



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE MAY 28, 2026 MEETING**

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

Present: Mayor Gina Leichty, Mike Landis and Orv Myers

Absent: Mary Nichols and Barb Swartley

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the May 14, 2026 and May 21, 2026 Regular Meetings. Board member Mike Landis made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 3-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of agenda item #10, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services.* Board member Landis made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 3-0.

1) Police Department request: Approve the promotion of Officer Jared Ellison from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026
Interim Police Chief Andy Stephenson asked the Board to approve the promotion of Officer Jared Ellison from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026. Chief Stephenson said Officer Ellison successfully completed his 12-month probationary period on May 12, 2026. He added, "During this time, he has consistently demonstrated professionalism, reliability, and commitment to the values and mission of the Goshen Police Department. His performance has met or exceeded all expectations." Landis/Myers made a motion to approve the promotion of Officer Jared Ellison from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026. The motion passed 3-0. *After the Board's approval, Mayor Leichty swore in Officer Ellison as a Goshen Patrol Officer.*

2) Police Department request: Approve the promotion of Officer Mitchell Garrett from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026
Interim Police Chief Andy Stephenson asked the Board to approve the promotion of Officer Mitchell Garrett from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026. Chief Stephenson said Officer Garrett successfully completed his 12-month probationary period on May 12, 2026. He added, "During this time, he has consistently demonstrated professionalism, reliability, and commitment to the values and mission of the Goshen Police Department. His performance has met or exceeded all expectations." Landis/Myers made a motion to approve the promotion of Officer Mitchell Garrett from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to May 12, 2026. The motion passed 3-0. *After the Board's approval, Mayor Leichty swore in Officer Garrett as a Goshen Patrol Officer.*

3) Police Department request: Accept the retirement of Captain Curtis Weldy from the Goshen Police Department, effective May 28, 2026
Interim Police Chief Andy Stephenson asked the Board to accept the retirement of Captain Curtis Weldy from the Goshen Police Department, effective May 28, 2026. Captain Weldy's final day of active service was May 27, 2026.



Chief Stephenson said Captain Weldy began his policing career with the Goshen Police Department in 2013. Prior to joining the department, he served for nearly eight years with the Nappanee Police Department.

Throughout the course of his career, Chief Stephenson said, "Captain Weldy has served as an instructor, sergeant, lieutenant, SWAT team leader, and training captain. More importantly, the chief said Cap/ Weldy "has been a friend and mentor to many. Captain Weldy holds many law enforcement certifications, and he has been the recipient of numerous awards and commendations, including the Goshen Police Department's Medal of Honor."

Chief Stephenson concluded, "Captain Weldy's service and commitment to our department, the Goshen community, and the policing profession as a whole are greatly appreciated. We thank Captain Weldy and wish him the best as he embarks on the next chapter in life. He will be missed."

Mayor Leichty agreed that Capt. Weldy would be missed and wished him the best.

In his letter of retirement to the Chief, Mayor Leichty and the Board, Captain Weldy wrote as follows:

"After a little over 20 years, it is time to start another adventure. While it hasn't always been easy, I am thankful I was granted the opportunity to have the experiences I have had, serve the citizens and gain the friendships of fellow officers. Additionally, I would like to emphasize my retirement is in no way related to the hiring of Chief Stephenson nor should it reflect any displeasure with Mayor Leichty's decision. I wish him and all the officers the best of luck and pray for their continued safety and success."

Landis/Myers made a motion to accept the retirement of Captain Curtis Weldy from the Goshen Police Department, effective May 28, 2026. The motion passed 3-0.

4) Request from Mayor Leichty: Authorize the use of cooperative purchasing entities, including Sourcewell and other nationally recognized purchasing cooperatives, under the Indiana Code 5-22-10 governing special purchase methods

Mayor Leichty requested the Board's authorization to use cooperative purchasing entities, including Sourcewell and other nationally recognized purchasing cooperatives, under Indiana Code 5-22-10 governing special purchase methods. She noted this new purchasing option should produce cost savings for the City.

BACKGROUND:

In a memorandum to the Board, Mayor Leichty wrote that the City has historically taken a cautious approach to cooperative purchasing, particularly with out-of-state entities, to ensure compliance with Indiana law and State Board of Accounts (SBOA) requirements. Based on further review, she wrote that with the development of a structured compliance process and SBOA counsel, the City is now positioned to use cooperative purchasing entities when they offer clear cost savings and are supported by appropriate documentation, legal review, and Board oversight.

By way of background and rationale, Mayor Leichty wrote that the City anticipates several upcoming procurements of large equipment across departments. Research indicates that purchasing through co-op entities may offer substantial savings, potentially in the tens or hundreds of thousands of dollars.

Mayor Leichty wrote that she has reviewed the statutory framework and audit expectations with City Attorney Bodie Stegelmann and identified a compliant path using Indiana Code 5-22-10-5, which allows special purchases when a unique opportunity results in substantial savings. The City intends to use this authority, when appropriate, in a well-documented and transparent manner.

The Mayor wrote that the use of cooperative purchasing contracts, particularly those administered by out-of-state entities, requires careful alignment with Indiana statute. The City's proposed approach would establish a clear, legally defensible, and State Board of Accounts-compliant process that would allow the City to capture cost savings while maintaining transparency and accountability.

To ensure full adherence to Indiana law and State Board of Accounts guidance, the Mayor indicated that the City would follow a structured process as follows:



1. **Special Determination** – The requesting Department Head will submit a written Special Purchase Determination documenting the statutory basis and justification for the purchase.
2. **Pricing Analysis** – The requesting Department Head will develop a comparative pricing analysis demonstrating substantial savings or a unique opportunity.
3. **Legal Opinion** – The Legal Department will evaluate the request and provide a written opinion confirming compliance with Indiana purchasing requirements.
4. **Board Presentation** – The Legal Department will present the determination and supporting documentation to the Board of Public Works for approval and entry into the public record.
5. **Record Retention** – The Legal Department will maintain a complete procurement file and coordinate with the Clerk-Treasurer for official recordkeeping and audit purposes.

The Mayor wrote that City staff may request the purchase of goods through a cooperative purchasing entity where other Special purchasing methods may be available to the City, such as where an emergency exists (Indiana Code 5-22-10-4), where the compatibility of equipment, accessories, or replacement parts is a substantial consideration (Indiana Code 5-22-10-8), or where no responsive offer is received under another purchasing method (Indiana Code 5-22-10-10). These options will likely arise less frequently than unique opportunities to realize substantial savings; however, when such opportunities arise, the City will follow the process outlined above if any of these other methods are available.

Mayor Leichthy wrote that this approach will ensure a transparent and legally defensible procurement process while allowing the City to take advantage of significant cost-saving opportunities. So, she asked the Board's approval to proceed under IC 5-22-10-5 and to incorporate cooperative purchasing into the City's procurement strategy.

In her comments during the meeting, Mayor Leichthy said a cooperative purchasing agreement with an entity like Sourcewell, which is based in Minnesota, would "procure significant cost savings for the City, by buying through them, rather than just by issuing specifications and bidding through the City of Goshen. And in talking with fellow mayors throughout the State, they've found this can be a tremendous cost savings."

Mayor Leichthy said the City Fire Chief and City Fleet Manager have explored this approach and believe it could produce cost savings of tens of thousands to hundreds of thousands in the purchase of a \$5 million fire truck.

The Mayor said utilizing a cooperative purchasing agreement requires a legal review process that any of those special requests would have to go through. She said this process would include a validation that the item being purchased is for a special purpose, "that significant savings are available and that any cooperative purchasing entity that we would utilize has gone through the proper bidding process that would be in accordance with the State of Indiana. She also said the City Attorney also would need to issue a statement that he reviewed that information and that it is in compliance with the State Board of Accounts and the legal process for the State of Indiana before it would come before the Board of Public Works & Safety for review and approval.

After the Mayor's summary, City Attorney Bodie Stegelmann provided a further explanation.

Stegelmann said that to use the cooperative purchasing arrangement, the City would need to show that it has a unique opportunity to experience substantial savings on a purchase. He said it could also be used when the compatibility of equipment was important or when no responsive bids were received.

In response to questions from Board member Landis, Stegelmann and the Mayor provided additional information and stressed the City would need to justify using a cooperative purchasing agreement. The Mayor said that Sourcewell would also seek bids for the City and has access to a broader network of suppliers. Stegelmann stressed that the City would need to closely scrutinize purchases using this approach.

Mayor Leichthy said many cities and the State of Indiana are using Sourcewell. She added that so many municipalities are using Sourcewell that the State Board of Accounts issued a special memorandum about cooperative purchasing entities and made sure it outlined "potential pitfalls, as well as clarification on what municipalities need to do to avoid any audit (red) flags."



The Mayor added this request to the Board was the first step in using cooperative purchasing entities. Landis/Myers made a motion to authorize the use of cooperative purchasing entities, including Sourcewell and other nationally recognized purchasing cooperatives, under the Indiana Code 5-22-10 governing special purchase methods. The motion passed 3-0.

5) Downtown Goshen Inc. request: Approve multiple street and parking space closures for several First Fridays throughout the year

Amanda Rose, Director of First Fridays for Eyedart Creative Studios, requested multiple street and parking lot closures for several First Fridays throughout the rest of the year.

Rose said the biggest requested change was the request to close the intersection of Main and Jefferson streets on Aug. 7, from 9 a.m. to 11 p.m., for the Goshen Games cycling event.

In a memorandum to the Board, Rose wrote that parking space closure additions for June and July reflected the requests of the Elks Lodge. She clarified other street and parking lot closures on maps that were provided for each month through November.

Rose also noted that affected businesses have been notified of the closures. She requested street barricades for her requests and other City services.

In response to a question from the Mayor, a representative of the City Street Department said the requests were acceptable.

Clerk-Treasurer Aguirre expressed appreciation to Rose for timely communication and detailed requests to City staff. Rose responded, "Well, I appreciate all of you, so thank you."

Landis/Myers made a motion to approve the request for multiple street and parking space closure for First Friday activities. The motion passed 3-0.

6) Parks & Recreation Department request: Approve the display of promotional banners on Main Street for upcoming community events during the summer months

Goshen Parks & Recreation Supervisor Kimberlee Stephen requested approval to display promotional banners on Main Street for upcoming community events during the summer months.

Stephens requested a banner in June to promote "Kerry's Kids and Teen Mud Run" and a July banner to promote the "Rock the Quarry Adult Triathlon and Mile Swim."

Stevens said Premier Signs will be responsible for both the installation and removal of all banners in accordance with City guidelines and approved timelines. Proofs of the proposed banner designs were provided to the Board.

In response to a question from the Mayor, Stephens said these two events were taking place at the same time as last year.

Landis/Myers made a motion to approve the display of promotional banners on Main Street for upcoming community events during the summer months. The motion passed 3-0.

7) Legal Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Kael J. Hooley dated April 8, 2026

City Attorney Bodie Stegelmann said a conditional offer of employment was extended on behalf of the Board to Kael J. Hooley for employment with the Goshen Fire Department, and a Conditional Offer of Employment Agreement was entered into on April 8, 2026.

Stegelmann recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Landis/Myers made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Kael J. Hooley dated April 8, 2026. The motion passed 3-0.



8) Legal Department request: Approve the Guaranteed Maximum Price Amendment No. 1 to the agreement with D-J Construction Co., Inc., as presented, and authorize Mayor Leichthy to execute the Amendment for the Goshen Annex Building project

Assistant City Attorney Don Shuler told the Board the City and D-J Construction previously entered into an agreement dated Dec. 23, 2024 for renovation and improvements to the City Annex Building.

Shuler said the agreement contemplated the establishment of a Guaranteed Maximum Price (GMP) by amendment upon completion of pre-construction services. Following execution of the agreement, the City experienced funding constraints and elected to reduce the scope of the project to focus on critical building improvements.

Shuler said an attached GMP Amendment No. 1 established the GMP for the reduced project scope in the amount of \$750,000. The reduced scope consists principally of the installation of a new elevator (with associated demolition, structural framing, concrete, electrical), exterior masonry cleaning and tuckpointing, supply and installation of interior magnetic storm windows.

Shuler said substantial completion of the work is required within 120 days of the City's Notice to Proceed, and Payment and Performance Bonds are required. He confirmed to the Mayor that an elevator is included "with framing, concrete, electrical, all associated with it."

Landis/Myers made a motion to approve the Guaranteed Maximum Price Amendment No. 1 to the Agreement with DJ Construction Co., Inc., as presented, and authorize Mayor Leichthy to execute the Amendment. The motion passed 3-0.

9) Legal Department request: Adopt Resolution 2026-09, City of Goshen Sidewalk Program, which would establish a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments

City Attorney Bodie Stegelmann recommended that the Board approve Resolution 2026-09 for the City of Goshen Sidewalk Program.

Stegelmann said the Sidewalk Program establishes a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments.

According to Resolution 2026-09:

- The City Engineering Department maintains an inventory of public sidewalks, including public sidewalks located within the public right-of-way, documenting sidewalks in need of repair or replacement, and identifying areas where public sidewalks do not exist ("Sidewalk Inventory");
- The Sidewalk Inventory includes the Engineering Department's assessment of the condition of each public sidewalk segment and assigns a score to each segment based on the number and severity of defects;
- The City Engineering Department also receives public input concerning the condition of public sidewalks;
- The Sidewalk Inventory and public input are used to guide strategic and policy-driven decisions regarding the budgeting for and prioritization of public sidewalk improvements;
- The City annually allocates funding to be used for public sidewalk improvements; and
- The City of Goshen Sidewalk Program establishes a framework for identifying public sidewalk needs and prioritizing public sidewalk improvements located within the public right-of-way, including providing funding assistance to property owners for the repair or replacement of eligible sidewalk segments.

If approved by the Board, establish: the criteria for the need for, and prioritization of, the installation, repair, or replacement of public sidewalks; the Sidewalk Funding Assistant Program; ADA compliance; and a required annual summary "identifying public sidewalk locations installed, repaired, or replaced, together with the associated costs incurred under the Sidewalk Program."



This annual summary will be used to evaluate the effectiveness of the Sidewalk Program, support future budgetary and policy decisions, and promote transparency and accountability in the expenditure of public funds. Landis/Myers made a motion to adopt Resolution 2026-09, City of Goshen Sidewalk Program. The motion passed 3-0.

10) Technology Department request: Approve and authorize Mayor Leichty to execute the agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services

City Director of Innovation and Technology Mattie Lehman presented an agreement for expert technical advising and services with Elevate Technology Partners. Lehman said the total possible cost is a not-to-exceed total of \$29,250, which will equate to 130 hours of service.

Lehman said if all 130 hours that are allowed by this agreement are used, this agreement will be deemed complete and a new agreement will be negotiated should the City decide to continue working with this contractor.

There is no expiration date for this agreement. However, Lehman said if any of the events in the agreement that would trigger termination of the agreement occur, the terms of the agreement shall be in full force and effect.

Lehman said Elevate's work will include a resiliency project to boost City's network. She added, "We've gone down a couple of times this spring, so this is a high priority project. I've spent a lot of time interviewing companies since I started this position last fall, and I think the scope and expertise of Elevate best fits our current needs and comes highly recommended by a few other regional communities."

In response to a question from Board member Landis, Lehman said she expects the company will conclude its work by the end of the year.

Under a scope of services, Elevate Technology Partners Contractor will provide City the services including but not limited to on-call consulting services regarding the network, voice server, storage, virtualization data, AI readiness and Microsoft.

Landis/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services. The motion passed 3-0.

NOTE: For this added agenda item, City Paralegal Christina Bonham presented the Board with a one-page memorandum, dated May 28, 2026, and an 8-page agreement with Elevate Technology Partners (EXHIBIT #1).

11) Engineering Department request: Approve Change Order No. 7 in the amount of \$88,130 and an additional seven days, to provide underground drainage, for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating has consistently encountered pockets of trapped groundwater flowing within existing utility trenches in Phase 11 of this project. In order to intercept and drain groundwater away from the proposed roadway subbase, Sailor said City staff and Niblock believe that additional underground drainage is necessary.

Sailor said this consists of additional 6-inch perforated PVC pipes at the intersection of Lincoln Avenue and Steury Avenue, as well as field-perforating the proposed 12-inch PVC storm pipes in locations where these cross the roadway. Perforated pipes will be encased in clean No. 8 aggregate, lined with geotextile. Tracer wire would be run with the 6-inch perforated pipes to aid location.

Niblock Excavating provided linear foot prices of \$149 for the 6-inch pipes and \$159 for the 12-inch pipes, each including all labor and materials. The 6-inch price is comparable to the cost for similar underground drainage installed during the City's recent reconstruction of Hackett Road. Niblock has requested seven (7) days to be added to the contract to complete this work.



Sailor asked that the Board approve Change Order No. 7 for \$88,130. This change, along with previous changes, increases the value of the contract by 3.26%. Goshen Redevelopment approved Change Order No. 7 at the May 12, 2026, Redevelopment Commission meeting.

Landis/Myers made a motion to approve Change Order No. 7 in the amount of \$88,130.00 and an additional seven days, to provide underground drainage. The motion passed 3-0.

12) Engineering Department request: Approve the balancing Change Order No. 3 by reducing the contract by \$306,716.22, for a final contract amount of \$4,348,010.79 for the Asphalt Paving Project
City Director of Public Works & Utilities Dustin Sailor provided the Board with Change Order No. 3 - A Balancing Change Order for the 2026 the Asphalt Paving Project.

Sailor said the change order would reduce the amended contract price by \$306,716.22 making the final contract amount \$4,348,010.79. This amount is 4.79% under the contract amount of \$4,654,727.00 due to the previous change orders.

Contract amount as previously amended:	\$4,654,727.00
Change Order No. 3:	\$ -306,716.22
Revised contract amount:	\$4,348,010.79

Landis/Myers made a motion to approve the balancing Change Order No. 3 by reducing the contract by \$306,716.22, for a final contract amount of \$4,348,010.79. The motion passed 3-0.

13) Engineering Department request: Permit Maple Indian, 127 South Main Street, to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026

City Civil Engineer Brad Minnick told the Board that Maple Indian, 127 South Main Street, has provided a sufficient Temporary Outdoor Seating in the Public Right-of-way application for 2026.

Goshen Engineering recommended approval of the Maple Indian's Outdoor Seating in the Public Right-of-way application through Oct. 30, 2026.

Rosie Morales Singh, the owner of Maple Indian, asked if a new application will need to be completed next year.

Mayor Leichty responded that a new application must be filed every year for outdoor seating but added that the City "will try to make it as painless as possible."

Landis/Myers made a motion to permit Maple Indian to install outdoor seating as detailed and in accordance with the requirements contained in the Temporary Outdoor Seating in Public Right-of-way application through Oct. 30, 2026. The motion passed 3-0.

14) Engineering Department request: Approve the closure of the sidewalk and four parking spaces on the south side of the Abogado Law Firm office, at Main Street and Lincoln Avenue, for a vault closure
City Director of Public Works & Utilities Dustin Sailor told the Board that Yaw Construction has begun working on closing the vault at the Abogado Law Firm office, 102 North Main Street.

He requested retroactive approval for four parking spaces to be closed – four on the south side of the building to accommodate dump trailers and trucks. The sidewalk on the south side of the building also has been closed for the safety of pedestrians. The closure will be in effect until June 4.

Landis/Myers made a motion to approve the closure of sidewalk and four parking spaces on the south side of the Abogado Law Firm office for the vault closure. The motion passed 3-0.

15) Engineering Department request: Approve the Annual Operational Report and authorize the Mayor to sign the certification



City Civil Engineer Brad Minnick told the Board the City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue University. Minnick said a completed Annual Operational Report prepared by the Clerk-Treasurer's Office and Street Department is attached. The final page of the report is a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor. Minnick asked the Board to approve the Annual Operational Report and authorize the Mayor to sign the certification. Clerk-Treasurer Aguirre said, "This really is a team effort involving a lot of people, but I think it's important to acknowledge the extraordinary contributions of Kendra Collat, the City Asset Manager, for the Department of Innovation and Technology. She kept everybody moving forward ... and it's a very complete report." Landis/Myers made a motion to approve the Annual Operational Report and authorize the Mayor to sign the certification. The motion passed 3-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichthy opened Privilege of the Floor at 4:38 p.m. There were no comments.

ADJOURNMENT

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 4-0.

ADJOURNMENT

Mayor Leichthy adjourned the meeting at 4:39 p.m.

EXHIBIT #1: City Paralegal Christina Bonham presented the Board with a one-page memorandum, dated May 28, 2026, and an 8-page agreement with Elevate Technology Partners LLC for added agenda item #10, Technology Department request: Approve and authorize Mayor Leichthy to execute the agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services.

APPROVED:


Mayor Gina Leichthy



Michael A Landis
Mike Landis, Member

[Signature]
Orv Myers, Member

[Signature]
Mary Nichols, Member

Barb Swartley
Barb Swartley, Member

ATTEST:

[Signature]
Richard R. Aguirre, 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.goshen.in.gov

May 28, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal/Presented by Mattie Lehman, Director of Innovation and Technology

Subject: Agreement with Elevate Technology Partners for On-Call Information Technology Services

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services.

The total possible cost allowed per this Agreement for On-Call Information Technology Services is not to exceed \$29,250.00. The City will only be charged if services are needed. The hourly rate for services is \$225.00/hour. The total possible hours allowed per this Agreement are 130 hours.

If all 130 hours that are allowed by this Agreement are used, this Agreement will be deemed complete and a new Agreement will be negotiated should the City decide to continue working with this Contractor.

There is no expiration date for this Agreement. However, if any of the events in the Agreement that would trigger termination of the Agreement occur, the terms of the Agreement shall be in full force and effect.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Elevate Technology Partners to allow the City to enter into an agreement for On-Call Information Technology Services.

AGREEMENT WITH ELEVATE TECHNOLOGY PARTNERS LLC FOR ON-CALL INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is entered into on May 29, 2026, which is the date of the last signature set forth on the signature page, by and between **Elevate Technology Partners LLC** ("Contractor"), whose mailing address is 5496 Glenwood Hills Pkwy SE, Grand Rapids, MI 46512, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor's Quote (#CQ000030118) dated May 5, 2026, and attached to this Agreement as Exhibit A.
- (B) 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 Proposal Contractor's Quote (#CQ000030118) dated May 5, 2026.

Section 2. Scope of Services

Contractor shall provide City the services including but not limited to on-call consulting services regarding the network, voice server, storage, virtualization data, AI readiness and Microsoft, which services are more particularly described in Contractor's May 5, 2026, proposal 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 proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving notice for on-call consulting services. There is no end date to this Agreement unless triggered by an event stated in this Agreement.

Section 4. Compensation

City will compensate Contractor for the actual hours worked based on the standard hourly rate of \$225.00/hour, but in no event will the total compensation exceed 130 hours or \$29,250.00 without prior written agreement.

Section 5. Payment

- (A) City shall pay Contractor for hours billed for Duties satisfactorily completed under this Agreement on an as needed basis.
- (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 Innovation and Technology
202 S. 5th Street
Goshen, IN 46528
Email is also acceptable at mattielehman@goshencity.com

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

Section 6. 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

- (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 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

- (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 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

- (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) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

Section 15. 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 16. Default

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

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.

- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 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: Elevate Technology Partners LLC
Attention: Andrea Bond
5496 Glenwood Hills Pkwy SE
Grand Rapids, MI 49512

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

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 23. 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 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

Elevate Technology Partners LLC

Andrea Bond

Gina M. Leichty, Mayor

Andrea Bond, Vice President of Operations

Date Signed: May 28, 2026

Date Signed: May 28, 2026

QUOTE # CQ000030118

Quote Details

Create Date	05 / 05 / 2026	Prepared By	Mitch Yeager
Expire Date	05 / 15 / 2026	Phone	260.609.3586

Account Information

Account Name	City of Goshen	Contact Name	Mattie Lehman
Shipping Address	202 S 5th St Goshen, IN 46528	Billing Address	202 S 5th St Goshen, IN 46528
Phone	+574.537.3818	Email	mattielehman@goshencity.com

Product	QTY	Unit Price	Total Price
ELEVATE SERVICES			
Advanced Elevate Consulting - Do Not Exceed NETWORKVOICE SERVER/STORAGE/VIRTUALIZATION DATA/AVI READINESS MICROSOFT BE BILLED AT ACTUAL	130	\$225.00	\$29,250.00
			\$29,250.00
	Subtotal		\$29,250.00
	Total		\$29,250.00

~~TERMS & CONDITIONS~~

~~This quote is subject to the Terms and Conditions found on our website (www.letselevate.tech/terms). These terms are considered to be the most recent and take precedent over any other previously written or implied terms and conditions.~~

Thank you for the opportunity to earn your business.

PAYMENT TERMS

Payment
Frequency

One-Time

Payment
Terms

Payment Due Net 30 from Receipt of Invoice

CUSTOMER APPROVAL

Signature

Date

Name

Title

PO#:



CERTIFICATE *of* SIGNATURE

REF. NUMBER
BB87P-SMYNC-JNWJR-JUYWS

DOCUMENT COMPLETED BY ALL PARTIES ON
28 MAY 2026 17:16:13
UTC

SIGNER

TIMESTAMP

SIGNATURE

ANDREA BOND

EMAIL
ANDREA.BOND@LETSELEVATE.TECH

SENT
28 MAY 2026 17:16:12

SIGNED
28 MAY 2026 17:16:13



IP ADDRESS
75.12.81.41

LOCATION
GRAND RAPIDS, UNITED STATES

