11.04	\$13.23
Parks & Recreation	Program Director - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	\$13.09	\$15.67
Parks & Recreation	Program Director - Pool	Covered, Exempt-Recreational (Hourly)	\$13.09	\$15.67
Parks & Recreation	Program Director - Softball League	Covered, Exempt-Recreational (Hourly)	\$13.09	\$15.67
Parks & Recreation	Water Safety Instructor	Covered, Exempt-Recreational (Hourly)	\$12.88	\$15.43
Parks & Recreation	Lifeguard	Covered, Exempt-Recreational (Hourly)	\$12.39	\$14.83
Parks & Recreation	Program Leader - Discovery Day Camp	Covered, Exempt-Recreational (Hourly)	\$11.96	\$14.33
Parks & Recreation	Cashier - Pool	Covered, Exempt-Recreational (Hourly)	\$11.04	\$13.23
Parks & Recreation	Laborer - General - Softball Maintenance	Covered, Exempt-Recreational (Hourly)	\$11.04	\$13.23
Parks & Recreation	Scorekeeper - Softball League	Covered, Exempt-Recreational (Hourly)	\$11.04	\$13.23

PASSED by the Goshen Common Council on _____, 2020.

Presiding Officer

ATTEST:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on _____, 2020, at _____
a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED and ADOPTED on _____, 2020.

Jeremy P. Stutsman, Mayor