



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE OCTOBER 30, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: None

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 Oct. 9, 2025 and Oct. 16, 2025 meetings as prepared by Clerk-Treasurer Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the suggested addition of agenda item #10, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse.* Board member Myers made a motion to approve the amended agenda as proposed. Board member Nichols seconded the motion. The motion passed 5-0.

1) Bid opportunities: Open bids received from contractors for the Downtown Vault Closure Program, read the "Total (Estimated) Project Cost" amount and refer the bids to the City Engineering Department. On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Downtown Vault Closure Program. All sealed bids were due by 3:45 p.m. on Oct. 30, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are any additional bids to be submitted to the Board. There were not. The Mayor then announced that the following bid was received: Yaw Construction, Inc., Goshen, IN: \$274,500

Myers/Nichols made a motion to forward the bid to the City Engineering Department for review. The motion passed 5-0.

2) Downtown Goshen, Inc. request: Approve the updated request and map for the Nov. 7 Light Parade. Amanda Rose, the director of Downtown Goshen First Fridays, requested the approval of changes and street closures for the annual downtown Light Parade on Nov. 7, 2025.

Rose asked for the closure of East Washington Street, from 5th to Main streets, from 2 to 10 p.m. with no parking to allow for food trucks and vendors. She also asked for: no parking in half of the parking lot behind 130 N Main for parade staging from 3 p.m. to 9 p.m.; no parking in the parking lot behind 215 East Lincoln Street for parade staging from 3 p.m. to 9 p.m.; the closure of 5th Street, from Clinton to Lincoln streets for parade staging from 3:30 p.m. to 6:45 p.m.

In a memorandum to the Board, Rose wrote that the parade will start at 6:45 p.m. at the corner of 5th and Clinton streets, head West on Clinton to Main Street; proceed south on Main Street to Jefferson Street, head east on Jefferson Street, and north on 5th street back to the staging area. Rose requested no parking along the parade route from 5 to 9 p.m. She said the streets will reopen immediately following the parade with the assistance of the Police Department, Fire Department, and Street Department. Rose also said businesses affected by the closures have been informed. She also requested street barricades from the Street Department.

In response to a question from the Mayor, Rose said there were 32 entries for the parade.

Myers/Nichols made a motion to approve the updated requests for the Light Parade. The motion passed 5-0.



3) Cornerstone Financial Solutions request: For the replacement of awnings and to complete painting at 102-104 Main Street, approve the closure of portions of the downtown sidewalks

Amy Frankenberger, CPA, the owner of Cornerstone Financial Solutions LLC, asked the Board for permission to close the sidewalks in front of her business at 102/104 South Main Street, to complete some work, including pressure washing and repainting.

In a written request to the Board, Frankenberger indicated that the building is owned by the Laura Kindig Seminary Trust (Tom Leatherman, trustee) and the costs will be split between the Trust and Cornerstone.

Frankenberger wrote that she would be repainting the red brick building back to the same color, repainting the white trim back to white around all the windows, changing the awning to just cover the entrance at 104 South Main Street (the primary entrance) and painting the decorative trim around the front doors at 102 and 104 back to a solid black color. The steps and railings will also be painted black. Frankenberger attached sketches of the project.

Frankenberger said the current awning over 102/104 was being removed the week of Oct. 27, 2025, and the painting would be started after the sidewalk closure was approved.

To complete the work, Frankenberger requested the closure of the sidewalks adjacent to her building on both Main and Lincoln streets. She assured the Mayor the work would not interrupt First Friday activities on Nov. 7.

City Civil Engineer Brad Minnick said he discussed the work schedule with Frankenberger and appreciated her cooperation in not interfering with First Friday activities. He also said it would be best if the scaffolding on the sidewalk could be removed every night for safety reasons. Frankenberger said that would be done.

Frankenberger said she hoped the City would provide the barricades. City Street Commissioner David Gibbs said because of ongoing work through mid-November, he didn't believe the City could provide the barricades. He said they could be rented.

Mayor Leichty said the Board could approve the request on the condition that Frankenberger rent barricades.

Frankenberger said she would have to look into that because she assumed the City would provide barricades.

After Board discussion about the barricade needs and the work timeline, Board member Myers made a motion to approve the sidewalk closure on the condition that the applicant get barricades to secure the area.

Board member Nichols seconded the motion. The motion passed 5-0.

4) Dyksen & Sons Builders request: Approve the partial closure of City Parking Lot Q for two months for work on the adjacent Democrat Building

Bruce Dyksen, president and owner of Dyksen & Sons Builders, requested the partial closure of City Parking Lot Q to work on the north side of the adjacent Democrat Building.

In a letter to the Board, Dyksen wrote that he needed spaces blocked off for brick repair work due to installing a new window and installing new brick veneer. He also asked for approval to place a dumpster at the rear of the parking lot, closest to the alley. Dyksen wrote that he has been advised how to place the dumpster correctly so as not to damage the new parking lot surface and requested the closure from Nov. 17, 2025 to Jan. 31, 2026.

Dyksen added that he anticipated working on this side of the building for two to three months, depending on weather. He also requested the use of City barricades to block off the spaces on the south side of the lot.

City Civil Engineer Brad Minnick said he discussed the project with Dyksen and to protect the surface of the new parking lot, the City supported the placement of a dumpster in right of way on Main Street. Street in front of the Democrat Building. As a safety precaution, he said the two corners of the dumpster closest to the travel lane on Main Street will need to be delineated by lighted or reflective material to identify the dumpster. He said the dumpster, which would need to be placed on wood blocking or sheeting to protect the street surface, cannot interfere with vehicular traffic and would need to be removed if it became a traffic or safety hazard. And Minnick said the waste hauler will need to provide proof of insurance to the City.

Dyksen said he agreed with all of those conditions.



Asked about the use of City barricades, Street Commissioner David Gibbs said they should be available. Myers/Nichols made a motion to approve placement of dumpster on Main Street, adjacent to the Democrat Building and City Parking Lot Q, on the conditions the applicant use appropriate safety devices and implement the recommended measures to protect the street surface. The motion passed 5-0.

5) Legal Department request: Approve Resolution 2025-28, *Approving New City of Goshen Fire Department Policy*, effective upon passage

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Fire Department Policies developed in coordination with Lexipol, LLC. He said the Fire Department and Lexipol, LLC staff have identified a certain additional new policy deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2025-28 was the new policy. If the Board approves Resolution 2025-28, the policy will be inserted into the City Policy Manual in final form.

The new policy deals with the City's new Mobile Integrated Health Community Paramedic Program.

Myers/Nichols made a motion to approve Resolution 2025-28, *Approving New City of Goshen Fire Department Policy*, effective upon passage. The motion passed 5-0.

6) Legal Department request: Approve Resolution 2025-29, *Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies*, effective Nov. 6, 2025

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. He said the Police Department and Lexipol, LLC staff have identified certain revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2025-29 were redlined existing policies to show the revisions suggested. He said if the Board approves Resolution 2025-29, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

Resolution 2025-29 would amend the following policies and repeal the previous versions of the policies:

- 314 – Child Abuse
- 335 – Off-Duty Law Enforcement Actions
- 410 – Emergency Detentions
- 414 – Immigration Violations
- 422 – Mobile Audio/Video
- 430 – Civil Disputes
- 501 – Traffic Accidents
- 602 – Asset Forfeiture
- 604 – Brady/Giglio Information
- 801 – Records Section
- 1000 – Recruitment and Selection

Goshen Councilor At-Large Linda Gerber thanked Board members for their service and their thoughtfulness in making decisions every week. She then objected to one of the proposed policy updates "414 – Immigration Violations" – by stating the following:

"While I understand that you're being asked to pass required updates, as an elected official, I want to share my concerns about the language being added as a result of Public Law 121, which is legislation that was passed by the state this last spring, with the support of our local state representatives.

Councilor Gerber continued, "This law does not reflect what is just or what is good policy for Goshen. Members of the immigrant community, our Mayor's office, local businesses, and other stakeholders tried to make their voices heard to lawmakers, but the law was passed without real consideration of their input.



"The state-mandated legislation creates uncertainty and insecurity. It's very difficult to administer, and it runs counter to the values that define our community. So, while we will comply with the law, I want to be clear, it does not reflect the spirit or priorities of Goshen. We can follow the law and still stand firmly for justice, compassion, and a community where everyone belongs.

Councillor Gerber concluded, "I want to thank Mayor Leichty, Police Chief Miller, and City Attorney Stegelmann for taking the time to meet with me and discuss this issue thoughtfully. I deeply appreciate your willingness to listen and your ongoing commitment to serving our community with care."

The Mayor thanked Councillor Gerber. There were no further comments from the public or the Board.

Myers/Nichols made a motion to approve Resolution 2025-29, *Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies*, effective Nov. 6, 2025. The motion passed 5-0.

7) Legal Department request: Approve Resolution 2025-30, *Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy*, effective Nov. 6, 2025

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. He said the Police Department and Lexipol, LLC staff have identified certain revisions to existing policies deemed appropriate due to legislative or other changes.

Attached to Resolution 2025-30 was the revised Policy 307 – Vehicle Pursuits. He said If the Board approved Resolution 2025-30, the revised Policy 307 – Vehicle Pursuits would be inserted into the Policy Manual, replacing the current Vehicle Pursuits policy. Stegelmann said this policy was being presented and considered separately was because there were substantial changes made to the policy.

Myers/Nichols made a motion to approve Resolution 2025-30, *Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy*, effective Nov. 6, 2025. The motion passed 5-0.

8) Legal Department request: Accept the easement for Goshen City utility purposes at 64205 CR 31 from Wesley Nisley and Rhonda Hershberger and authorize the Mayor to execute the acceptance

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board accept the attached Easement from Wesley Nisley and Rhonda Hershberger and authorize the Mayor to execute the acceptance. This easement is for Goshen City utility purposes at 64205 County Road 31, in Goshen. Myers/Nichols made a motion to accept the Easement for Goshen City utility purposes at 64205 CR 31 from Wesley Nisley and Rhonda Hershberger, and authorize the Mayor to execute the Acceptance The motion passed 5-0.

9) Legal Department request: Approve and authorize Fred Schafer, Technology Coordinator, to execute five renewal/upgrade Comcast contracts

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Fred Schafer, City Technology Coordinator, to execute five (5) renewal/upgrade Comcast contracts for the following locations: 111 E Jefferson St.; 1424 Lincolnway E.; 1728 Reliance Rd.; 209 N. 3rd St.; and 201 S. 22nd St.

Stegelmann said these renewal/upgrade contracts extend the current Comcast contracts for the above-referenced locations by 24 months and provide higher speeds at lower prices.

Myers/Nichols made a motion to approve and authorize Fred Schafer, City Technology Coordinator, to execute five renewal/upgrade Comcast contracts. The motion passed 5-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in exhibits attached to the agreement



City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historic County Courthouse, which is more particularly described in attached Exhibit A – Revised Contractor's Estimate No. 1363 dated 10-22-2025, Exhibit B – Map with marked work areas and Exhibit C – Painting specifications.

Stegelmann said the total cost for painting the marked areas will be \$17,275. The contractor shall complete all duties by Dec. 1, 2025

Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Oct. 30, 2025, requesting approval of the agreement, the seven-page agreement and four pages of exhibits (EXHIBIT #1).

Myers/Nichols made a motion to approve the agreement. The motion passed 5-0.

11) Engineering Department request: Approve the agreement with the Michiana Area Council of Governments (MACOG) for \$2,000 for annual traffic counts

City Civil Engineer Brad Minnick said attached to the Board's agenda packet was an annual agreement with the Michiana Area Council of Governments (MACOG) to supply the City of Goshen with Traffic Counts at locations listed in the agreement.

Minnick said MACOG will also complete two intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. He said the Engineering Department is still determining which intersections will be evaluated. The Agreement is in the amount of \$2,000.

Myers/Nichols made a motion to approve the agreement with MACOG for \$2,000 for annual traffic counts. The motion passed 5-0.

12) Stormwater Management Department request: Accept the post-construction stormwater management plan for Northern Indiana Public Service Company Elkhart River Substation as it has been found to meet the requirements of City Ordinance 5228

City Director of Public Works & Utilities Dustin Sailor said the developer of the Northern Indiana Public Service Company Elkhart River Substation, affecting one (1) or more acres of land and located at 1915 Hemlock Court, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

Sailor said the Stormwater Management Department was requesting that the Board's acceptance of the post-construction stormwater management plan. This post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. Thus, he said the signatory pages are still in the previous format.

Myers/Nichols made a motion to accept the post-construction stormwater management plan for the Northern Indiana Public Service Company Elkhart River Substation as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:27 p.m. There were no comments.



APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichthy made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Myers seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichthy adjourned the meeting at 4:28 p.m.

EXHIBIT #1: Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Oct. 30, 2025, requesting approval of the agreement, the seven-page agreement and four pages of exhibits for added agenda item #10, Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in exhibits attached to the agreement.

APPROVED:

Mayor Gina Leichthy

Michael A. Landis
Mike Landis, Member

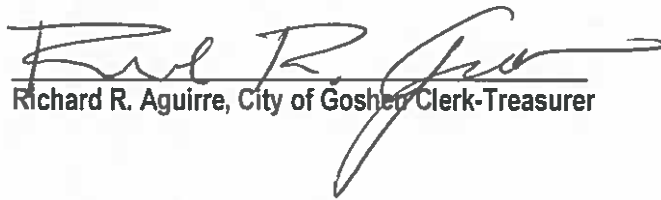
Orv Myers
Orv Myers, Member

Mary Nichols
Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, City of Goshen Clerk-Treasurer

Exhibit #1



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

October 30, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Custom Paint and Finish LLC for Painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in attached Exhibit A – Revised Contractor's Estimate No. 1363 dated 10-22-2025, Exhibit B – Map with marked work areas and Exhibit C – Painting specifications.

The total cost for painting the marked areas will be Seventeen Thousand Two Hundred Seventy-Five Dollars (\$17,275.). Contractor shall complete all Duties by December 1, 2025.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in Exhibits attached to the Agreement.

AGREEMENT WITH CUSTOM PAINT AND FINISH LLC

FOR PAINTING OF GOSHEN CITY COURT & CLERK'S OFFICE

THIS AGREEMENT is entered into on _____, 2025, 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 Drive, Goshen, Indiana 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

This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) Revised Contractor's Estimate No. 1363 dated 10-22-2025 attached to this Agreement as Exhibit A;
- (2) Map with marked work areas attached to this Agreement as Exhibit B; and
- (3) Painting specifications attached to this Agreement as Exhibit C.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Agreement, and Amendments; and
- (2) Contractor's Revised Estimate and marked map as described above as attached Exhibits A and B.

Section 2. Scope of Services

Contractor shall provide City the services for the painting of sections of Goshen City Court and Clerk's Offices in the Historical County Courthouse located at 101 N. Main St., Goshen, IN 46528, which services are more particularly described in Contractor's Revised Estimate No. 1363 dated 10-22-2025 attached as Exhibit A (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the estimate attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

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.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City. Contractor shall complete all Duties by December 1, 2025 unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

Section 4. Compensation

City agrees to compensate Contractor the sum of Seventeen Thousand Two Hundred Seventy-Five Dollars (\$17,275.) for performing all Duties.

Section 5. Payment

City shall pay Contractor for Duties satisfactorily completed under this agreement.

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 Department
Attn: Jeff Halsey
524 E Jackson
Goshen, IN 46526
Email is also acceptable at jeffhalsey@goshencity.com

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.

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. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. 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 8. Independent Contractor

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.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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 9. 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 10. Employment Eligibility Verification

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.

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.

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.

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 11. 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 12. 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 13. 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 14. Force Majeure

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.

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

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

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.

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

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.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 Finnish LLC
Attention: Fadi Kupty
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

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.

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

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.

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.

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

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.

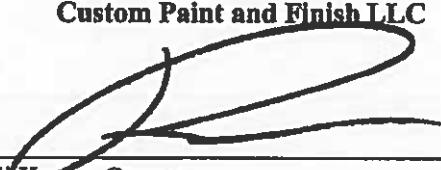
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

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

Gina M. Leichty, Mayor

Date Signed: _____

Custom Paint and Finish LLC



Fadi Kaptay, Owner

Date Signed: 10-29-2025

ESTIMATE

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

custompaintandfinish@gmail.com
+1 (574) 370-2646

EXHIBIT A



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.: 1363

Estimate date: 10/22/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Painting	Prep (fix minor gauges and dings), spot prime, and repaint select walls throughout building plus select trim and ceilings	1	\$8,950.00	\$8,950.00
2.	Painting	Prime and paint new drywall	1	\$1,500.00	\$1,500.00
3.	Painting	Paint wood doors on one side and frame on one side	2	\$160.00	\$320.00
4.	Painting	Optional: Prime and paint metal bench	1	\$1,000.00	\$1,000.00
5.	Painting	Optional: Prep, spot prime, and paint walls and ceiling in file room	1	\$2,250.00	\$2,250.00
6.	Painting	Optional: Prep and paint jambs in hallway	3	\$85.00	\$255.00
7.	Painting	Optional: Prep and paint clerks ceiling	1	\$4,000.00	\$4,000.00
8.		Job: Goshen City Court and Clerks Office			
9.		Paint: Emerald paint on walls and premium ceiling paint on ceilings			
10.		We will leave a gallon of finish for each product/color used			

Total

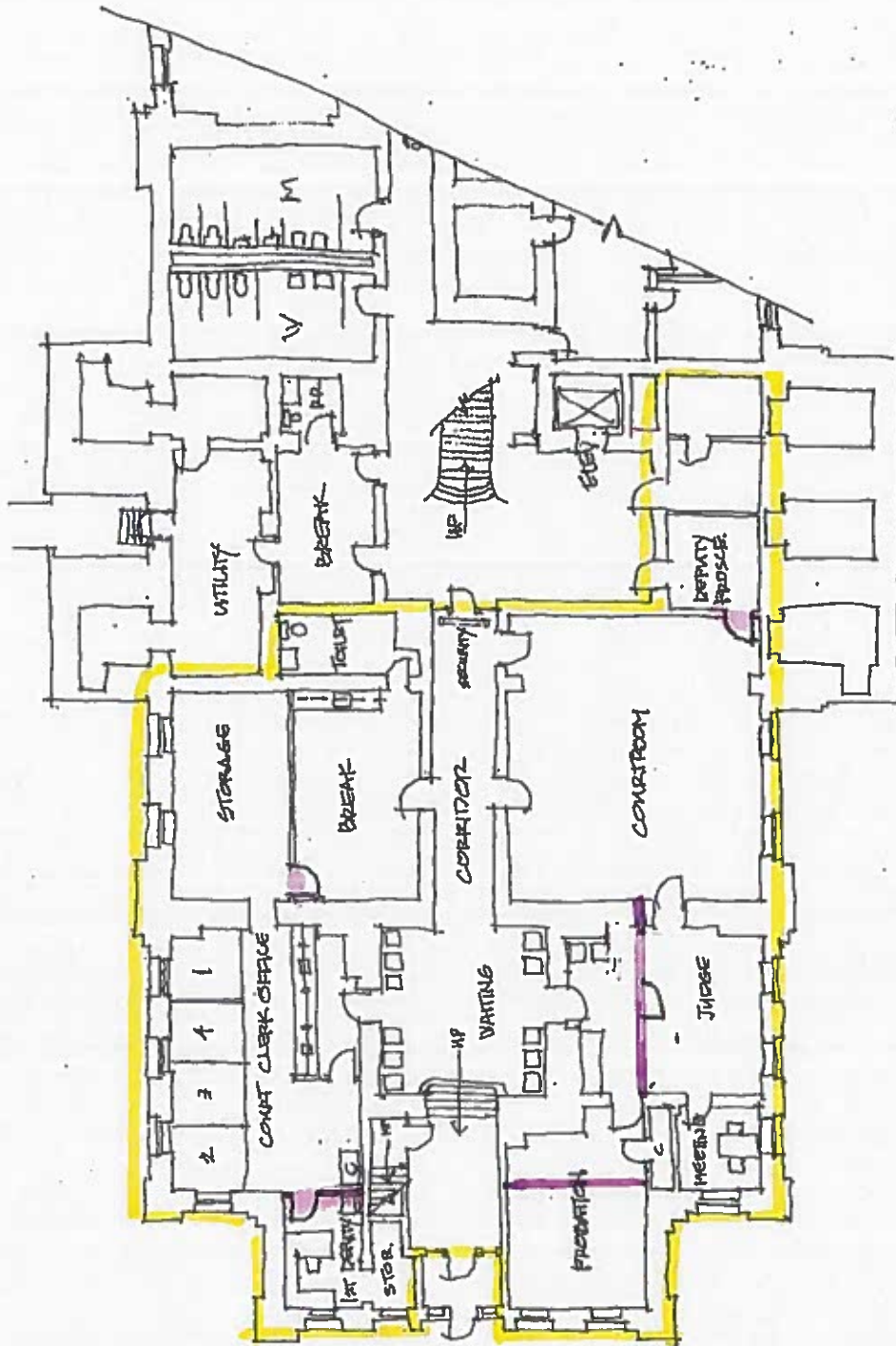
~~sen~~
~~\$18,275.00~~
17,225.00

Accepted date

Accepted by

Approved
gnd
10/27/25
per approval of BOW

EXHIBIT B



- GOSHEN CITY COURT & CLERK'S OFFICES - OPTION D:
 ELKHART COUNTY COURTHOUSE LOWER LEVEL - 3/24/25 - CHAPEL DESIGN
 3/22/25 - 11-0

— New walls & Doors
 — Count/Clerk's Area

EXHIBIT C

Painting Quote

City of Goshen

Goshen City Court & Clerk's Offices

101 N. Main Street

Goshen, IN. 46528

Painting specs

- Fill all nail holes, caulk, sand as needed, spot prime if required, remove all switch plates and electrical covers and clean any areas that will require masking tape
- Cover all needed areas with plastic and drop cloths
- Apply 2 coats of Sherwin-Williams Emerald paint to the walls and Premium ceiling paint on the ceilings (excluding drop ceiling tiles)
- Trim that requires paint will be covered with 2 coats of Sherwin-Williams Emerald trim paint
- Clean and dispose of all materials used on the job
- Reinstall switch plates and electrical covers
- Provide 1 gallon of each type of paint used for touchup

Paint colors and sheen will be provided by the City of Goshen when the quote is accepted. Please contact Jeff Halsey via email jeffhalsey@goshencity.com or cell (574)206-3111 to schedule a job site visit. Please see the attached layout of the area to be painted highlighted in yellow. Please list and estimated completion date once the quote is awarded. We are looking at a completion date of December 1st.

Quotes are due October 22nd 2025 by 3pm