



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE OCTOBER 9, 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 Sept. 4, Sept. 11, Sept. 18 and Sept. 25, 2025 meetings as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve all of the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the following changes: Add four agenda items, **Legal Department** - Approve and authorize the Mayor to execute an agreement with Barden Heating & Cooling, LLC to allow the City to install a new Mini Split Unit at the Environmental Center; **Legal Department** - Approve and authorize the Mayor Leichty to execute an agreement with Buckeye Power Sales Co., Inc. to allow the City to enter into a one-year planned maintenance agreement for a Water & Sewer Department generator; **Fire Department** - Accept the immediate resignation of Probationary Private John Kauffman; and **Koehn Construction** - Extend the closure of parking spaces and the sidewalk at North Main and East Clinton Streets through Oct. 15 for a window-painting project at the Spohn Building, 109 East Clinton Street (original request approved Aug. 28, 2025). Also, delete the following agenda item: **Engineering Department** - Deny the request for additional safety improvements and recommend INDOT remove the crosswalk of Main Street at West Monroe Street. Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

1) Bill's Heating request: Approve a partial street closure adjacent to 133 South Main Street for the replacement of two rooftop condensers

Brian Hershberger, HVAC Installation Manager for Bill's Heating Inc., sent an email informing the Board that his company needed to install two condensers on the roof of 133 South Main Street. For the work, he said the company would need to use a crane, which would have to be placed on a portion of South Main. He asked for the work to proceed for two hours on Tuesday, Oct. 14.

Hershberger was not present, but City Director of Public Works & Utilities Dustin Sailor made the request on behalf of Jeremy Stutsman, the property owner. He requested a street closure for a few hours on Oct. 14, but with some flexibility in case the crane wasn't available for a few days.

After clarifying the request, Board member made a motion to approve the partial closure of Main Street, at 133 South Main Street, for two hours next week, primarily on Tuesday, Oct. 14 or for a day following that. Board member Swartley seconded the motion. The motion passed 5-0.

2) Legal Department request: Approve and authorize the Mayor to execute the agreement with Top Notch Service Dogs, LLC to allow the City to purchase, educate and train a facility Dog and City Handler(s) a Facility Dog for the Goshen Fire Department

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Top Notch Service Dogs, LLC to allow the City to purchase a Facility Dog for the Goshen Fire Department.



Stegelmann said the agreement will allow the City to purchase, educate and train a facility Dog and City handlers. The total cost for the facility dog and training is \$15,000. Any additional handler training will be done at the normal hourly rate of \$250 per hour.

Fire Chief Anthony Powell said **Andrew Priem**, the City's Mobile Integrated Health coordinator, has already been working with the dog, which was purchased with grant funding. He said grant funding will be sought to pay future expenses.

In response to a question from the **Mayor** about the purpose of the dog, **Chief Powell** said, "It is a therapy dog, so as **Andrew** goes out into the community, if he's having trouble relating to someone, the dog usually calms the environment down." The Chief said the dog is a Golden Retriever named "Maple."

Landis/Swartley made a motion to approve and authorize **Mayor Leichthy** to execute the agreement with **Top Notch Service Dogs, LLC** to allow the City to purchase a Facility Dog for the Goshen Fire Department, which is more particularly described in Exhibit A – Proposal from Top Notch Service Dogs LLC to Purchase, Educate and Train a facility Dog and City Handler(s) for the Goshen Fire Department. The motion passed 5-0.

3) Legal Department request: Approve and authorize the Mayor to execute an agreement with Barden Heating & Cooling, LLC to allow the City to install a new Mini Split Unit at the Environmental Center
City Attorney Bodie Stegelmann recommended that the Board approve and authorize **Mayor Leichthy** to execute the agreement with **Barden Heating & Cooling, LLC** to allow the City to install a new Mitsubishi 15k btu heat pump mini split hyper heat unit for the Environmental Center, 20100 County Road 19, which was more particularly described in Exhibit A – Contractor's estimate dated Aug.18, 2025.

Stegelmann said the total cost for the parts and labor for the installation will be \$4,800.

Before the meeting, the Legal Department provided Board members with a memorandum, dated Oct. 9, with the written request as well as the proposed eight-page agreement and Exhibit A (EXHIBIT #1).

Landis/Swartley made a motion to execute the agreement with **Barden Heating & Cooling, LLC** to allow the City to install a new Mini Split Unit at the Environmental Center, which was further in Exhibit A – Contractor's estimate dated Aug.18, 2025. The motion passed 5-0.

4) Legal Department request: Approve and authorize the Mayor Leichthy to execute an agreement with Buckeye Power Sales Co., Inc. to allow the City to enter into a one-year planned maintenance agreement for a Water & Sewer Department generator

City Attorney Bodie Stegelmann recommended that the Board approve and authorize **Mayor Leichthy** to execute the agreement with **Buckeye Power Sales Co., Inc.** to allow the City to enter into a one-year planned maintenance agreement for the above stated generator, which is more particularly described in attached Exhibit A – Contractor's Planned Maintenance Proposal, Exhibit B – Contractor's Labor & Travel Rates and Exhibit C – Contractor's Maintenance Options.

Stegelmann said the total cost for the parts and labor for the two (2) planned maintenance events will be \$2,510.

This agreement will be in effect for a period of one (1) year beginning Sept. 1, 2025 and ending Aug. 31, 2026, unless otherwise terminated by either party in accordance with the terms and conditions of the attached agreement. The contractor will complete all duties within this time frame.

Before the meeting, the Legal Department provided Board members with a memorandum, dated Oct. 9, with the written request as well as the proposed eight-page agreement and Exhibits A, B and C (EXHIBIT #2).

Landis/Swartley made a motion to approve and authorize **Mayor Leichthy** to execute the agreement with **Buckeye Power Sales Co., Inc.** to allow the City to enter into a one-year planned maintenance agreement for the above stated Water & Sewer Department generator, which is more particularly described in the exhibits attached to the agreement. The motion passed 5-0.



5) Planning & Zoning Department request: Approve and authorize the Mayor to execute the agreement with Taylor Siefker Williams Design Group LLC for professional services to create a unified development ordinance

Rossa Deegan, Assistant Planning and Zoning Administrator, said he was bringing to the Board the requested approval of a contract with Taylor Siefker Williams, a consultant that specializes in zoning ordinances.

Deegan said a few months ago the City of Goshen Plan Commission granted approval for Mayor Leichthy's request to undertake the process of updating and combining the Zoning Ordinance and Subdivision Ordinance.

Both documents are approximately 40 years old, and while they have been amended many times, they are in need of updates to their structure, appearance, and substance. The Zoning and Subdivision ordinances are currently separate documents, and this process will combine them into a single document commonly termed a unified development ordinance (UDO).

Deegan said in July, a task force convened by Mayor Leichthy issued a request for proposals for professional services to perform the public outreach and drafting process for the UDO. Ten proposals were received, and after a competitive interview process, Taylor Siefker Williams Design Group LLC (TSW) was chosen to provide the services. **Deegan** said it is anticipated that the process will take 12 to 18 months. During that time, the consultant will plan and execute a public outreach campaign, evaluate current standards, and draft a UDO for review by the Plan Commission and approval by the City Council. The contract includes base services in the amount of \$90,840 with options for additional services for a not-to-exceed amount of \$127,040.

Mayor Leichthy said funds for the project have already been budgeted. She added that "not only will the ordinances be updated, but they will all be digitally formatted and searchable online to make them more accessible to people who want to access that information through our website. And then they'll be maintained and kept up to date as the ordinances are updated through the planning and zoning boards."

Board member Landis asked if the consultant would be available to update the zoning ordinances. The **Mayor** and **Deegan** said at an additional cost, the consultant could provide updates as needed. **Deegan** also clarified the process to select the consultant.

Landis/Swartley made a motion to approve and authorize Mayor Leichthy to execute the agreement with Taylor Siefker Williams Design Group LLC for professional services to create a unified development ordinance. The motion passed 5-0.

6) Utilities Office request: Move uncollected finaled accounts from active to collection, sewer liens and write offs – \$4,735.01 for the period through July 16, 2025

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through July 16, 2025 was \$5,785.41. Collection letters were sent out and payments of \$1,050.40 were collected.

The uncollected amount was \$4,735.01. So, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$1,300.20 came from water accounts and \$3,434.81 came from sewer accounts.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$4,735.01 in uncollected finaled accounts for this period from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.

7) Fire Department request: Accept the immediate resignation of Probationary Private John Kauffman
City Fire Chief Anthony Powell informed the Board that Probationary Private John Kauffman submitted his resignation from the Goshen Fire Department, effective immediately, as of Oct. 9, 2025.

Chief Powell said "operationally, command staff has adjusted shift coverage to maintain uninterrupted service levels. Recruitment and hiring actions will proceed pursuant to established procedures and the current eligibility list."



In his letter of resignation, **Kauffman** wrote that it was difficult to resign but that "stepping away at this point is in my best interest for my mental health and overall well-being moving forward." Still, he wrote that he was deeply grateful for the experiences, friendships and support he had.

Before the meeting, **Chief Powell** provided Board members with a memorandum, dated Oct. 9, with this request as well as a letter of resignation for added agenda item #7, Fire Department request: Accept the immediate resignation of Probationary Private John Kauffman (**EXHIBIT #3**).

Landis/Swartley made a motion to accept the resignation of Probationary Private John Kauffman effective immediately. The motion passed 5-0.

8) Koehn Construction request: Extend the closure of parking spaces and the sidewalk at North Main and East Clinton Streets through Oct. 15 for a window-painting project at the Spohn Building, 109 East Clinton Street (original request approved Aug. 28, 2025)

On behalf of Nunemaker Painting LLC of Middlebury, Vaughn Koehn of Koehn Construction of Elkhart asked for an extension of the closure of parking spaces and the sidewalk at North Main and East Clinton Streets for a window-painting project at the Spohn Building, 109 East Clinton Street.

Koehn asked for the extension of the closures until Oct. 15, 2025 for the painting of the outside windows on the second and third floors. Workers will be using a lift.

Before the meeting, Koehn Construction's written request and a map of the closure area, was provided to Board members (**EXHIBIT #4**).

Landis/Swartley made a motion to approve the continuation of the use of East Clinton and North Main streets for the painting on the Spohn Building until Oct. 15, 2025. The motion passed 5-0.

9) Engineering Department request: Approve and authorize the Mayor to sign the design services agreement with Structurepoint for a fee of \$17,900 and hourly services not to exceed \$6,500 to provide plans, specifications, and other services for the College Avenue Sanitary Encasement project

City Engineering Project Manager Andrew Lund requested approval and execution of a design services agreement with American Structurepoint for preparation of plans and specifications, as well bidding and construction services, related to the replacement of a section of sanitary sewer on College Avenue.

Lund said the sanitary sewer will be replaced within a steel casing, as the proximity of proposed NIPSCO power poles and communications utilities will prevent maintenance using traditional open-cut excavation methods. These utilities are relocating in advance of the College Avenue Phase I reconstruction project.

The Board of Works previously approved Structurepoint as the selected design consultant for this work, as well as their proposed design fee.

Landis/Swartley made a motion to approve and authorize the Mayor to sign the design services agreement with Structurepoint for a fee of \$17,900 and hourly services not to exceed \$6,500 to provide plans, specifications, and other services for the College Avenue Sanitary Encasement project. The motion passed 5-0.

10) Engineering Department request: Approve Change Order No. 2 for the Asphalt Paving Package B to undercut and remove the poor soils and backfill with No. 2's for the amount of \$21,000

City Director of Public Works & Utilities Dustin Sailor told the Board that attached to the agenda packet was Change Order No. 2 for the Asphalt Paving Package B.

Sailor said that during the full depth asphalt removal on Plymouth Avenue it was discovered that the existing soil conditions in certain areas were poor. This will require undercutting and removal of the soil and backfilling with crushed concrete No. 2s.



Sailor said the original contract amount was \$4,566,927.00. Change Order No. 2 increases the total contract by \$21,000, for a revised contract amount of \$4,654,727.00, which is an increase of 1.92% over the original contract amount.

Landis/Swartley made a motion to approve Change Order No. 2 for the Asphalt Paving Package B to undercut and remove the poor soils and backfill with No. 2's for the amount of \$21,000.00 The motion passed 5-0.

11) Engineering Department request: Approve Change Order No. 7 for the extension of new water and sewer services, the deduct due to the deletion of the snouts/downturns on the storm pipes for an increase of \$17,020.00. Also to approve the extension of time of 21 additional days bringing the completion date to Nov. 20, 2025

City Director of Public Works & Utilities Dustin Sailor said that attached to the agenda packet was Change Order No. 7 for the County Courts Consolidation Roadway Improvements project.

Sailor said it was discovered while providing locates and conducting CCTV inspection of the existing sanitary sewer that an extension of services should be considered prior to the reconstruction of the roadway. The services are for the sanitary laterals and the water services up to the Right of Way on Peddlers Village Road.

Additionally, Sailor said this change order will process a deduct due to the deletion of the snouts/downturns on the pipes of the storm structures on Reliance Road.

Sailor said this change order will include a request for an extension of time, establishing contract completion dates. This is due to multiple utility relocation delays throughout the length of the project. This will add 21 additional days and new contract completion date will be Nov. 20, 2025.

The original contract amount was \$4,165,762.30. This change order will increase the contract by \$17,020, for a revised contract amount of \$4,287,837.78. With approval of these changes, the total project cost will have been amended by 2.93%.

In response to a question from Board member Landis, Sailor said that instead of extending in both directions, the laterals only extended to the north side, which was the closest to the sanitary sewer. The laterals will only be extended to buildings that currently exist.

Landis/Swartley made a motion to approve Change Order No. 7 for the extension of new water and sewer services, the deduct due to the deletion of the snouts/downturns on the storm pipes for an increase of \$17,020.00, and approve the extension of time of 21 additional days bringing the completion date to November 20, 2025 The motion passed 5-0.

12) Engineering Department request: Approve the balancing Change Order No. 8 decreasing the contract by \$349,464.29, for a final contract amount of \$4,179,740.39 for the 10th Street and Douglas Street reconstruction City Director of Public Works & Utilities Dustin Sailor said attached to the agenda packet was Change Order No. 8 - A Balancing Change Order.

Sailor said Change Order No. 8 reduces the contract price by \$349,464.29, making the final contract amount \$4,179,740.39, a 1.63% decrease under the original contract of \$4,248,803.95.

Contract amount as previously amended:	\$4,529,204.68
Change Order No. 8:	\$ -349,464.29
Revised contract amount:	\$4,179,740.39

Sailor said significant reasons for the cost reduction were:

1. During the process of excavating the Douglas Street underground retention basin it was found that the soils easily caved, requiring the excavation limits to be pulled back. The basin walls at the bottom were reduced which required less No.2 stone.



2. While installing the utilities along 10th Street, the existing soils were found to be sufficient for reuse as backfill, which required less B-Borrow to be hauled in.

Board member Landis asked if anything was lost by reducing the trench size. Sailor said, "We lost stormwater capacity" but there was no practical way to restore it.

Landis/Swartley made a motion to approve the balancing Change Order No. 8, decreasing the contract by \$349,464.29, for a final contract amount of \$4,179,740.39. The motion passed 5-0.

13) Engineering Department public notification: On Wednesday, Oct. 15, Goshen Engineering, Stormwater, and Utilities will smoke test the storm sewer at the intersection of 9th Street and College Avenue
City Director of Public Works & Utilities Dustin Sailor said that on Wednesday Oct. 15th, Goshen Engineering, Stormwater, and Utilities will smoke test the storm sewer at the intersection of 9th Street and College Avenue. Sailor said the potentially affected area will be to the south and west of this structure in public right of way and on the campus of Goshen College. He said the tracer smoke that will be pumped into the sewer is non-toxic, but residents and business in the area are requested to check their plumbing in advance of the posted date to make sure drain traps are filled with water.

Goshen Utility and Stormwater personnel will distribute notification flyers to residents and businesses that are within the potential reach of the tracer smoke. Questions related to the smoke testing can be directed to the Goshen Engineering Department at 574-534-2201.

There was no Board action because this was an information-only agenda item.

At the Mayor's request, Sailor introduced the City's new Civil Engineer – Brad Minnick, who began work on Oct. 6. Mayor Leichty welcomed Minnick to the City of Goshen.

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 Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Landis seconded the motion.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:27 p.m.

EXHIBIT #1: A City Legal Department memorandum, dated Oct. 9, along with a proposed eight-page agreement and Exhibit A for added agenda item #3 - Approve and authorize the Mayor to execute an agreement with Barden Heating & Cooling, LLC to allow the City to install a new Mini Split Unit at the Environmental Center. This information was provided to Board members before the meeting.



EXHIBIT #2: A City Legal Department memorandum, dated Oct. 9, along with a proposed eight-page agreement and Exhibits A, B and C for added agenda item #4 - Approve and authorize the Mayor Leichty to execute an agreement with Buckeye Power Sales Co., Inc. to allow the City to enter into a one-year planned maintenance agreement for a Water & Sewer Department generator. This information was provided to Board members before the meeting.

EXHIBIT #3: An Oct. 9, 2025 memorandum from Fire Chief Anthony Powell as well as a letter of resignation for added agenda item #7 - Fire Department request: Accept the immediate resignation of Probationary Private John Kauffman. This information was provided to Board members before the meeting.

EXHIBIT #4: A written request and a map of the proposed closure area by Koehn Construction LLC for added agenda item #8 - Koehn Construction request: Extend the closure of parking spaces and the sidewalk at North Main and East Clinton Streets through Oct. 15 for a window-painting project at the Spohn Building, 109 East Clinton Street (original request approved Aug. 28, 2025). This information was provided to Board members before the meeting.

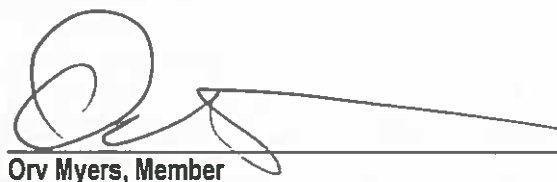
APPROVED:



Mayor Gina Leichty



Mike Landis, Member



Orv Myers, Member



Mary Nichols, Member




Barb Swartley, Member

ATTEST:

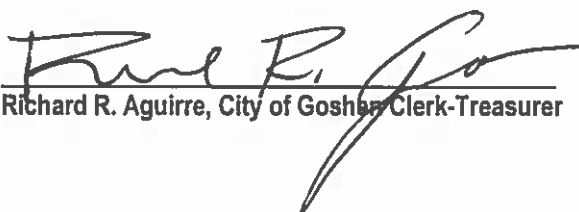

Richard R. Aguirre, City of Goshen Clerk-Treasurer

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 9, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Barden Heating & Cooling, LLC for Installation of Mini Split Unit at Environmental Center

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Barden Heating & Cooling, LLC to allow the City to install a new Mitsubishi 15k btu heat pump mini split hyper heat unit for the Environmental Center located at 20100 CR 19, Goshen, Indiana 46528, which is more particularly described in Exhibit A – Contractor's estimate dated August 18, 2025.

The total cost for the parts and labor for the installation will be Four Thousand Eight Hundred Dollars (\$4800.).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Barden Heating & Cooling, LLC to allow the City to install a new Mini Split Unit at the Environmental Center, which is more particularly described in Exhibit A – Contractor's estimate dated August 18, 2025.

AGREEMENT WITH BARDEN HEATING AND COOLING, LLC FOR INSTALLATION OF MINI SPLIT UNIT AT ENVIRONMENTAL CENTER

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Barden Heating and Cooling, LLC** ("Contractor"), whose mailing address is 59135 County Road 11, Elkhart, Indiana 46517, 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. Scope of Work

Contractor shall provide City parts and labor for the installation of a new Mitsubishi 15k btu heat pump mini split hyper heat unit for the Environmental Center Building located at 20100 CR 19, Goshen, Indiana 46528, which work is more particularly described in Contractor's August 18, 2025 estimate 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 2. Effective Date

- (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.
- (C) Contractor shall commence the Duties within ninety (90) days after receiving a notice to proceed from City and building is completed.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Four Thousand Eight Hundred Dollars (\$4800) for performing all Duties.

Section 4. 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 Buildings and Grounds
524 E Jackson Street
Goshen, IN 46528
Email is also acceptable at jeffhalsey@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 5. 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 6. Licensing/Certification Standards

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

Section 7. Inspection

All work shall be subject to applicable code inspections for roof replacement and adhere to all building inspection requirements, as necessary.

Section 8. Warranty

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. All parts shall survive manufacture's warranty and Contractor shall warrant all labor for one (1) year from installation completed. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 work 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 15. 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 16. 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 17. Default

- (A) If Contractor fails to perform the work 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 work 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 work 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 work 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 18. 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 work completed 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 19. 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
Email: legal@goshencity.com

Contractor:

Barden Heating and Cooling, LLC
Attention: Aaron Barden
59135 County Road 11
Elkhart, IN 46517
Email: bardenhvac@gmail.com

Section 20. 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 21. 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 22. 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 23. 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 work. Failure to do so maybe deemed a material breach of agreement.

Section 24. 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 25. 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 26. 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 27. Entire Agreement

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

Section 28. 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

Barden Heating and Cooling LLC

Gina M. Leichty, Mayor

Aaron Barden, Owner

Date Signed: _____

Date Signed: _____

ESTIMATE

Barden Heating and Cooling LLC
59135 County Road 11
Elkhart, IN 46517

bardenhvac@gmail.com
+1 (574) 903-9432

EXHIBIT A

Bill to
City of Goshen

Estimate details
Estimate no.: 1072
Estimate date: 08/18/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mini Split	For installing a new Mitsubishi 15k btu heat pump mini split hyper heat unit for offices at 20100 CR 19, Goshen, IN. 46528. Model of out door unit. MUZ-FX15NLHZ Model of indoor head MSZ-FX15NL	1	\$4,800.00	\$4,800.00
Total						\$4,800.00

Accepted date

Accepted by

Exhibit #2



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 9, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Buckeye Power Sales Co., Inc. for Maintenance on Water & Sewer Dept. Kohler Generator, Serial No. 33JDGMFP0003

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Buckeye Power Sales Co., Inc. to allow the City to enter into a one-year planned maintenance agreement for the above stated generator, which is more particularly described in attached Exhibit A – Contractor's Planned Maintenance Proposal, Exhibit B – Contractor's Labor & Travel Rates and Exhibit C – Contractor's Maintenance Options.

The total cost for the parts and labor for the two (2) planned maintenance events will be Two Thousand Five Hundred Ten Dollars (\$2,510). This agreement shall be in effect for a period of one (1) year beginning September 1, 2025 and ending August 31, 2026, unless otherwise terminated by either party in accordance with the terms and conditions of the attached Agreement. Contractor shall complete all duties within this time frame.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Buckeye Power Sales Co., Inc. to allow the City to enter into a one-year planned maintenance agreement for the above stated Water & Sewer Department generator, which is more particularly described in Exhibits attached to the Agreement.

**AGREEMENT WITH BUCKEYE POWER SALES CO., INC. FOR
MAINTENANCE ON WATER & SEWER DEPT. KOHLER GENERATOR,
SERIAL NO. 33JDGMFP0003**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Buckeye Power Sales Co., Inc.** ("Contractor" or "Servicing Agent"), whose mailing address is 1707 S. Franklin Road, Indianapolis, IN 46239, 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) Contractor's Planned Maintenance Proposal attached to this Agreement as Exhibit A, Sections 1.04, 1.05, 2.01, 4.01, 4.02, 4.03, 4.04, 4.06, and 4.07 only. All other sections of this Exhibit have been struck through by agreement of the Contractor and City.
- (2) Contractor's Labor & Travel Rates – Ohio & Indiana attached to this Agreement as Exhibit B.
- (3) Contractor's Maintenance Options for certain services 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 documents listed as Exhibits A, B, and C (collectively "Exhibits") in subsection A above.

Section 2. Scope of Services

Contractor shall provide City the services for the maintenance on the Water & Sewer Department Kohler generator, serial number 33JDGMFP0003, which services are more particularly described in Contractor's attached Exhibits (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the Contractor's attached Exhibits, 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.

This agreement shall be effective for a period of one (1) year beginning September 1, 2025 and ending August 31, 2026, unless otherwise terminated by either party in accordance with the terms and conditions of this agreement. Contractor shall complete all Duties within this time frame.

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 Two Thousand Five Hundred Ten Dollars (\$2,510) for performing all Duties set forth in attached Exhibit A. Any additional services needed per attached Exhibits B and/or C shall be billed separately and shall only be performed with prior approval by Marv Shepherd.

Section 5. Payment

City shall pay Contractor for maintenance Duties per the attached Exhibit A once satisfactorily completed under this agreement. Any additional services needed per attached Exhibits B and/or C shall be billed separately and shall only be performed with prior approval by Marv Shepherd.

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 Water & Sewer Department
308 North 5th Street
Goshen, IN 46528
Email is also acceptable at marvshepherd@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. 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. Warranty

Warranty for parts will be determined by the manufacturer of said part. Contractor will warranty labor for work performed by Contractor.

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.

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. Insurance

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.

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.

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 15. 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 16. 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 17. 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 18. 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: Buckeye Power Sales Co., Inc.
Attention: Jackson Slone
1707 S. Franklin Road
Indianapolis, IN 46239

Section 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. Entire Agreement

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

Section 27. 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

Buckeye Power Sales Co., Inc.

Gina M. Leichty, Mayor

Jackson Slone, Indiana Service Sales
Representative

Date Signed: _____

Date Signed: _____

EXHIBIT A



Planned Maintenance ~~Agreement~~ Quote

Page 1

Bill-to Customer No. C10004101
City of Goshen
202 S 5th Street
Goshen, IN 46528
USA

Buckeye Power Sales Co., Inc.
1707 S. Franklin Road
Indianapolis, IN 46239
USA

Phone No. 317.271.9661

Fax No. 317.271.0242

Contact Jeff Halsey
Phone No. 574-206-3111
E-Mail jeffhalsey@goshencity.com
Salesperson Jackson Slone
Description Bill Per Service ~~Agreement~~

Quote No. PMA1060429
Accept Before
Starting Date ~~11/01/25~~ 09/01/25
Invoice Period None
Annual Amount 2,510.00

~1Year Bill ~~Per Maintenance Agreement~~
~~Agreement~~ Locks Cost For 1 Year
~~Agreement~~ Includes Major/Full Service
~~Agreement~~ Includes Minor/ Inspection
~~Agreement~~ Includes Oil Analysis At Major And Minor Service
~~Agreement~~ Includes 30 Minute Building Load at Minor Service
~Service Cycle~
November- Major Service & Oil Analysis
April- Minor Service, Oil Analysis, 30 Minute Building Load
Service Cycles and Start Dates Can Be Adjusted

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance ~~Agreement Terms & Conditions~~

Ship-to Address

~~NORTH PLANT~~ GOSHEN WATER & SEWER
308 NORTH 5TH STREET
Goshen, IN 46528

EQ1032149	750REOZMD	KH750REOZMD	33JDGMFP0003	2,510.00
Total				2,510.00

Customer Signature Line

PO # _____

Sign _____

Print _____

Date _____

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

BUCKEYE POWER SALES CO., INC.**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS****ARTICLE ONE: TERM OF CONTRACT**

- ~~1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).~~
- ~~1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.~~
- ~~1.03 Rates for extended years shall be determined at the beginning of each billing cycle.~~
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

ARTICLE TWO: REMEDIES FOR BREACH

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- ~~2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.~~
- ~~2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.~~

ARTICLE THREE: TERMINATION OF AGREEMENT

- ~~3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party~~
- ~~3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:~~
- | | |
|---|--|
| - Bankruptcy or insolvency of either party | - Assignment of this Agreement by either party without consent of the other party |
| - Sale of the business of either party | - Acts of God |
| - Death or dissolution of either party | - Impracticability and/or impossibility of performance |
- ~~3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.~~
- ~~3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods and services relating to this agreement.~~
- ~~3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~
- ~~3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.~~

ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
- Services provided in each Servicing Agent's maintenance trip will include the following:

- Inspect air cleaner	- Check battery electrolyte levels and specific gravity
- Test antifreeze and adjust	- Clean battery terminals as necessary
- Check coolant level	- Check generator output voltage and adjust as necessary
- Inspect belts and hoses as required	- Emergency system operation without load transfer
- Check engine heater operation	- Frequency check/governor adjustment, as required
- Check generator set for fuel, oil, coolant leaks	- Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
- Check air intakes and outlets	- Check engine alternator charge rates
- Check transfer tank operation	- Check engine and generator gauge and indicator operation
- Drain exhaust line	- Check generator set controller operation including shutdown functions
- Inspect silencer	- Perform engine checks per manufacturer's recommendations
- Check battery charger operation and charge rate	

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE ~~AGREEMENT TERMS & CONDITIONS~~ (continued)

4.03 Annual Maintenance

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance ~~Agreement~~ unless otherwise specified and/or included in the Planned Maintenance ~~Agreement~~.

4.04 This Planned Maintenance ~~Agreement~~ is not a guarantee of equipment availability.

~~4.05 Load Bank Service (only if specified as "Additional Services")~~

~~-Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.~~

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth ~~No services or materials are under this Agreement unless specifically referred to herein.~~

4.07 ~~THIS AGREEMENT~~ DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.



Buckeye Power Sales

Reliable Power Professionals Since 1947

EXHIBIT B

Labor & Travel Rates – Ohio & Indiana

Normal Business Hours Monday-Friday

Non-Planned Maintenance Customers

\$192.50 per hour-travel/labor-port to port
\$3..25 per mile-port to port

Planned Maintenance Agreement Customers

\$170.50 per hour-travel/labor-port to port
\$3.25 per mile-port to port

Emergency Service Calls Monday-Friday; Saturdays

****These rates can apply during normal business hours if a service call is escalated to emergency service, during normal business hours 4 hour minimum may apply**

Non-Planned Maintenance Customers

\$288.75 per hour-travel/labor-port to port
\$3.25 per mile-port to port

Planned Maintenance Agreement Customers

\$255.75 per hour-travel/labor-port to port
\$3.25 per mile port to port

After Hours Service Calls, Sundays and Holidays

Non-Planned Maintenance Customers

\$385.00 per hour-travel/labor-port to port
\$3.25 per mile-port to port

Planned Maintenance Agreement Customers

\$341.00 per hour-travel/labor-port to port
\$3.25 per mile-port to port

Planned Maintenance Customers receive a 10% discount on Generator Rentals and Discounted Labor Rates listed above

All rates subject to change at any time

Columbus, Ohio
8155 Howe Industrial Parkway
Canal Winchester, OH 43110
614-751-4515

Cincinnati, Ohio
4992 Rialto Road
West Chester, OH 45069
513-755-2323

Cleveland, Ohio
8465 Tower Drive
Twinsburg, OH 44087
330-425-9165

Indianapolis, Indiana
1707 S. Franklin Road
Indianapolis, IN 46239
317-271-9661

Chicago, IL
1308 Marquette Drive
Romeoville, IL 60446
630-914-3000



Buckeye Power Sales

Reliable Power Professionals Since 1947

EXHIBIT C

Maintenance Options Available from Buckeye Power Sales

Minor Service: Services provided in each maintenance trip will include the following:

Batteries and Charging System:

- Check battery electrolyte levels & specific gravity
- Clean battery terminals as necessary
- Check battery charger operation and charge rate

Lubricating System:

- Check oil level
- Check crankcase breather
- Check for leaks

Cooling System:

- Check coolant level
- Test antifreeze and adjust
- Check for leaks
- Visually inspect radiator
- Check pressure cap
- Inspect cooling system hoses
- Inspect belts as required
- Check engine heater operation
- Inspect support/clamps for tightness

Fuel System Diesel:

- Check diesel fuel level
- Inspect fuel lines
- Verify day tank operation

Fuel System Natural Gas /LP:

- Check fuel pressure (not running)

Engine:

- Check air filter
- Check governor linkage
- Check air intakes and outlets

Exhaust System:

- Check rain cap operation
- Check flex connections
- Inspect silencer
- Drain exhaust line

Electrical System:

- Visual inspection
- Check wiring connections
- Tighten breaker/neutral connections
- Check junction box
- Check breaker(s)
- Check fuse(s)
- Check housing air intakes/outlets

Automatic Transfer Switch:

- Visual inspection
- Check accessory operation
- Verify exerciser clock
- Emergency system operation w/load transfer *With owner's approval only

Operational Readings Recorded:

- Emergency system operation without load transfer
- Check engine & generator gauge & indicator operation
- Check generator output voltage & adjust if necessary
- Check engine alternator charge rates
- Check generator set controller operation including shutdown functions and emergency stop
- Check fuel pressure on natural gas/LP

Major Service: Services provided in major maintenance trip will include items listed above for the minor service and the following:

- Lube oil and filter change
- Fuel filter change

Cooling System Service: Recommended Services to be completed every 36 Months

- Replace air filter(s) (if applicable)
- Replace coolant
- Replace belts
- Replace engine thermostat (when required)
- Replace coolant hoses
- Replace radiator cap
- Battery replacement (when applicable)

Load Bank Service: Load bank testing will be performed utilizing a portable resistive load bank(s) at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

Fluid Analysis: Report sent to customer following examination by certified laboratory along with recommended corrective actions.

- Engine oil analysis
- Engine coolant analysis
- Diesel fuel analysis

Thermal Imaging: Testing & reporting of automatic transfer switches, generator connections, and circuit breakers.

Fuel Filtering & Polishing*: Filtering and polishing available for diesel fuel tanks to help maintain fuel stability. All water, contaminated fuel and used filters disposed of in environmentally safe manner. *Polishing may be coordinated with outside vendor depending on the size and scope of the project.

Rental Generators: Rental Generators, distribution cables & boxes available for emergency outages and for stand-by use during planned maintenance.

Generator Monitoring: Remote monitoring of generator status, position of automatic transfer switches, and level of diesel fuel in fuel tank. Email and text communication of alerts and web/mobile portal for reports and generator run history.

Columbus, Ohio
8155 Howe Industrial Parkway
Canal Winchester, OH 43110
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Cincinnati, Ohio
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West Chester, OH 45069
513-755-2323

Cleveland, Ohio
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Indianapolis, Indiana
1707 S. Franklin Road
Indianapolis, IN 46239
317-271-9661

Chicago, IL
1308 Marquette Drive
Romeoville, IL 60446
630-914-3000

Exhibit #3



ANTHONY D. POWELL
FIRE CHIEF
CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 537-3853
Cell (574) 596-0940
Fax (574) 533-7263
anthonypowell@goshencity.com
www.goshenindiana.org

October 9, 2025

MEMORANDUM

Date: October 9, 2025

To: Board of Public Works & Safety; Public Safety Board

From: Anthony Powell, Fire Chief

Subject: Notice of Resignation – Probationary Private John Kauffman (Effective Immediately)

Board Members,

This memorandum serves to formally notify the Board of Public Works & Safety and the Public Safety Board that Probationary Private **John Kauffman** has submitted his resignation from the Goshen Fire Department, effective immediately as of **October 9, 2025**.

Operationally, command staff has adjusted shift coverage to maintain uninterrupted service levels. Recruitment and hiring actions will proceed pursuant to established procedures and the current eligibility list, if applicable.

Please let me know if any additional documentation is required.

Respectfully submitted,

Anthony Powell
Fire Chief
City of Goshen Fire Department

Resignation 10/09/25 [Summarize](#)



Kauffman, John



To: Powell, Anthony; Schrock, Phil; Kauffman, Rick; +2 others

Thu 10/9/2025 9:48 AM

I wanted to take a moment to formally submit my resignation from the Goshen Fire Department. This has not been an easy decision, as I truly love this department, the work we do, and—most of all—the people I've had the privilege to work alongside. The camaraderie, dedication, and professionalism here are unmatched, and I will sincerely miss being part of this team. After talking with my family and taking time to reflect, I've realized that stepping away at this point is in my best interest for my mental health and overall well-being moving forward. This decision was truly a hard one and not easy, but I know it's the right one for me at this time. I'm deeply grateful for the experiences, friendships, and support I've gained during my time here. I will truly miss Goshen Fire Department. Thank you for everything.

Respectfully,
John Kauffman

Reply

Reply all

Forward

Exhibit #4

Koehn Construction, LLC

60181 County Road 101,

Elkhart, IN 46517

574.304.5656

vkconstructionllc20@gmail.com

Hello, Richard,

We are needing to paint the 2nd and 3rd floor's outside windows on the Spohn Building (109 East Clinton Street) at the corner of North Main and East Clinton Street in Goshen. This will require parking space and sidewalk use, and we will be using a lift. Could we please have the sidewalk and parking spaces closed in front of this building for the days that we are working?

I am thinking of doing it in the first 2 weeks in October.. This time frame of 2 weeks gives us plenty of time, but I expect the actual job will only take 4-5 days.

Thanks for your consideration,

Vaughn Koehn,
Koehn Construction,LLC

