



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 10, 2026 REGULAR MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers and Mary Nichols
Absent: Barb Swartley

Call To Order: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 3, 2026 meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with two added agenda items: #9, *Engineering Department request: Approve a lane closure using temporary traffic signals on College Avenue east of the bridge over Horn Ditch from Sept. 21, 2026 through Oct. 2, 2026* and #10, *Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Custom Paint and Finish LLC for painting of the second floor of the Utilities Billing Office, 203 South 5th Street.* Board member Myers made a motion to approve the agenda as amended. Board member Nichols seconded the motion. The motion passed 4-0.

1) Maple City Market request: Approve the City providing 100 feet of temporary fencing for the market's Fall Faire during October First Friday, Oct. 2, 2026

Carrie Lee Bland-Kendall, the Marketing & Events Manager for Maple City Market, asked the Board to approve and provide 100-feet of temporary fencing for an upcoming event – the market's Fall Faire during the October First Friday, Oct. 2, 2026. She said the free event will feature a bouncy house, crafts, food and a beer-drinking area.

Bland-Kendall said the area to be fenced would be along the north side of the building, in the parking lot and adjacent to the alley. She asked for fencing for this purpose.

At the recommendation of City Street Commissioner David Gibbs, Bland-Kendall said the market has applied with the City and the State for permission to participate in the City's Designated Outdoor Refreshment Area (DORA) program. Until that approval, she said the fencing would be needed.

In her written request, Bland-Kendall indicated that the market is working closely with First Friday/Downtown Goshen, Inc. on its events as well as with the market's northside neighbor, the International Community Center, Inc. Myers/Nichols made a motion to accept the Maple City Market's fencing request for Oct. 2, 2026, with approximately 100 feet needed. The motion passed 4-0.

2) Northern Indiana Clay Center request: Approve the placement of a projecting sign for the center, 118 South Main Street, on the building façade, in the adjacent Art Alley

Todd Lehman, owner of Signtech Sign Services of Goshen, said he has been working with the Northern Indiana Clay Center on preparing a projecting sign for the outside of his new property at 118 South Main Street.

Lehman said the entrance to the center will be in the alley, halfway down from Main Street. So, he said the center was requesting permission to erect a projecting sign that can be seen from both ends of the alley.

In a memorandum to the Board, Signtech indicated this sign would meet the City engineering standards for vertical clearance, and the owner agreed to keep the sign in good condition and to remove the sign in a timely manner if necessary for the City of Goshen to maintain and improve its right-of-way.

City Director of Public Works & Utilities Dustin Sailor and Board member Landis clarified with Lehman the size of the sign, its placement and, if necessary, it would need to be removed at the owner's expense.



Myers/Nichols made a motion to approve the installation of a sign in the alley at 118 South Main Street for the Northern Indiana Clay Center with the condition that if it needs to be removed for any reason, it will be done at the owner's expense. The motion passed 4-0.

3) Goshen Historical Society Museum request: Approve the closure of the sidewalk and the three angle parking places in front of the museum, 124 S. Main Street, from Sept. 21 to Oct. 5, 2026, so that Custom Paint and Finish, LLC can paint the building's front façade

Ron Hoke, Executive Director of the Goshen Historical Society, said the museum has a contract with Custom Paint and Finish to paint the front façade of the building, 124 South Main Street. He said the company wants to work between Sept. 21 and October 5, although the work is expected to take a week and a half if there is good weather. To facilitate the work, Hoke requested the closure of three parking spaces in front of the building for the company to park their lift truck and the closure of the sidewalk in front of the museum. He said the closure period would overlap with First Friday, Oct. 2, 2026, but said the sidewalk would be kept clear for that event.

Board member Landis asked if the lift could still be in place for First Friday. Hoke said it could be moved to the parking lot behind the museum. Mayor Leichty recommended adding a provision that the lift be moved if work is not completed by First Friday, Oct. 2. Hoke agreed to that condition.

Myers/Nichols made a motion to approve the closure of three parking spots in front of 124 South Main Street from Sept. 21 to Oct. 5, with the condition that the equipment be moved to the back of the building for First Friday events. The motion passed 4-0.

4) Legal Department request: Approve Resolution 2026-17, Declaring Surplus and Authorizing the Disposal of IT Equipment

Assistant City Attorney Don Shuler told the Board that the City's Technology Department has identified various items of IT equipment that are no longer needed or are unfit for the purposes for which it was intended. The items have been determined to be worthless or to have no market value.

Shuler said Resolution 2026-17 would declare the identified IT equipment to be surplus property and authorize its disposal in accordance with Indiana Code § 5-22-22-8. The property will be demolished or junked, with components recycled where possible.

The following items were identified as surplus equipment:

- 13 Flat Screen Monitors, 1 Keyboard, 4 Mice, 1 set of Speakers, 4 Battery Backups, 1 Foot Pedal for Transcription Device
- Hard Drives: HDD - Seagate - W330EM2T_HDD - Western Digital - WMAYUD410697
- Towers: Custom Build_Custom Build_Custom Build_Custom Build_Lenovo TS130 - Server - 1S110520UMJHXAER, B85M-HD3 - JU052K15001_Custom Build - JU05K15001_Lenovo 20U - MJHXAER
- Laptops: HP Elitebook 810 - 2CE41117FZ_Lenovo Thinkbook - LR-43CX3-11/03_HP Elitebook 840 G1 - USH421ADNC_Dell Latitude 3380 - 4LXDYN2_HP EliteBook 840 - CNU4179SY5

Myers/Nichols made a motion to pass Resolution 2026-17, Declaring Surplus and Authorizing the Disposal of IT Equipment. The motion passed 4-0.

5) Legal Department request: Approve the settlement agreement and release as presented for the pending litigation captioned City of Goshen v. Ramirez, Cause No. 20D05-1604-PL-105, and authorize the Mayor to execute the agreement

Assistant City Attorney Don Shuler told the Board that the City is a party to the pending litigation captioned City of Goshen v. Ramirez, Cause No. 20D05-1604-PL-105, which arises out of the City's acquisition of the property at 922 East Lincoln Avenue and the relocation of the former occupant's business.



Shuler said the City and the former property owner have negotiated terms of a resolution and have submitted for the Board's approval a Settlement Agreement and Release that contains those terms. He requested that the Board approve the Settlement Agreement and Release with Agustin Ramirez and Maria Calderon and authorize Mayor Leichthy to execute the same.

According to the Settlement Agreement and Release:

- The City acquired the real property formerly occupied by the Ramirez business, commonly known as 922 East Lincoln Avenue, Goshen, and Ramirez relocated the business from the property (the "Relocation").
- Disputes arose between the parties concerning the compensation, expenses, and losses claimed by Ramirez in connection with the Relocation ("relocation expenses"), and Ramirez asserted claims against the City in the action captioned City of Goshen, Indiana v. Agustin Ramirez a/k/a Augustin Ramirez a/k/a Augustine Ramirez, and Maria Calderon, Cause No. 20D05-1604-PL-105, pending in Elkhart Superior Court No. 5 (the "Lawsuit").
- The City disputes Ramirez' claims and denies that it owes any additional amount. The parties nonetheless desire to fully and finally resolve the lawsuit and all claims relating to the relocation without further litigation, and solely to compromise disputed claims.

In consideration of the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows, in part:

2. Settlement Payment.

2.1. The City will pay Ramirez the total sum of \$49,798.05 (the "Settlement Payment") in full and final settlement of the claims released in Sections 3 and 4.

2.2. The City will make the Settlement Payment within 45 days after the last to occur of (a) the full execution of this Agreement by all Parties and (b) the filing of the stipulation of dismissal described in Section 5. The Settlement Payment will be made by check payable to the Davis & Roose Trust Account for the benefit of Ramirez and Davis and delivered to Ramirez' counsel.

Myers/Nichols made a motion to approve the Settlement Agreement and Release as presented and authorize the Mayor to execute the Agreement. The motion passed 4-0.

6) Legal Department request: Approve and authorize the Mayor to execute the Service Site Organization Agreement with the Michiana Council of Governments for AmeriCorps at MACOG Program for a total of \$75,000 for the five full-time AmeriCorps volunteers

Assistant City Attorney Don Shuler recommended that the Board approve and authorize the Mayor to execute a Service Site Organization Agreement with Michiana Council of Governments (MACOG) for the AmeriCorps at MACOG Program.

Under this Agreement, Shuler said MACOG will assign five full-time AmeriCorps Volunteers to the City for the 2026-2027 program year. The City will pay MACOG \$15,000 per member service year for each full-time AmeriCorps Volunteer, or a total of \$75,000 for the five full-time AmeriCorps Volunteers.

Board member Landis asked about number of AmeriCorps volunteers the City has had this year.

Theresa Sailor, Grants and Education Manager for the Environmental Resilience Department, said the City had five full-time members last year and was also provided without charge one member. She said also during the summer, MACOG gave the City four additional 300-hour members who worked in the summer for free. She added that their service has been "invaluable."

Councilor Linda Gerber asked the value of their time if the members were hired as entry-level employees, versus the \$75,000 total cost to the City for five AmeriCorps members.

Sailor said each member provides 1,700 hours in a year instead of the 2,080 that a normal employee would provide. "We have folks that are out of high school, and also college graduates, so there is a mix of types of skills they bring.



"This year, we have three college grads that are providing professional services and we have one recent high school graduate and another young adult who graduated three years ago from high school and is actually a returning member, so he already has some skills from last year," Theresa Sailor said. "So, they would be getting paid in the market, anywhere from \$30,000 to \$55,000 a year, plus benefits."

Myers/Nichols made a motion to approve and authorize the Mayor to execute the Service Site Organization Agreement with the Michiana Council of Governments for the AmeriCorps at MACOG Program. The motion passed 4-0.

7) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during the CCMG application

City Director of Public Works & Utilities Dustin Sailor said he City of Goshen is preparing to apply for the Community Crossings Matching Grant (CCMG) Fund through the Indiana Department of Transportation in which the City can be awarded up to \$1,000,000.

Sailor said to be eligible for the CCMG application, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted with the application, stating that Goshen will meet the financial match requested in the amount of \$1,000,000.

Myers/Nichols made a motion to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during the CCMG application. The motion passed 4-0.

8) Engineering Department REVISED request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Sept. 12 until Sept.14, 2026

City Engineering Project Manager Andrew Lund said NIPSCO Gas is continuing to work on a major utility relocation and has asked the City to close College Avenue to through traffic, from Lincolnway East / US 33 east to Century Drive, on Saturday, Sept. 12 until Monday, Sept.14, 2026. There will be a full road closure just west of the drive for 2132 – 2138 College Avenue.

Lund said NIPSCO Gas is requesting this closure to relocate a gas main crossing under College Avenue, as part of the College Avenue, Phase I roadway reconstruction project.

Lund said the traffic control plan is attached, which is revised from the original plan presented in the Board's agenda packet. The contractor intends to complete all work and plate their excavation to be able to re-open the roadway to traffic on Sunday evening. If the closure does extend into Monday, Lund said City staff recommend that turn lanes on US 33 and the approach lane on College Avenue be closed.

NOTE: This request was revised from the request included in the Board's agenda packet. Before the meeting, City Engineering Project Manager Andrew Lund, provided Board members with a one-page memorandum, dated Sept. 10, 2026, and four pages of maps and photographs of plans for the closure (EXHIBIT #1).

Myers/Nichols made a motion to approve the closure of College Avenue from Lincolnway East / US 33 east to Century Drive from Saturday, Sept. 12, until Monday, Sept. 14, 2026. The motion passed 4-0.

9) Engineering Department request: Approve a lane closure using temporary traffic signals on College Avenue east of the bridge over Horn Ditch from Sept. 21, 2026 through Oct. 2, 2026

City Engineering Project Manager Andrew Lund said NIPSCO Gas requested a lane closure using temporary traffic signals to maintain two-way access on College Avenue east of the bridge over Horn Ditch from Monday, Sept. 21, 2026 through Friday, Oct. 2, 2026. He said the closure will be 24/7 during this period and temporary signals will be used.



Lund said the operation of the signals will be verified by the City's resident project representative at the initial setup. A copy of the traffic control plan was attached to the printed request to the Board.

NOTE: Before the meeting, City Engineering Project Manager Andrew Lund, provided Board members with a one-page memorandum, dated Sept. 10, 2026, and three pages of maps and photographs of plans for the lane closure for this added agenda item (EXHIBIT #2).

Myers/Nichols made a motion to approve a lane closure using temporary traffic signals on College Avenue, east of the bridge over Horn Ditch, from Sept. 21, 2026 through Oct. 2, 2026. The motion passed 4-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Custom Paint and Finish LLC for painting of the 2nd floor of the Utilities Billing Office, 203 South 5th Street

Christina Bonham, a Paralegal for the City Legal Department, recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Custom Paint and Finish LLC for the painting of the second floor of the Utilities Billing Office, 203 South 5th Street.

Bonham said the total cost for painting will be \$9,500.

NOTE: Before the meeting, Legal Department Paralegal Christina Bonham emailed to Board members a one-page memorandum, dated Sept. 10, 2026, an eight-page agreement with Custom Paint and Finish LLC and two pages of exhibits for this added agenda item.

Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute an agreement with Custom Paint and Finish LLC for painting of the second floor of the Utilities Billing Office, 203 South 5th Street. The motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Leichty opened Privilege of the Floor at 4:20 p.m.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department, appeared before the Board on Sept. 3 and secured approval to temporarily close South 8th Street, between Plymouth Avenue and Jackson Street, from Sept. 8, 2026, through Sept. 11, 2026, for the installation of a sanitary sewer service connection at 911 South 8th Street. Shepherd informed the Board at the meeting that 8th Street was closed on Sept. 3, after Labor Day, but work was delayed because of rain. So, Shepherd said 8th Street would remain closed until Sept. 14, 2026. The Mayor thanked Shepherd for the update.

At 4:20 p.m., Mayor Leichty closed the public comment period.

Approval of Civil City and Utility Claims

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion. The motion passed 4-0.

Adjournment

Mayor Leichty then adjourned the meeting at 4:20 p.m.



EXHIBIT #1: Before the meeting, City Engineering Project Manager Andrew Lund, provided Board members with a one-page memorandum, dated Sept. 10, 2026, and 4 four pages of maps and photographs of plans for a road closure for revised agenda item #8, Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Sept. 12 until Sept. 14, 2026.

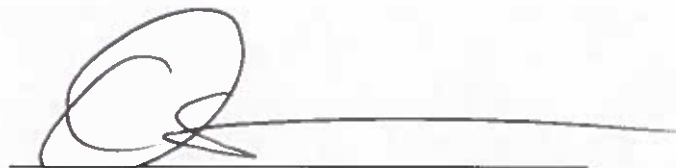
EXHIBIT #2: Before the meeting, City Engineering Project Manager Andrew Lund, provided Board members with a one-page memorandum, dated Sept. 10, 2026, and three pages of maps and photographs of plans for the lane closure for added agenda item #9, Engineering Department request: Approve a lane closure using temporary traffic signals on College Avenue east of the bridge over Horn Ditch from Sept. 21, 2026 through Oct. 2, 2026.

EXHIBIT #3: Before the meeting, Legal Department Paralegal Christina Bonham emailed to Board members a one-page memorandum, dated Sept. 10, 2026, an eight-page agreement with Custom Paint and Linish LLC and two pages of exhibits for added agenda item #10, Legal Department request: Approve and authorize Mayor Leichty to execute an agreement with Custom Paint and Finish LLC for painting of the 2nd floor of the Utilities Billing Office, 203 South 5th Street.

APPROVED:


Mayor Gina Leichty


Mike Landis, Member


Orv Myers, Member



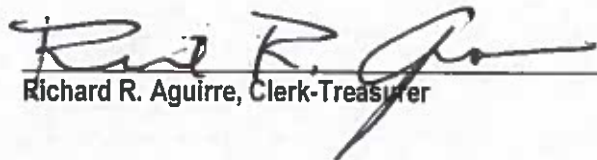


Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

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

Exhibit #1

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – ROAD CLOSURE FOR NIPSCO GAS
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)**

DATE: September 10, 2026

NIPSCO Gas has requested to close College Avenue to through traffic from Lincolnway East / US 33 east to Century Drive on Saturday, September 12 until Monday, September 14, 2026. There will be a full road closure just west of the drive for 2132 – 2138 College Avenue.

NIPSCO Gas is requesting this closure in order to relocate a gas main crossing under College Avenue, as part of the College Avenue, Phase I roadway reconstruction project. The traffic control plan is attached, which is revised from the original plan presented in the BOW agenda. Their contractor intends to complete all work and plate their excavation to be able to re-open the roadway to traffic on Sunday evening. If the closure does extend into Monday, City staff recommend that turn lanes on US 33 and the approach lane on College Avenue are closed.

Requested motion: Move to approve the closure of College Avenue from Lincolnway East / US 33 east to Century Drive from Saturday, September 12, until Monday, September 14, 2026.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

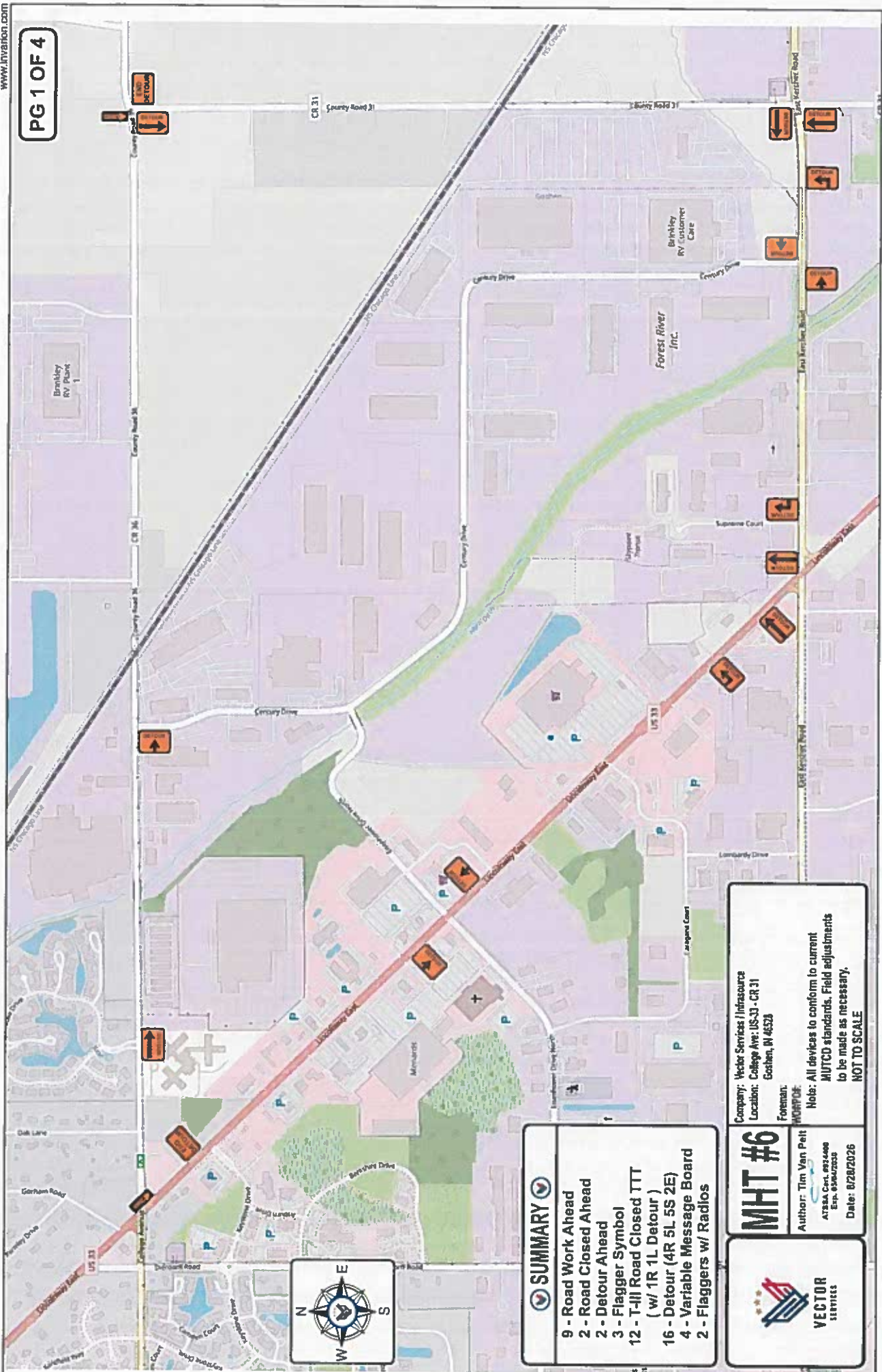
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



SUMMARY

- 9 - Road Work Ahead
- 2 - Road Closed Ahead
- 2 - Detour Ahead
- 3 - Flagger Symbol
- 12 - T-III Road Closed TTT (w/ 1R 1L Detour)
- 16 - Detour (4R 5L 5S 2E)
- 4 - Variable Message Board
- 2 - Flaggers w/ Radios

MHT #6

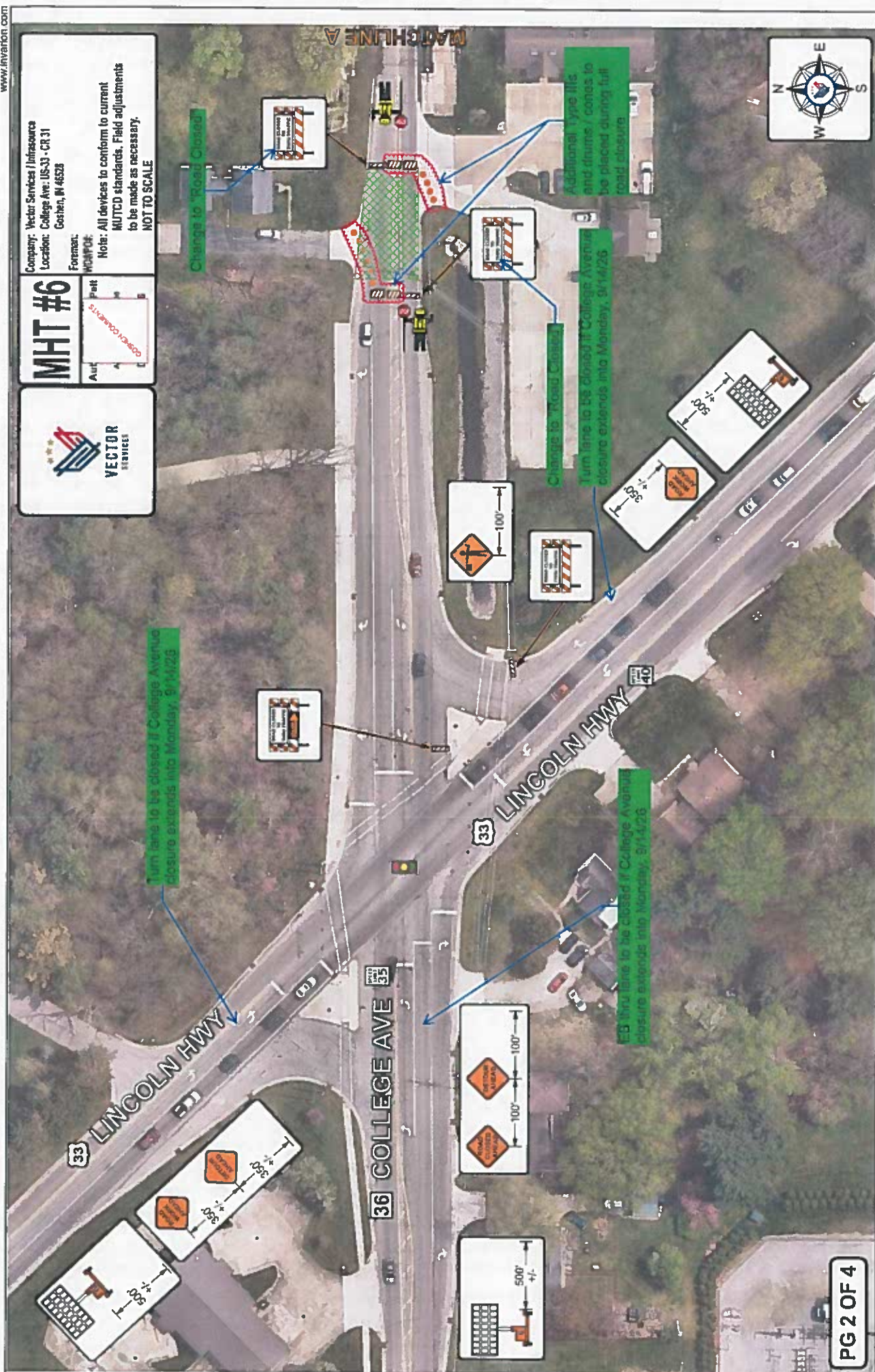
Author: Tim Van Pelt
AT&T Cert. 092400
Exp. 09/2026
Date: 8/28/2026

Company: Vector Services / Infrastructure
Location: College Ave: US-33 - CR 31
Goshen, IN 46526

Foreman:

Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary.
NOT TO SCALE





	MHT #6	Company: Vector Services / Infrastura Location: College Ave: US-33 - CR 31 City: Coshen, IN 46028
	Author: Tim Van Pelt AT&T: 800-440-4400 Cell: 317-400-0000 Date: 8/28/2026	Foreman: MDR/POB Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary. NOT TO SCALE





VECTOR
SERVICES

MHT #6

Company: Vector Services / Infrastructure
Location: College Ave: US-33 - CR 31
Coshen, IN 46028

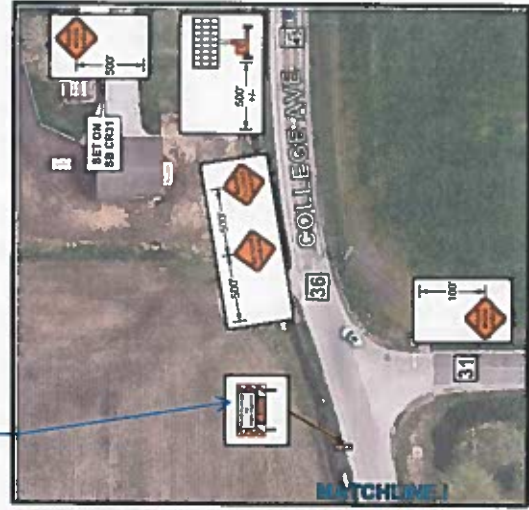
Foreman: WDA/PDF
Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary.
NOT TO SCALE

As of 10/26/2023

Per 10/26/2023



Move Type III barrier west to that lanes ending NB to WB has a place to stage while waiting for a gap





**Engineering Department
CITY OF GOSHEN**

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Exhibit #2

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – LANE CLOSURES FOR NIPSCO GAS
UTILITY RELOCATION**
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)

DATE: September 10, 2026

NIPSCO Gas is requesting a lane closure using temporary traffic signals to maintain two-way access on College Avenue east of the bridge over Horn Ditch from September 21, 2026 through October 2, 2026.

The operation of the signals will be verified by the City's resident project representative at the initial setup. A copy of the traffic control plan is attached.

Requested motion: Move to approve lane closure using temporary traffic signals on College Avenue east of the bridge over Horn Ditch from September 21, 2026 through October 2, 2026.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Barb Swartley, Member

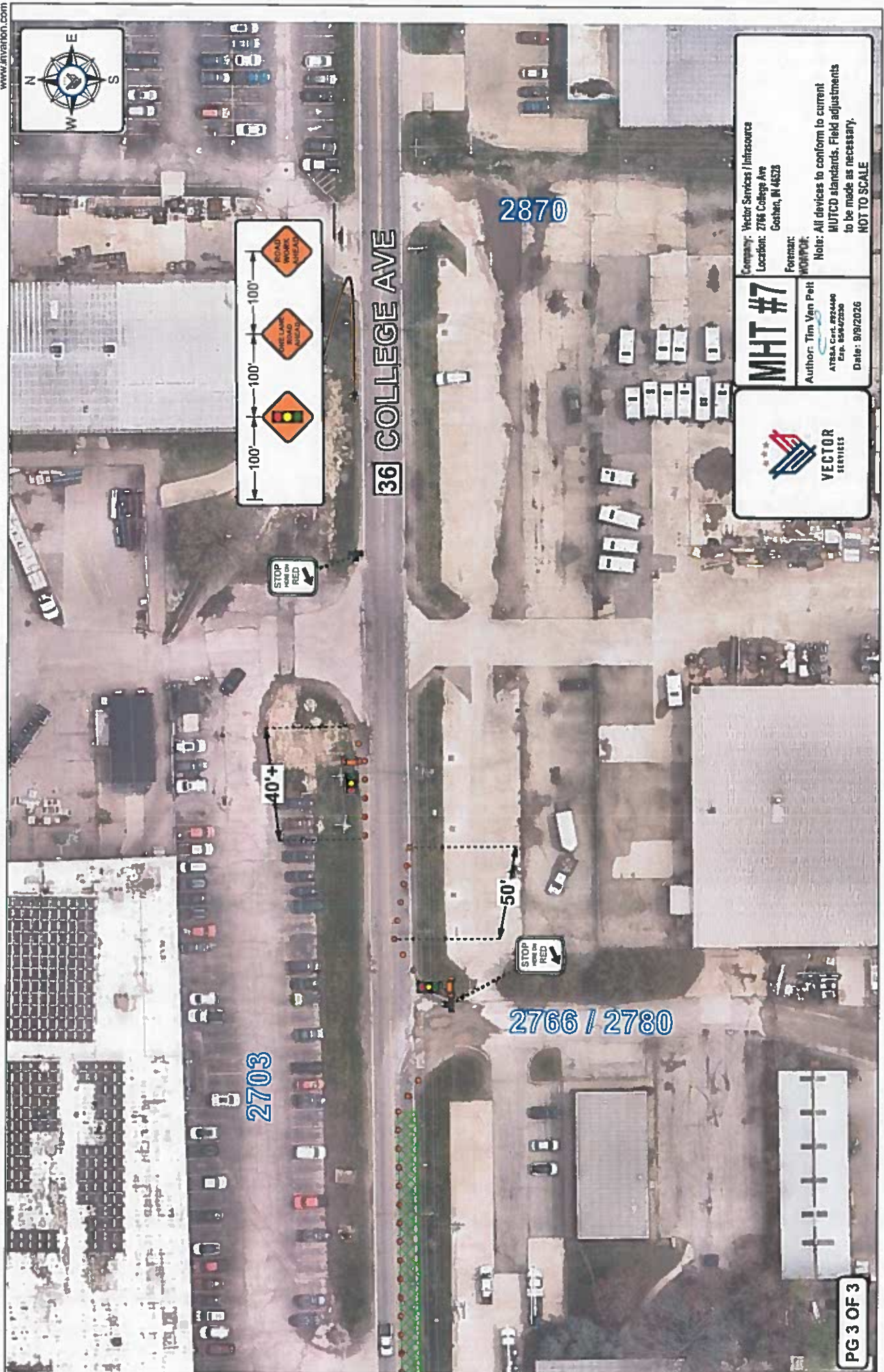
Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

	MHT #7 Author: Tim Van Pelt ATSSA Cert. #32446 Exp. 8/24/2020 Date: 9/9/2026	Company: Vector Services / Infrasource Location: 2706 College Ave Goshen, IN 46526 Forecast: WOPR06: Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary. NOT TO SCALE	LEGEND  WORK AREA  VP / DRUM (W/ LIGHTS)  TEMP SIGNAL	SUMMARY 2 - Road Work Ahead 2 - One Lane Road Ahead 2 - Signal Ahead 6 - Stop Here On Red 40 - VPs / Drums w/ Lights 6 - Temp Traffic Signal
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 VECTOR SERVICES	MHT #7	Company: Vector Services / Infrastructure Location: 2766 College Ave Goshen, IN 46526 Foreman: MONROE
	Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary. NOT TO SCALE	

Exhibit #3



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

September 10, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Custom Paint and Finish LLC for the Painting of the 2nd Floor of Utilities Billing Office

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Custom Paint and Finish LLC for the painting of the 2nd floor of the Utilities Billing Office located at 203 S. 5th Street.

The total cost for painting will be Nine Thousand Five Hundred Dollars (\$9,500).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Custom Paint and Finish LLC for painting of the 2nd floor of the Utilities Billing Office located at 203 S. 5th Street.

AGREEMENT WITH CUSTOM PAINT AND FINISH LLC FOR PAINTING OF 2ND FLOOR OF UTILITIES BUILDING OFFICE

THIS AGREEMENT is entered into on _____, 2026, which is the date of the last signature set forth on the signature page, by and between **Custom Paint and Finish LLC** ("Contractor"), whose mailing address is 831 Ridgeview Dr., Goshen, IN 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) City of Goshen Painting Specifications, and attached to this Agreement as Exhibit A.
 - (2) Contractor's Proposal #1542 dated July 25, 2026, and attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) City of Goshen Painting Specifications, and attached to this Agreement as Exhibit A; and
 - (3) Contractor's Proposal #1542 dated July 25, 2026, and attached to this Agreement as Exhibit B.

Section 2. Scope of Services

Contractor shall provide City the services for the painting of the 2nd floor of the Utilities Billing Office located at 203 S. 5th Street, which services are more particularly described in Contractor's July 25, 2026, proposal attached as Exhibit B (hereinafter referred to as "Duties"). In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit B, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Section 4. Compensation

City agrees to compensate Contractor the sum of Nine Thousand Five Hundred Dollars (\$9,500) for performing all Duties.

Section 5. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Parks and Recreation Department
410 W. Plymouth Ave.
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action,

judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party

whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 17. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: Custom Paint and Finish LLC
831 Ridgeview Drive
Goshen, IN 46526

Section 18. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 20. Waiver of Rights

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 21. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 24. Binding Effect

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 25. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 26. Authority to Execute; Counterparts and Electronic Signatures.

- (A) The undersigned affirm that all steps have been taken to authorize execution of this Agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement
- (B) This Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if the parties hereto had signed the same signature page. An electronic copy of any party's signature shall be deemed as legally binding as the original signatures.

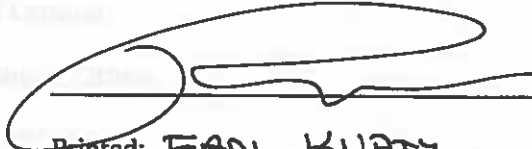
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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

Custom Paint and Finish LLC

Gina M. Leichty, Mayor

Date Signed: _____



Printed: EADI KUPPY

Title: OWNER

Date Signed: 09-09-2026

Additional Notes:

- The contractor shall provide all materials and labor for the removal of the old paint and the application of the new paint.
- The contractor shall be responsible for the removal of the old paint and the application of the new paint.
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This contract and its terms shall be governed by the laws of the State of Indiana.

EXHIBIT B

ESTIMATE

Custom Paint and Finish LLC
831 Ridgeview Dr
Goshen, IN 46526

custompaintandfinish@gmail.com
+1 (574) 370-2648



Bill to
Jeff Halsey
Goshen City
202 S 5th Street
Goshen, Indiana 46528

Ship to
Jeff Halsey
Goshen City
202 S 5th Street
Goshen, Indiana 46528

Estimate details

Estimate no.: 1542
Estimate date: 07/25/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Painting	Prep and repaint walls, doors, and trim through out stairs and upstairs area. Some walls require Pro block primer and ceiling has some yellowing that will need primed.	1	\$8,500.00	\$8,500.00
2.	Drywall	Minor repair cracked areas and loose tape	1	\$1,000.00	\$1,000.00
3.		Utilities Billing Office (124 E. Washington Street Goshen, Indiana)			
4.		Emerald paint for walls, Premium ceiling paint for ceilings, Emerald trim paint for trim. and a gallon of each left on job site.			
Total					\$9,500.00

Accepted date

Accepted by