

Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

The Board met in due form with the following members present: Michael Repay Jerry Tippy and Kyle W. Allen, Sr. They passed the following orders, to wit:

The Pledge was given followed by a Moment of Silence.

A courtesy copy of the agenda and notice of this meeting was emailed by Rose Koliboski/Heather Rodziewicz to NWI Times and Chicago-Tribune Newspapers on the 5th day of December, 2025 at about 1:34 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 5th day of December, 2025 at about 1:34 p.m.

Public Virtual Conference: WWW.LAKECOUNTYIN.GOV

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections: 2.1 – 2.31: Listed below.

Allen made a motion, seconded by Tippy, to accept the Agenda as amended. Motion carried 3-0.

2.1 ADDITION: Prosecutor (Item #13.6): 2026 Public Official Bond for Bernard Carter.

2.2 ADDITION: Commissioners (Item #10.4): Corrected Notice of Joint Executive Session.

2.3 ADDITION: HVAC (Item #8.135): Hobart Township Assessor's Offices rear HVAC unit replacement; Approval for Artic Engineering proposal for #13,450.00, two other proposals received were Air Comfort \$14,795.00 and Gatlin \$14,800.00

2.4 DELETION: Public Defender (Item #8.77): Brett R. Galvan 2026 Legal Services Agreement in the amount of \$50,000.00

2.5 DELETION: Health Dept (Item #8.52): Contract with Indiana University School of Medicine in the amount of \$75,000.00

2.6 DELETION: Health Dept (Item #8.51): Contract with Purdue Ext. in the amount of \$22,365.00

2.7 DELETION: Health Dept (Item #8.45): Contract with Franciscan CHW in the amount of \$128,000.00

2.8 ADDITION: Recorder (Item #13.7): 2026 Public Official Bond for Regina M Pimentel

2.9 ADDITION: Council (Item #11.1): Ordinance 1515A Establishing the Lake County Health Department's Autism Trauma and Injury Prevention Grant Fund, A Non-Reverting Fund

2.10 ADDITION: Council (Item #11.2): Lake County Part-Time Employees Pay Rate Ordinance for 2026 (1515B)

2.11 ADDITON: Council (Item #11.3): Ordinance Concerning Holiday Schedule for the Calendar Year of 2026 (1515C)

2.12 ADDITION: Calumet Twp (Item #10.5): Poor Relief Appeals Decisions

2.13 ADDITION: Elections (Item #8.136): Contract with Michael E. Tolbert in the amount of \$90.00/hour not to exceed \$26,730.00 for the year of 2026

2.14 ADDITION: Elections (Item #8.137): Contract with Carly A. Brandenburg in the amount of \$90.00/hour not to exceed \$26,730.00 for the year 2026

2.15 ADDITION: Elections (Item #8.138): Contract with Boss Reporters for the year of 2026. Fee schedule is attached.

2.16 ADDITION: Highway (Item #8.139): Counter Offer Parcel 1, Clark Street Culvert in the amount of **\$28,105.00**

2.17 ADDITION: Lake Superior Court Div Rm 2 (Item #8.140): Legal Service Agreement with John Cantrell from February 1, 2026 through December 31, 2026 in the amount of \$2,593.50/month not to exceed \$31,122.00 for the year

2.18 ADDITION: Highway: (Item #8.141): Calumet Township Septic Tank Elimination Project No. 1, Administration, Operations and Maintenance Agreement with Astbury Water Technology; Recommendation of a Three-Year Contract with a total monthly cost of **\$12,250.00**

2.19 ADDITION: Highway: (Item #8.142): Addendum #1 Sanitary Sewer Collection System Project for Oakwood Hills Subdivision

2.20 ADDITION: Commissioners (Item #8.143): Recommend approval of proposal by TLC Plumbing, Inc. to replace two wash stations at the Highway Department Garage in the amount of \$5,800.00 (lowest bid)

2.21 ADDITION: Commissioners (Item #8.144): Recommend approval for TLC Plumbing, Inc. to remove and install new stainless-steel combination toilet-sink at the Juvenile Center in the amount of \$5,350.00

2.22 ADDITION: Coroner (Item #8.145): Recommend the approval for a 2025 Chevrolet Express 3500 Cargo Van from Garber Chevrolet of Highland in the amount of \$45,740.28.

2.23 ADDITION: Coroner (Item #8.146): Recommend the approval for the purchase of new Motorola Radios in the amount of \$59,214.24

2.24 ADDITION: Commissioners (Item #8.147): Recommend approval of Annual Maintenance Agreement with Otis Elevator in the amount of \$57,702.90.

2.25 ADDITION: Superior Court (Item #): Request for Property Disposal

2.26 ADDITON: Commissioners (Item #8.148): Recommend approval of service agreement with Johnson Controls in the amount of \$59,589.68 for the Lake County Jail.

2.27 ADDITION: Commissioners (Item #8.149): Recommend approval of annual planned service agreement with Johnson Controls in the amount of \$24,822.32 for the Juvenile Center.

2.28 DELETION: (Repetitive) Commissioners (Item #8.132): Addendum #2 that was issued for the East Stair Replacement Project at the Lake County Government Center on November 12, 2025

2.29 DELETION: (Repetitive) Commissioners (Item #8.131): Addendum #1 that was issued for the East Stair Replacement project at the Lake County Government Center on November 8, 2025

2.30 ADDITION: (Item #3.4): Furniture for Lake Superior Court County Division Room 1

2.31 ADDITION: Assessor (Item #10.6): Request by Assessor for Return of Bid Bond to Cyclical Reassessment based upon new terms.

Order #2 Agenda #3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 – 3.4: Listed below.

Allen made a motion, seconded by Tippy, to allow the opening of bids and quotes. Motion carried 3-0.

3.1 Gasoline for Sheriff's Office

3.2 Façade Improvements Project at Lake County Government Center

3.3 Roof Deck Replacement Project Phase I at East Entrance of the Lake County Government Center

3.4 ADDITON: Furniture for Lake Superior Court County Division Room 1

Order #3 Agenda #5

In the Matter of Approve Specifications For Bids: 5.1 -5.3 Commissioners: Listed below; 8.54 Highway: Advertise Specs: Listed below.

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Order #3 Agenda #5 cont'd

Allen made a motion, seconded by Tippy, to approve Specifications for bids for agenda items 5.1, 5.2, 5.3 and 8.54, as listed below. Motion carried 3-0.

5.1 Commissioners: Approve plans and specifications to publicly bid the Building B second floor toilet upgrades. Bids are due by January 21, 2026 no later than 9:30a.m. in the Lake County Auditor's Office.

5.1 Commissioners: Approve plans and specifications to publicly quote the ADA Site Improvements Project at the Lake County Government Center Complex. Bids are due January 21, 2026 no later than 9:30 a.m.

5.1 Commissioners: Approve plans and specifications to publicly bid the Jail Laundry Electrical Service Upgrades. Bids are due January 21, 2026 no later than 9:30a.m. in the Lake County Auditor's Office.

8.54 Highway: Request to advertise for Community Crossing Matching Grant 2026-1; Rehabilitation for Ridge Road – Colfax Street to Whitcomb Street; Request return date of **Wednesday, January 21, 2026 at 9:30a.m.** to the Lake County Auditor's Office.

Order #4 Agenda #8.1-#8.4

In the Matter of Action To Form Contracts: 8.1 – 8.4 Recorder: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.1 – 8.4 on behalf of Recorder, Contracts listed below. Motion carried 3-0.

8.1 Recorder: Software & Hardware Support Maintenance Agreement Renewal with Naviant in the amount of \$5,524.47 for 2026

8.2 Recorder: Equipment Service Agreement renewal with Ellis Systems in the amount of \$1,600 for 2026

8.3 Recorder: Record Storage and Service Agreement renewal with Records Storage Center, Inc. for 2026

8.4 Recorder: Archive Digital Images to Microfilm contract renewal with US Imaging, Inc. for 2026

Order #5 Agenda #8.5-#8.7

In the Matter of Action To Form Contracts: 8.5 – 8.7 Coroner: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.5 – 8.7 on behalf of the Coroner, Contracts as listed below. Motion carried 3-0.

8.5 Coroner: 2026 Contract with Shiping Bao, M.D. as Pathologist to perform autopsies in the amount \$102,000.00 per annum with monthly payments in the amount of \$10,200.00 with a maximum of weeks per annum.

8.6 Coroner: 2026 Contract with Bio-Med LLC for pickup, treatment and disposal of medical waste in the amount of \$27.08 per container, minimum of 6 (six) containers per pick up with 26 scheduled stops per annum.

8.7 Coroner: 2026 Contract with Zhuo Wang, M.D. Pathologist to perform autopsies in the amount of \$393,000.00 per annum with monthly payments in the amount of \$32,750.00

Order #6 Agenda #8.8-8.14

In the Matter of Action To Form Contracts: 8.8 – 8.14 Commissioners: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.8 – 8.14 on behalf of Commissioners, Contracts and Contract Addendums as listed below. Motion carried 3-0.

8.8 Commissioners: Extension Contractual Services Agreement between Purdue University and Government of Lake County, Indiana

8.9 Commissioners: Contract and Addendum #1 with E.C. Babilla Inc. in the lump sum fee of \$46,832.00 for the roof repairs at the Lake County Jail.

8.10 Commissioners: Addendum #2 for the East Stair Replacement Project

8.11 Commissioners: Legal Services Contract with Attorney Derrick Julkes in the amount of \$2,000.00/month for 2026

8.12 Commissioners: Contract with the Law Offices of Joseph S. Irak, PC for Legal Services for 2026

8.13 Commissioners: Addendum #1 for East Stair Replacement Project

8.14 Commissioners: Wastewater Contract Management Service Agreement with Gertzen Water Management Co. dba Utility Services for Hermit's Lake Lift Station and Sanitary Collection System in Crown Point, IN in the base amount of \$4,200.00 a month for the year 2026

Order #7 Agenda #8.15-8.16

In the Matter of Action To Form Contracts: 8.15 – 8.16 Juvenile Court: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.15 – 8.16 on behalf of Juvenile Court, Contracts as listed below for the year 2026. Motion carried 3-0.

8.15 Juvenile Court: Approve Contract Agreement to House Children from Jasper County Indiana at the Lake County Juvenile Center in the 2026

8.16 Juvenile Court: 2026 DL Consulting Services LLC contract approval to provide mental health services for youth and families involved in the Juvenile Justice System

Order #8 Agenda #8.17

In the Matter of Action To Form Contracts: 8.17 Auditor: Sidwell Contract for software maintenance and support fees in the amount of \$13,403.52 for the year 2026.

Allen made a motion, seconded by Tippy, to approve 8.17 Sidwell Contract for software maintenance and support fees in the amount of \$13,403.52 for the year 2026 on behalf of the Auditor. Motion carried 3-0.

Order #9 Agenda #8.18

In the Matter of Action To Form Contracts: 8.18 E-911: Universal/Master Agreement with AT&T Enterprises, LLC for PSAP Solutions Services.

Allen made a motion, seconded by Tippy, to approve 8.18 on behalf of E-911, Universal/Master Agreement with AT&T Enterprises, LLC for PSAP Solutions Services. (inaudible) Motion carried 3-0.

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Order #10 Agenda #8.19-8.20

In the Matter of Action To Form Contracts: 8.19 Clerk: Legal Service Contract with the Law Office of Weiss, Schmidgall & Hires for 2026 in the amount of \$55,000.00; 8.20 Clerk: Professional Service Consulting Contract with Dossett Consulting LLC for 2026 in the amount of \$10,800.00.

Allen made a motion, seconded by Tippy, to approve 8.19 – 8.20 on behalf of the Clerk, Legal Service Contract with the Law Office of Weiss, Schmidgall & Hires for 2026 in the amount of \$55,000.00 and Professional Service Consulting Contract with Dossett Consulting LLC for 2026 in the amount of \$10,800.00. Motion carried 3-0.

Order #11 Agenda #8.21 – 8.26

In the Matter of Action To Form Contracts: 8.21 – 8.26 Highway: Agreements/Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.21 – 8.26 on behalf of Highway, Agreements/Contracts listed below. Motion carried 3-0.

8.21 Highway: Utility NIPSCO; Location: Various Locations along Clark Street between W 121st Street and W 133rd Avenue; WO#4000008839

8.22 Highway: Utility KJ Survey, LLC; Location: 17277 Holtz Road Lowell, IN 46356

8.23 Highway: Road Cut Agreement; KJ Survey, LLC; Location: 17277 Holtz Road Lowell, IN 46356; Request to install 334 feet of underground CATV cable by method of directional bore from 4202 173rd Avenue to 17277 Holtz Road at a minimum depth of 36" along the directional bore line

8.24 Highway: Utility KJ Survey, LLC; Location: 3708 West 48th Place Gary, IN 46408

8.25 Highway: Road Cut Agreement; KJ Survey, LLC; Location: 3708 West 48th Place Gary, IN 46408; Request to install 144 feet of underground CATV cable by method of directional bore at a minimum depth of 36"

8.26 Highway: Utility NIPSCO; Location: 10928 Wicker Avenue St. John, IN; WO #4000091949

Order #12 Agenda #8.27-8.28

In The Matter of Action To Form Contracts: 8.27 Surveyor: Renew existing Contract for 2026 between The Lake County Surveyor and Turning Point Surveying, Inc. at a rate of \$140.00 per hour not to exceed \$35,328.00; 8.28 Surveyor: Renew a Contract between The Lake County Surveyor and DLZ Indiana, LLC and Assistant Deputy Surveyor and Frank Stewart.

Allen made a motion, seconded by Tippy, to approve agenda items 8.27 and 8.28 on behalf of Surveyor, Renew existing Contract for 2026 between The Lake County Surveyor and Turning Point Surveying, Inc. at a rate of \$140.00 per hour not to exceed \$35,328.00 and Renew a Contract between The Lake County Surveyor and DLZ Indiana, LLC and Assistant Deputy Surveyor and Frank Stewart. Motion carried 3-0.

Order #13 Agenda #8.29-8.30

In The Matter of Action To Form Contracts: 8.29 Elections: Service Maintenance Contract on Election Poll Pads with KnowInk; 8.30 Elections: Service Contract with Microvote General Corporation on Infinity Voting Machines for 2026.

Allen made a motion, seconded by Tippy, to approve 8.29 and 8.30 on behalf of Board of Elections, Service Maintenance Contract on Election Poll Pads with KnowInk, contract term January 1, 2026 to December 31, 2028 and Service Contract with Microvote General Corporation on Infinity Voting Machines for 2026.

Order #14 Agenda #8.31

In the Matter of Action To Form Contracts: 8.31 Data: Service Agreement Bucher Tech Inc. for Printers.

Allen made a motion, seconded by Tippy, to approve 8.31 on behalf of Data, Service Agreement with Bucher Tech Inc. for Printers, term of contract January 1, 2026 to December 31, 2026. Motion carried 3-0.

Order #15 Agenda #8.32-8.34 w/#8.36-8.37

In the Matter of Action To Form Contracts: 8.32-8.34; 8.36-8.37 Assessor: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.32, 8.33, 8.34, 8.36 & 8.37 on behalf of Assessor, Contracts listed below. Motion carried 3-0.

8.32 Assessor: Income Works Assessment Advisors, LLC License-January 1, 2026 – December 31, 2026 will pay Assessment Advisors ANNUAL \$57,855 WILL be divided between the – County Office \$37,905 and \$3,990 for each Township Office. (Calumet, Center, Hobart, Ross and St. John)

8.33 Assessor: Ricardo Hall of Quintairos, Prieto, Wood & Boyer P.A. – January 1, 2026 – December 31, 2026, monthly flat fee \$13,000.00 payable on the first Friday of each month.

8.34 Assessor: Suburban Cash Register – December 2, 2025 thru December 1, 2026 Service Agreement Annually \$969.12 paid quarterly \$242.28

8.36 Assessor: Angela M. Jones of Pillar Jones -Assessor January 1, 2026 – December 31, 2026 agrees to pay the Attorney an hourly rate of \$175.00/hr not to exceed \$50,000.00 annually.

8.37 Assessor: Ayn K. Engle, Attorney At Law -January 1, 2026 – December 31, 2026 – The Assessor agrees to pay the Attorney an hourly rate of \$250.00/hr for Ayn Engle and for all other Attorneys an hourly rate of \$150.00/hr, not to exceed \$50,000.00 annually.

Order #16 Agenda #8.35

In the Matter of Action To Form Contracts: 8.35 Assessor: Recommendation of vendor for the Cyclical Reassessment Contract.

Comes now, Attorney Fech, spoke before the Board of Commissioners, on behalf of the Assessor, for agenda item 8.35, stated, "this was a Contract that was originally submitted, Assessor was able to renegotiate the terms of the Contract, saving the County six hundred thousand dollars, at the time that the bid was received, there was a bid bond that was submitted, to the Board of Commissioners, based upon the original bid amount, the Assessor is requesting that that bid bond check be returned and that a new bid bond check be received based upon the value of the new Contract", Tippy spoke, "So, we are not choosing to award the Contract at this time?" Fech, responded, "we're going to award based upon the new number, the savings of the six hundred thousand dollars that she was able to renegotiate", Tippy continued, "ok, but we still need to take on a new bid bond, even after the award?" Fech replied, "that's correct, based upon the new contract value", end discussion. Assessor Spearman, present. Cont'd.

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Order #16 Agenda #8.35 cont'd

Allen made a motion, seconded by Tippy, to approve 8.35, Recommendation of Vendor for the Cyclical Reassessment Contract on behalf of the Assessor, Contract is between Nexus Ltd. And the Board of Commissioners of the County of Lake, Indiana for the purpose of performing a Cyclical Reassessment and annual adjustments as required by State statute, Assessment Years of 2027, 2028, 2029 and 2030 with phases I, II, III and IV for the four-phase cyclical reassessment beginning on May 1, 2026, with a total across all four years not to exceed \$7,093,800.00. Motion carried 3-0.



8.35

ReassessmentContr:



PRESCRIBED CONTRACT FOR ANNUAL ADJUSTMENTS AND CYCLICAL REASSESSMENT

State Form 55930 (R2 / 3-21)

This Contract is entered into by and between
Nexus LTD ("Contractor," which term shall include the Contractor's principals), the Lake County Assessor, and the Board of County Commissioners of Lake County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Lake County, Indiana).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of performing a cyclical reassessment as required by IC 6-1.1-4-4.2(a)(6) and 50 IAC 2.4 and annual adjustments (or "trending") as required by IC 6-1.1-4-4.5 and 50 IAC 27;
- B. The County has advertised for bids as required by IC 6-1.1-4-18.5(b) and has fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Contractor's principal(s) or contract executor is a Professional Appraiser as the term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7, is certified by the Department of Local Government Finance ("Department") pursuant to 50 IAC 15-3 and 50 IAC 15-4, and the Contractor was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of property;
- D. The County has awarded the bid to the Contractor and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15 and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract;
- F. The Department has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-4-17(a) and 18.5(e), including the right to approve or deny the employment of the Contractor; and
- G. The County, the Contractor, and the Department understand that for purposes of performing a cyclical reassessment, the term of this Contract may, due to authorization from the Indiana Department of Administration, cover all four years of a cyclical reassessment.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County and the Contractor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated by reference into this Contract.

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Order #16 Agenda #8.35 cont'd

2. Duties of the Contractor. The Contractor shall provide technical assistance to the County in connection with the determination of annual adjustments to real property in Lake County for the Assessment Year(s) of 2027, 2028, 2029 and 2030, as well as assistance with phase(s) I, II, III and IV of the four-phase cyclical reassessment beginning on May 1, 2026, as requested and assigned by the authorized designee of the County, under the terms and provisions of this Contract, in accordance with and in furtherance of all rules governing the assessment of real property promulgated by the Department and all other applicable laws, statutes, ordinances, or administrative rules.

A. Annual Adjustments.

1. The class(es) of property to be reviewed by the Contractor under this Contract is/are limited to Complete as applicable: Agricultural, Residential, Commercial, Industrial, Utility and Exempt in the specified townships as applicable
2. For the class(es) of property listed in paragraph 2(A) of this Contract, the Contractor will complete all responsibilities imposed upon an assessing official under IC 6-1.1-4-4.5 and 50 IAC 27 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the County as listed in paragraph 3 of this Contract, including but not limited to:
 - (a) Perform ratio studies using the methods or combination of methods acceptable under 50 IAC 27, which incorporates by reference the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO"), or other acceptable appraisal methods approved by the Department.
 - (b) Use a valuation date of January 1.
 - (c) Use verified sales of properties occurring within the twelve months preceding the relevant valuation date in performance of the ratio studies.
 - i. Sales occurring before or after the assessment date shall be trended, if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
 - ii. If available sales data are insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time-trending the sales data as described in the IAAO standard.
 - iii. If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor and the Department and the County expressly approve the Contractor's determination in writing, the Contractor shall review one or more of the following to derive an annual adjustment factor:
 - (aa) Craftsman cost and depreciation tables from the last quarter of the calendar year preceding the assessment date.
 - (bb) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.
 - (cc) Commercial real estate reports.

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(dd) Governmental studies.

(ee) The independent study performed by the Indiana Fiscal Policy Institute.

(ff) Other information or data to determine an annual adjustment factor.

- (d) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (e) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
- (f) Review ratio studies for each listed property class and examine the coefficient of dispersion and price-related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
- (g) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the County and the Department in the manner and format specified in 50 IAC 27-4-1 through 50 IAC 27-4-7.
- (h) Notify the County and the Department if any ratio study reveals a coefficient of dispersion and/or price-related differential that is outside the appropriate ranges set in 50 IAC 27-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 27.
- (i) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price-related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

(Paragraphs (A)(2)(j) through (2)(m) are optional provisions to be included if this Contractor will also be responsible for the following services related to sales disclosure forms. If this Contractor WILL be responsible for the following services related to sales disclosure forms, then check these provisions.)

- (j) No later than fifteen business days prior to September 1 of the contract year, the Contractor shall submit to the County and the Department all parcel data in the specified formats as required by IC 6-1.1-4-25 that are set forth at 50 IAC 26 and on the Department website at www.in.gov/dlaf/4699.htm to be utilized by the Department and the Legislative Services Agency ("LSA") in accordance with IC 6-1.1-33.5-3.
- (k) The Contractor will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and LSA.
- (l) Verify all sales disclosure forms forwarded to the Contractor that the County received under IC 6-1.1-5.5-3.
- (m) No later than fifteen business days before February 1 of each assessment year, the Contractor must submit to the County all sales disclosure data for the preceding year in the electronic format specified by the Department.

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Order #16 Agenda #8.35 cont'd

B. Cyclical Reassessment.

1. The group(s) of parcels of real property containing approximately 25% or more of the parcels within each class of real property in the County (as prescribed by the County's reassessment plan as approved by the Department) and which the Contractor is to review pursuant to this Contract ("group(s)") is/are limited to: Agricultural and/or Residential, Commercial, Industrial, Utility, Exempt.
2. For the group(s) of property listed in paragraph 2(B), the Contractor will complete all responsibilities imposed upon an assessing official under IC 6-1.1-4 and 50 IAC 2.4 regarding the assessment of real property for phase(s) I, II, III and IV of the cyclical reassessment, unless such responsibilities are specifically retained by the County as listed in paragraph 3, including but not limited to:
 - (a) Perform the physical inspection, as that term is defined in the Request for Proposal issued by the County and which gave rise to this Contract, which definition is incorporated by reference herein, of all real property in the group(s) specified in paragraph 2(B), for which physical inspection shall begin on May 1, 2026 and be completed on or before January 1, 2030.
 - (b) Recommend to the County the True Tax Value, as that term is defined in the 2021 Real Property Assessment Manual and Guidelines, of all parcels in the group(s) using the guidelines determined by the Department.
 - (c) Compliance with IC 6-1.1-4-4.2(a)(8)(A) to physically inspect each parcel of real property in the group(s) being reassessed, may be satisfied using various approaches. The following is a list of suggestions:
 - i. As a basic procedure, visually inventory the property with the property record card in hand, and confirm that all buildings, structures, and improvements ("improvements") are properly described on the property record card, and
 - (aa) if any improvements do not appear to be properly described, take the necessary measurements to properly describe the improvements on the property record card;
 - (bb) if any improvements do not have photographs attached to the property record card, and the County believes it is appropriate to have a photograph of the improvement, take the photograph and include it with the property record card; and
 - (cc) if any buildings or structures have been added to the land that do not appear to be fully described, exterior measurements must be obtained. If the County believes an interior inspection is desirable, seek the *permission* of the owner to enter the building or structure. If no owner or representative of the property is present, leave a printed form such as a door hanger requesting the property owner or representative contact the Contractor to make arrangements for the in-structure inspection. The printed form shall make clear that the property owner/representative may choose not to have an interior inspection.
 - ii. As an alternative to on-site inspections, the following procedures are suggested:
 - (aa) *[Check if the County requires the Contractor to comply with these procedures.]* If the County has a construction permit process and maintains active updating of property record cards, physical inspection may include review of building permits, sales disclosure forms, multiple listing service property data, and inspection of aerial photography. A visual inspection of the property from the street is desirable, but may not be necessary in every case. In cases where the Contractor does not intend to send an employee to the property, a written explanation shall be provided to the County, to which the County shall consent in writing.
 - (bb) *[Check if the County requires the Contractor to comply with these procedures.]* If the County does not have a construction permit process and does not actively update property record cards, the Contractor's personnel shall make a visit to each property as described in paragraph 2(B).
 - (cc) *[Check if the County requires the Contractor to comply with these procedures.]* If the County records available are less than a construction permit process and active updating of property record cards but more informative than having no current records, the Contractor shall perform the duties of physical inspection by classes described as follows:

[The County shall insert the level of physical inspection required for each class of property. If completing this subsection, check preceding box.]

 - (A) Agricultural: _____
 - (B) Residential: _____
 - (C) Commercial: _____
 - (D) Industrial: _____
 - (E) Exempt: _____
 - (F) Utility: _____

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ii. As an alternative to on-site inspections, the following procedures are suggested:

- (aa) *[Check if the County requires the Contractor to comply with these procedures.]* If the County has a construction permit process and maintains active updating of property record cards, physical inspection may include review of building permits, sales disclosure forms, multiple listing service property data, and inspection of aerial photography. A visual inspection of the property from the street is desirable, but may not be necessary in every case. In cases where the Contractor does not intend to send an employee to the property, a written explanation shall be provided to the County, to which the County shall consent in writing.

- (bb) *[Check if the County requires the Contractor to comply with these procedures.]* If the County does not have a construction permit process and does not actively update property record cards, the Contractor's personnel shall make a visit to each property as described in paragraph 2(B).

- (cc) *[Check if the County requires the Contractor to comply with these procedures.]* If the County records available are less than a construction permit process and active updating of property record cards but more informative than having no current records, the Contractor shall perform the duties of physical inspection by classes described as follows:

[The County shall insert the level of physical inspection required for each class of property. If completing this subsection, check preceding box.]

(A) Agricultural: _____

(B) Residential: _____

(C) Commercial: _____

(D) Industrial: _____

(E) Exempt: _____

(F) Utility: _____

- (d) Adequately provide for the creation and transmission of real property assessment data in the form required by LSA and the Department's division of data analysis.

- (e) Complete the appraisal of: (1) one-third of the parcels in a group before August 1 of the year in which the group's reassessment under the County's reassessment plan begins; (2) complete the appraisal of two-thirds of the parcels in the group before November 1 of the year following the year in which the group's reassessment begins; and (3) complete the appraisal of all the remaining parcels in the group before January 1 of the year following the year in which the group's reassessment begins.

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- (f) File appraisal reports with the County for: (1) the one-third of the parcels in a group appraised before August 1 of the year in which the group's reassessment under the County's reassessment plan begins; (2) the two-thirds of the parcels in the group appraised before November 1 of the year following the year in which the group's reassessment begins; and (3) all the remaining parcels in the group appraised before January 1 of the year following the year in which the group's reassessment begins.
- (g) In preparing the appraisals, utilize cost and depreciation tables set forth in the 2021 Real Property Assessment Manual and Guidelines and any related updates thereto.

C. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level III assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level III assessor-appraiser certified under IC 6-1.1-35.5. Additionally, a level III assessor-appraiser certified under IC 6-1.1-35.5 must personally fulfill the following duties: *[Specify, in detail, the precise obligations that the County desires to be handled personally by the level III assessor-appraiser.]*

- (1) Final value recommendations
- (2) Subjective parcel data such as grade, condition, effective age and market adjustment factors
- (3) Statistical analysis as may be required for trending
- (4) Ratio Study completion and submission
- (5) On-site project supervisor
- (6) All commercial and industrial assessments
- (7) all real property appeal hearings and valuation recommendations involving commercial and industrial property

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D. Administrative personnel employed by the Contractor may be used to fulfill the following duties: [Specify, in detail, the precise obligations that the County does not intend to require a level III assessor-appraiser to handle personally.]

(1) General office duties only.

(Paragraph 2(E) is an optional provision to be included if the Contractor will be responsible for services related to new construction.)

F. Under the terms of this Contract, the Contractor shall assist the County in the collection of data pertaining to new construction and demolition permits and the examination of new construction and demolition from the previous year(s) (2026 and prior _____). The Contractor shall physically inspect commercial & industrial property classes, all permits within those classes only in the specified townships

[state number of parcels by property class] parcels within the County for the year(s) 2027 to 2030 based on permits, Form 135s, or other information as provided by the County.

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(1) For each building permit issued to the Contractor, a representative of the Contractor shall visit, inspect, list, measure, and grade the improvement specified in the permit. For each demolition permit issued to the Contractor, a representative of the Contractor shall visit and inspect the improvement specified in the permit.

(2) When possible, the contractor shall gain an interior inspection or gain interior information. If no one is present to permit interior access, the Contractor shall leave a door hanger at the property to provide the owner a means of contacting the County to provide interior information.

(3) The Contractor will / will not be responsible for digital photographing of new improvements and additions or other changes to those improvements.

(4) If the Contractor locates an improvement that is under construction or under demolition at the time of a field inspection, a notation to that effect will be placed on the property record card indicating the estimated percentage of completion or demolition at the time of the inspection.

(5) The Contractor shall provide a rate per parcel for any overages in parcel count to be collected or reviewed on a yearly basis. The overage charge(s) shall be \$ not applicable

(6) The Contractor shall perform data entry for all parcels for cyclical reviews and new construction in the specified townships

[State property class type(s).] new construction permit parcels. The overage charge(s) shall be \$ not applicable

3. Responsibilities of the County. The Contractor will not be responsible for the following duties as provided in IC 6-1.1-4, which are retained by the County for performance by the County's staff or are contracted by the County to a third party:

A. Duties retained by the County for performance by the County's staff:

(1) Send notices of assessment to each affected taxpayer pursuant to IC 6-1.1-4-22(a) and (b).

(2) Maintain an electronic data file of the parcel characteristics and parcel assessments of all parcels and the personal property return characteristics and assessments by return for the County as of the assessment date.

(3) Maintain the electronic file in a form that formats the information with the standard data, field, and record-coding required and approved by LSA and the Department.

(4) Transmit the data in the file with respect to the assessment date of January 1, 20_____, to the Department in a manner that meets the data export and transmission requirements in a standard format as prescribed by the Indiana Office of Technology ("IOT") established by IC 4-13.1-2-1 and approved by LSA.

(5) Resubmit the data in the form and manner required under this subsection, upon request of LSA or the Department, if data previously submitted under this subsection does not comply with the requirements of this subsection, as determined by LSA or the Department. An electronic data file maintained for a particular assessment date may not be overwritten with data for a subsequent assessment date until a copy of an electronic data file that preserves the data for the particular assessment date is archived in the manner prescribed by IOT and approved by LSA.

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(6) [Check if the County is to perform data entry.] Perform the following data entry: by property types and functions for non-specified townships

B. Duties to be contracted to a third party: None.

4. Final Authority to Determine Assessed Values. The final determination of the appropriate assessed values is and shall remain the responsibility of the County.

5. Contract Representative. The County Assessor shall be the Contract Representative to serve as the primary contact person for the County under the Contract.

6. Contractor Employees: Project Manager. The Contractor shall assign by name an Indiana level III assessor-appraiser as project manager. The assigned Indiana level III assessor-appraiser shall be Frank S. Kelly and the current contact information for the assigned person is:

Address (number and street, city, state, and ZIP code):

P. O. Box 283

Zionsville, IN 46077

Work telephone: (317) 753-0004 Home telephone: (n/a) Cell number: (317) 753-0004

E-mail address: frank@nexusLTD.co DLGF student ID number: 1625

Date of issuance assessor-appraiser certificate (month, day, year): Feb. 3, 2010

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all values generated by any form of assessment under this Contract will be completed before such values are required by the Department in order to set tax rates. A Work Plan must be attached to, and incorporated into, this Contract before this Contract may be uploaded pursuant to IC 6-1.1-4-18.5.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. Identification. All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the individual and the Assessor's signature. All vehicles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

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10. Office Space; Computer Support. The County shall / shall not provide the Contractor with office space and shall / shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space and/or computer support in connection with the performance of this Contract.

11. Work Product Delivery. The Contractor shall be responsible for the delivery of the following products to the County at the completion or termination of this Contract, including all media in which the materials may be retained:

- A. documentation of procedures used throughout the annual adjustment and reassessment programs;
- B. any and all training materials and manuals used to train the Contractor's staff;
- C. all field worksheets for each parcel of real property;
- D. all maps and/or other information provided for the Contractor by the County;
- E. all information gathered, created, or reviewed for the verification of sales disclosure forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- F. all ratio studies and supporting documentation.

12. Contractor Support for Appeals. The duties of the Contractor in this paragraph shall last until all appeals with respect to assessed values recommended by the Contractor have been resolved, regardless of the earlier termination of this Contract.

- A. The Contractor shall provide unlimited eight hour business days for support of values after mailing of Notices of Assessment (Form 11s), utilizing personnel familiar with the entire reassessment and annual adjustment processes, including re-inspection of property or explanation of ratio studies as may be needed. Days required above the unlimited eight hour business days shall be provided at the request of the County at a rate of \$0 per business day.
- B. If an assessed value recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least five days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. The Contractor shall provide unlimited hours/ days for this service. Hours/ days required above this amount shall be provided at the request of the County at a rate of \$0 per hour/ day.

13. Consideration. The County shall pay the Contractor a fee of \$ \$215,000 annually for annual adjustments & trending / ratio study & land order; and \$ 30,500 annually for comm. & industrial new construction assessments, site visits etc; and \$1,527,950 annually for each phase of the Cyclical Reassessment with a total across all four years not to exceed \$ 7,093,800 in specified townships only

in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 15. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the consideration required under this Contract.

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14. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

15. Time and Manner of Payment. The Contractor shall be paid as follows:

- A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly (specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly) progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records and the submission of the reports to the County. Payment shall be made to the Contractor within 30 days after approval by the County.
- B. If all work of the Contractor is not completed under this Contract by the completion date specified in paragraph 18 or if all required data is not submitted to the County by the Contractor in the appropriate format in a timely manner, then all further payments under this Contract may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 30 days after such approval by the County, subject to other terms of this Contract. The County is solely responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor.

16. Penalties. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of \$ 1000 per business day that any part of the performance by the Contractor remains incomplete after the applicable due date for the relevant assessment years specified in Section 18 of this Contract; subject, however, to delays described in Sections 25B and 34 of this Contract.

17. Professional Appraiser Certification; Contract Void on Revocation.

- A. A material inducement for entering into this Contract is that the Contractor's principal(s) or contract signatory has been certified as a "Professional Appraiser" under IC 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that its principal(s) or contract signatory is certified as a "Professional Appraiser" at the time of entering into this Contract. This Contract is void and unenforceable if the Contractor is not certified as a "Professional Appraiser" on the date this Contract is executed.
- B. The Contractor's principal(s) or contract signatory will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing this certification status or if any Notice is issued to the Contractor's principal(s) or contract signatory pursuant to 50 IAC 15-3-6(b).
- C. Pursuant to IC 6-1.1-31.7-4, this Contract is void and unenforceable and the Contractor may not receive additional funds if this certification is revoked.

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18. Term of Contract. This Contract commences on the date the Contractor and the County sign and the Contractor shall commence work under this Contract within ten days of the date of signing, but not before May 1, 2026 with regard to reassessment-related responsibilities. The Contractor shall complete all reassessment work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before January 1, 2030, and all annual adjustment work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before May 1, 2030 (*July 1 is the statutory deadline by which the County shall, under oath, prepare and deliver to the County Auditor a detailed list of the real property listed for taxation in the County. IC 6-1.1-5-14*).

19. Contract Reports and Monitoring.

- A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three years from the date of final payment under this Contract, for inspection by the Department and County or their authorized designees. A reasonable number of copies shall be furnished at no cost to the Department and County if requested.
- B. The Contractor shall provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 15(A). The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The County may require that additional information be included in the reports, as mutually agreed to by the County and the Contractor. The Contractor shall submit the reports to the County within three business days, or such other timeframe as mutually agreed to by the parties, of receipt of a request.
- C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the County by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.
- D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to its work product to the Department.

20. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction and give a reasonable description of the deficiencies in the work product and/or working relationship. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals, and the Contractor shall grant such request.

21. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

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22. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County.

23. Confidentiality of Information.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department. However, disclosure may be done pursuant to an order or requirement of a court, administrative agency, or other governmental body. In the event the Contractor receives an applicable order or is subject to such a requirement, the Contractor shall provide the County and the Department reasonable notice so that the County and/or Department may contest such order or requirement.
- B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed as a result of the Contractor's negligence or willful misconduct, and such disclosure is a breach of applicable confidentiality laws, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.
- C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.
- D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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24. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the County and all such materials will be the property of the County. If the ownership interest in the Materials cannot be assigned to the County, the Contractor grant the County a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the County and the Department full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

25. Delays.

- A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within three days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- B. In the event of a delay by the Department, legislative action, or court rulings, the County and the Contractor reserve the right to re-negotiate all terms of this Contract, including costs.

26. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional reasonable, direct costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the County or the Department for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Department. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the

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parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Department, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC 4-6-2-11, which requires approval of the Governor and Attorney General.

27. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County whenever, for any reason, the County determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Termination of services shall be effected by delivery to the Contractor and the Department of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the County must state that it is initiating the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

28. Termination for Default by County. If the County, 60 days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

29. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq., and audit guidelines specified by the State.

30. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied, and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

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- C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.
- D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.
- E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.
- F. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC 24-5-12 [Telephone Solicitations]; or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];
in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- (1) The Contractor does not knowingly employ an unauthorized alien.
- (2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- (3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (4) The Contractor shall require his/her/its 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Department and/or the County may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department and/or County.

31. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County will not be responsible for any taxes levied on the Contractor as a result of this Contract.

32. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall include a Certificate of Insurance evidencing such coverage with the executed Contract that is uploaded onto the Gateway prior to starting work under this Contract.

33. Contractor Assignment, Successors, and Subcontracting. The Contractor shall not subcontract the whole or any part of this Contract. The Contractor may not assign the whole or any part of this Contract, except that it may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

34. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds 30 days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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Order #16 Agenda #8.35 cont'd

35. General Provisions.

- A. **Entire Agreement.** This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
- B. **Waiver of Rights.** No right conferred on any party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, nor payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining section, subsections, clauses or provisions of this Contract.
- D. **Addenda.** No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to this Contract.

36. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

37. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised:

A. Notices to the County shall be sent to:

Name: Latonya Spearman Title: County Assessor
 Organization: Lake County
 Address (number and street, city, state, and ZIP code):
2293 N. Main St.
Crown Point, IN 46307
 Telephone number: (219) 755-3100
 Fax number: (n/a)
 E-mail address: spearls@lakecountyin.org

B. Notices to the Contractor shall be sent to:

Name: Frank S. Kelly Title: President
 Organization: Nexus LTD
 Address (number and street, city, state, and ZIP code):
P. O. Box 283
Zionsville, IN 46077
 Telephone number: (317) 753-0004
 Fax number: (n/a)
 E-mail address: frank@nexusLTD.co

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C. Notices to the Department shall be sent to:

General Counsel
 Department of Local Government Finance
 Indiana Government Center North
 100 North Senate Avenue, Rm. 1058B
 Indianapolis, Indiana 46204
 317-234-8624 voice
 317-974-1629 fax

38. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

39. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all third party claims and suits including court costs,

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Order #16 Agenda #8.35 cont'd

attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall not provide such indemnification to the Contractor.

40. Insurance.

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability and worker's compensation insurance policies must provide for minimum liability limits not less than \$1,000,000 per occurrence. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or the Department and denial of further work with the County. The Contractor must provide the County with copies of its insurance certificates and endorsements.

(Attach any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.
- (4) The Contractor shall give notice to the County and the Department of any modifications to the policies or endorsements which decrease the insurance coverages below the requirements set forth in the Agreement. Such decrease in required coverage may be considered a default by the Contractor of this Agreement.

41. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the County and any applicant or employee of the Contractor.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

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43. Copy of Contract. The County shall upload a copy of this Contract, including documentation of any performance bond, to the Gateway via its File Transmission application within thirty days of its signing by the County and Contractor.

44. Approval and Review by Department.

- A. Following uploading of the Contract, the Department may approve or deny the employment of the Contractor pursuant to IC 6-1.1-4-17(a). The Contract shall not be considered void if the Department fails to approve or deny the employment of the Contractor under this Paragraph. Failure of the Department to approve or deny the employment of the Contractor shall not be construed as a denial of said employment.
- B. Following the effective date of this Contract, the Department may, pursuant to IC 6-1.1-4-18.5(e), review the performance of County and Contractor for compliance with the requirements of this Contract. The Department shall give notice to both County and Contractor of any proceeding related to the review under this Paragraph. If, following review and any appropriate proceedings, the Department finds that one or both of the parties is not in compliance with the requirements of this Contract, the Department shall give notice to both parties of said findings and that one or both parties, as applicable, shall have a reasonable amount of time to cure any material breach of the Contract. Should one or both parties, as applicable, fail to cure any material breach after a reasonable amount of time is given, the Department may, by order, void the Contract. Voiding of the Contract by the Department under this Paragraph does not give rise to a cause of action against the Department for tortious interference of a business or contractual relationship or similar claims in tort or contract.

(Provision 45 is optional.)

45. Guaranteed Most Favorable Terms. All of the prices, terms, conditions, and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor announces a price reduction or makes generally available to other customers more favorable terms or conditions, such prices, terms, or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

46. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any addenda.

47. Affirmation that Contract Language Has Not Been Altered. The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

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Order #16 Agenda #8.35 cont'd

NON-COLLUSION AND ACCEPTANCE

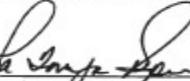
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this contract.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: 
 By: _____
 Printed name: Frank S. Kelly
 Title: President
 Date (month, day, year): December 8, 2025

Where applicable: _____
 Attested By: _____
 Peggy Katona
 Auditor
 12/17/2025

Level III assessor-appraiser student identification number: 1625

Assessor: 
 By: _____
 Printed name: Latonja Spearman
 Title: County Assessor

Date (month, day, year): 12/8/2025

County Board of County Commissioners: _____
 By: Michael Repay _____ Date (month, day, year): 12/17/2025
 Con _____
 By: _____ Date (month, day, year): 12/17/2025
 Commissio _____
 By: _____ Date (month, day, year): 12/21/2025
 Commissioner

The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a),
 approves / denies the employment of the Contractor:

By: _____
 Printed name: _____
 Title: _____
 Date (month, day, year): _____

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Exhibit 1 - workplan
Lake County Work Plan
 Annual Trending, Cyclical Reassessment & Related Services

Activities	Start Date	Conclusion Date
Appeals and PTABOA Service Unlimited appeal review at all levels, as described in the Contract and Specifications	1-Jan-26	31-Dec-29
Legal Representation Unlimited legal assistance at all levels Per the Contract and Specifications	1-Jan-26	31-Dec-29
Continuing Education Provide 10 or more hours of CE opportunity via webinars and on-site training Includes at least one IAAO course annually.	1-Jan-26	31-Dec-29
Parcel Reviews All Reviews, all property classes (RES, AG, COMM & IND, exempt) Digital photos to be taken; data entry performed by Contractor Frank Kelly to serve as Project Manager	5/1/2026	31-Dec-29
Annual Adjustments Conduct all activities for trending including sales review neighborhood delineations, market adjustment factors, land values preliminary and final ratio study, coordinate with the DLGF	2027 - 2030	1-Apr-30
		1-Jan-27 Note: 2026 adjustments under other agreement

NOTE: Ratio study to be conducted on a county-wide basis, all townships

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Order #17 Agenda #8.38-8.44 and Agenda #8.46-8.50

In the Matter of Action To Form Contracts: 8.38-8.44 & 8.46-8.50 Health Dept.: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.38, 8.39, 8.40, 8.41, 8.42, 8.43, 8.44, 8.46, 8.47, 8.48, 8.49 and 8.50 on behalf of Health Department, Contracts as listed below. Motion carried 3-0.

8.38 Health Dept.: Contract with Sounds of Sarah in the amount of \$25,125.00
8.39 Health Dept.: Contract with Community Healthcare Network in the amount of \$34,470.00
8.40 Health Dept.: Contract with Purdue Extension NEP in the amount of \$197,700.00
8.41 Health Dept.: Contract with Hope Alliance in the amount of \$200,000.00
8.42 Health Dept.: Contract with Victory 4 Kidz in the amount of \$90,960.00
8.43 Health Dept.: Contract with Young Ladies with a Purpose in the amount of \$60,000.00
8.44 Health Dept.: Contract with Boys and Girls Club NWI in the amount of \$200,000.00
8.46 Health Dept.: Contract with St. John Fire Department in the amount of \$199,720.00
8.47 Health Dept.: Contract with St. John Fire Dept in the amount of \$64,900.00
8.48 Health Dept.: Contract with Mental Health America in the amount of \$25,000.00
8.49 Health Dept.: Contract with Mental Health America in the amount of \$65,000.00
8.50 Health Dept.: Contract with Griffith PD_CIT in the amount of \$125,000.00

Order #18 Agenda #8.53

In the Matter of Action To Form Contracts: 8.53 Lake County Bridge #2; Amendment #1 – New Section of 106 Memorandum of Agreement coordination and Addition Information (AI) document; Total Amendment No. 1 Fee +\$39,825.00; Total Contract Amount, including Amendment No. 1, is not to exceed \$133,810.50.

Allen made a motion, seconded by Tippy, to approve 8.53 on behalf of Highway, Lake County Bridge No. 2 Amendment #1 – New Section of 106 Memorandum of Agreement coordination and Addition Information (AI) document, total Amendment No. 1 Fee +\$39,825.00, Total Contract Amount, including Amendment No. 1, is not to exceed \$133,810.50, Agreement is between VS Engineering and the Lake County Board of Commissioners, Original Agreement for Environmental Services date May 19, 2021. Motion carried 3-0.

Order #19 Agenda #8.55-8.65

In the Matter of Action To Form Contracts: 8.55-8.65 Highway: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.55 – 8.65 on behalf of Highway, Contracts as listed below. Motion carried 3-0. (8.54 done in Order #3)
8.55 Highway: Recommendation of Award 1: Aggregate Limestone Pick Up 2026: **South Lake Stone** for #53's, #73's, RIP RAP and #2's Stone due to Lower Pricing. Recommendation of Award 2: Aggregate Limestone Pick Up 2026: **US Aggregate** for #8's and #11's Stone due to Lower Pricing.
8.56 Highway: Recommendation of Award Aggregate Limestone ACBF 2026 (Sole Bid) Beemsterboer Aggregate in an amount not to exceed \$327,750.00
8.57 Highway: Recommendation of Award B-Borrow Materials Pick-Up 2026 (Sole Bid) Beemsterboer Aggregate in an amount not to exceed \$4,750.00
8.58 Highway: Recommendation of Award B-Borrow Delivered 2026 (Sole Bid) Beemsterboer Aggregate in an amount not to exceed \$9,250.00
8.59 Highway: Recommendation of Award 1: Cold Patch Pick-up and Delivered 2026: **Rieth-Riley Construction** for Cold Patch SMP Pick-Up due to Lower Pricing \$162,500.00 – Recommendation of Award 2: Cold Patch Pick-Up and Delivered 2026: **Milestone** for Cold Patch Delivered SMP due to Lower Pricing \$83,000.00
8.60 Highway: Recommendation of Award Fire Alarm and Sprinkler System 2026 Services Crown Point and Lowell; Communications Company in the amount not to exceed \$6,769.00
8.61 Highway: Recommendation of Award Ice Control Aggregate 2026 (Sole Bid) Beemsterboer Aggregate in an amount not to exceed \$326,250.00
8.62 Highway: Recommendation of Award Mulch Seeding 2026 (Sole Bid) Hubinger Landscaping Corporation in an amount not to exceed \$29,850.00
8.63 Highway: Recommendation of Award Top Soil 2026 (Sole Bid) Hubinger Landscaping Corporation in an amount not to exceed \$85,000.00
8.64 Highway: Recommendation of Award Traffic Signs 2026: Newman Signs as the lowest and most responsive bidder in an amount not to exceed \$34,635.05
8.65 Highway: Recommendation of Award Vegetation Management 2026 (Sole Bid) The Daltons Inc. in an amount not to exceed \$16,187.50

Order #20 Agenda #8.66-8.70

In the Matter of Action To Form Contracts: 8.66 – 8.70 E-911: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.66 – 8.70 on behalf of E-911, Contracts as listed below. Motion carried 3-0.

8.66 E-911: Purchase of 70 desktop poles directly from Evans in the amount of \$11,894.10
8.67 E-911: Samsung 43" TV refresh purchased from CDWG in the amount of \$12,100.00. Other quote was received from Trust Tech in the amount of \$9,102.00.
8.68 E-911: Purchase of new NAS device from Nelson Systems in the amount of \$10,400.72. Other quotes were received from Bucher Tech in the amount of \$8,205.10 and CDWG in the amount of \$8,534.88
8.69 E-911: Purchase of 220 27" ASUS monitors from Trust Tech in the amount of \$51,454.00. Other quotes provided from Bucher Tech in the amount of \$51,946.00 and CDWG in the amount of \$53,900.00
8.70 E-911: ProQA and QPR licensing renewal for 2026 directly from Priority Dispatch Corp. in the amount of \$263,790.00

Order #21 Agenda #8.71-8.76 w/8.78-8.94

In the Matter of Action To Form Contracts: 8.71 – 8.76 w/8.78-8.94 Public Defender: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.71 thru 8.94, excluding agenda item 8.77, on behalf of Public Defender, Legal Service Agreements as listed below. Motion carried 3-0.

8.71 Public Defender: Cole Galloway 2026 Legal Services Agreement in the amount of \$45,000.00
8.72 Public Defender: Sophia J. Arshad 2026 Legal Services Agreement in the amount of \$25,000.00

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Order #21 Agenda #8.71-8.76 w/8.78-8.94 cont'd

- 8.73 Public Defender: Timothy Jerome Battistelli 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.74 Public Defender: Russell W. Brown Jr. 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.75 Public Defender: Maryrachel Durso Martin 2026 Legal Services Agreement in the amount of \$50,000.00
- 8.76 Public Defender: Peter J. Fouts 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.78 Public Defender: Jesse R. Harper 2026 Legal Services Agreement in the amount of \$20,000.00
- 8.79 Public Defender: Amanda C. Hires 2026 Legal Services Agreement in the amount of \$50,000.00
- 8.80 Public Defender: Kyle Hoogeveen 2026 Legal Services Agreement in the amount of \$75,000.00
- 8.81 Public Defender: Daryl D. Jones 2026 Legal Services Agreement in the amount of \$35,000.00
- 8.82 Public Defender: Kenya A. Jones 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.83 Public Defender: Visvaldis P. Kupsis 2026 Legal Services Agreement in the amount of \$55,000.00
- 8.84 Public Defender: Law Office of Richard L. Mayer 2026 Legal Services Agreement in the amount of \$70,000.00
- 8.85 Public Defender: David Olson, LLC 2026 Legal Services Agreement in the amount of \$70,000.00
- 8.86 Public Defender: Thomas J. Olson 2026 Legal Services Agreement in the amount of \$50,000.00
- 8.87 Public Defender: Kaitlynn Kay Plath – 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.88 Public Defender: Nathan Mark Psimos 2026 Legal Services Agreement in the amount of \$60,000.00
- 8.89 Public Defender: Stephen I. Rodriguez 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.90 Public Defender: Sanghvi Law PC 2026 Legal Services Agreement in the amount of \$50,000.00
- 8.91 Public Defender: James N. Thiros 2026 Legal Services Agreement in the amount of \$35,000.00
- 8.92 Public Defender: Jose A. Vega 2026 Legal Services Agreement in the amount of \$60,000.00
- 8.93 Public Defender: Matthew J. Warring 2026 Legal Services Agreement in the amount of \$45,000.00
- 8.94 Public Defender: David M. Wedlinger 2026 Legal Services Agreement in the amount of \$45,000.00

Order #22 Agenda #8.95

In the Matter of Action To Form Contracts: 8.95 Superior Court Div. 1: Legal Services Contract with Steven A. Kurowski, P.C. for the year 2026, in an amount not to exceed \$31,122.00 annually, or \$2,593.50 monthly.

Allen made a motion, seconded by Tippy, to approve Legal Services Contract with Steven A. Kurowski, P.C. for the year 2026, in an amount not to exceed \$31,122.00 annually, or \$2,593.50 monthly on behalf of Superior Court Div. 1. Motion carried 3-0.

Order #23 Agenda #8.96-8.97

In the Matter of Action To Form Contracts: 8.96 – Lake Superior Court, County Division Room One: Legal Services Contract with Andrew Tanzillo in the amount of \$15,561.00 for the year 2026; 8.97 – Lake Superior Court, County Division Room One: Legal Services Contract with The Region Lawyers, Inc. in the amount of \$15,561.00 for the year 2026

Allen made a motion, seconded by Tippy, to approve 8.96 and 8.97 on behalf of Lake Superior Court, County Division Room One, Legal Services Contract with Andrew Tanzillo in the amount of \$15,561.00 for the year 2026 and Legal Services Contract with The Region Lawyers, Inc. in the amount of \$15,561.00 for the year 2026. Motion carried 3-0.

Order #24 Agenda #8.98-8.103

In the Matter of Action To Form Contracts: 8.98 – 8.103 Sheriff: Contracts: Listed below.

Allen made a motion to approve 8.98 – 8.103, Tippy seconded with a question on item 8.102, asked “is that request to go out for bid or do you have the prices”, Representative of the Sheriff’s Department responded, Tippy okay with response, end discussion, Contracts on behalf of the Sheriff, listed below. Motion carried 3-0.

- 8.98 Sheriff: Attorney John M. Kopack Legal Services Contract for 2026, not to exceed \$180,000, payable at the rate of \$15,000 per month
- 8.99 Sheriff: Attorney Jewell Harris, Jr. for Harris Law Firm P.C., Legal Services Contract for 2026, not to exceed \$80,000.00 and payable at the rate of \$6,666.66 per month.
- 8.100 Sheriff: Attorney Jewell Harris, Jr. for Harris Law Firm P.C., Lake County Corrections Merit Board Legal Services Contract for 2026, not to exceed \$20,000.00 and payable at the rate of \$1,666.66 per month.
- 8.101 Sheriff: Renewal of Motorola Subscription for the LPR (License Plate Reader) Fixed Cam HUB and Spoke Subscription. This subscription is used for real-time data, enhanced investigative support, operational efficiency and accountability and compliance. This subscription runs from 9/1/2025 through 8/31/2026 with a 1x fee of \$86,863.00
- 8.102 Sheriff: Request to purchase 75 Motorola APX 900/1000 Portable Radios for the Lake County Jail’s Correctional Officers. The Correctional Officers are utilizing portable radios that are partially functional. The BK representative has been attempting to repair numerous portable radios for approximately six months with negative results. The recommended quote is through Tr-Electronics with a cost of \$1,784.50 per Portable Radio minus a \$3,000.00 trade in of 30 portables for a total cost of \$130,837.50 and Bartronics in the amount of \$189,073.50. Two other quotes were received from Motorola in the amount of \$283,585.50 and Bartronics in the amount of \$189,073.50.
- 8.103 Sheriff: Attorney J. Justin Murphy, Lake County Sheriff’s Merit Board Legal Services Agreement for 2026, \$9,000.00 annual payable at the rate of \$750.00 per month

Order #25 Agenda #8.104

In the Matter of Action To Form Contracts: 8.104 Plan Commission: Contract with Attorney Joseph S. Irak for hourly Legal Services for 2026 in a sum not to exceed \$25,000.00.

Allen made a motion, seconded by Tippy, to approve 8.104, Contract with Attorney Joseph S. Irak for hourly Legal Services for 2026 in a sum not to exceed \$25,000.00 on behalf of Plan Commission. Motion carried 3-0.

Order #26 Agenda #8.105-8.109

In the Matter of Action To Form Contracts: 8.105 – 8.109 Health Dept.: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.105 – 8.109 on behalf of Health Department, Contracts as listed below. Motion carried 3-0.

- 8.105 Health Dept.: Contract with Natalie Demik (DBA CoreNurse Connection), an independent nurse contractor in the amount of \$73,000

- 8.106 Health Dept.: Contract with Mental Health America in the amount of \$0 dollars for gun safety

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Order #26 Agenda #8.105-8.109 cont'd

- 8.107 Health Dept.: Contract for Michael Benko, Emergency Preparedness Consultant, in the amount of \$56,000.
- 8.108 Health Dept.: Contract with Attorney John Cantrell for Legal Services in 2026 for \$3,000.00/month.
- 8.109 Health Dept.: Amended Contract with FetchEH Amalgam LLC in the amount of \$36,000

Order #27 Agenda #8.110 – 8.115

In the Matter of Action To Form Contracts: 8.110 – 8.115 Highway: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.110 – 8.115 on behalf of Highway, Contracts as listed below. Motion carried 3-0.

- 8.110 Highway: Utility – BSM Groups on behalf of Comcast; Location: 12880 Saint Francis Drive – Iowa Street along 129th Avenue to Mississippi Parkway approximately 3155' – Center Township; Project: CEN GCR 2025 RESI FI LEROY
- 8.111 Highway: Recommendation of Award Gasoline and Diesel Fuel 2026 Services Crown Point and Lowell Facilities; Recommend award to the Lowest and Most Responsive Bidder **Petroleum Traders Corporation** in the amount of **\$313,535.30**
- 8.112 Highway: Road Cut Agreement – BSM Group on behalf of Comcast; Location: 225 Mulberry Street, Seymour, IN 47274; Project: CEN GCR 2025 RESI FI LEROY
- 8.113 Highway: Utility NIPSCO; Location: Various locations – refer to Areas 1, 7-9, & 11-13; Replace/install (9) utility poles including the overhead equipment and conductors/wires to the new poles. Traffic control consists of full road and single lane closures are specific; WO#4000047903
- 8.114 Highway: Contract with Attorney Niquelle Winfrey for Legal Services in 2026 for a flat rate of \$4,000.00/month
- 8.115 Highway: Utility NIPSCO; Location: near address 9209 W. 85th Avenue Schererville, IN; Replace one (1) utility pole including the overhead equipment and transfer of conductors/wires to the new pole; WO#4000047876

Order #28 Agenda #8.116

In the Matter of Action To Form Contracts: 8.116 Ross Township Assessor: Cleaning Contract with Sylvia Moon for 2026 in the amount of \$250.00/month.

Allen made a motion, seconded by Tippy, to approve Cleaning Contract with Sylvia Moon for 2026 in the amount of \$250.00/month on behalf of Ross Township. Motion carried 3-0.

Order #29 Agenda #8.117

In the Matter of Action To Form Contracts: 8.117 Sheriff: Subscription with Motorola WatchGuard M500 In-Car Video System. This system integrates with Motorola's CommandCentral Evidence Plus platform, providing unlimited in-car video storage, secure evidence management, and cloud-based video analytics under Motorola's Video-as-a-Service (VaaS). This subscription starts April 7, 2025 and run through April 6, 2026 with a one-time fee of \$39,600.00.

Comes now, Board Vice President Allen, with a question to Chief Balbo, present/spoke, asked whether or the cameras are installed already(in the vehicles), the response was yes, end discussion, Allen made a motion to approve 8.117 Subscription with Motorola WatchGuard M500 In-Car Video System. This system integrates with Motorola's CommandCentral Evidence Plus platform, providing unlimited in-car video storage, secure evidence management, and cloud-based video analytics under Motorola's Video-as-a-Service (VaaS). This subscription starts April 7, 2025 and run through April 6, 2026 with a one-time fee of \$39,600.00 on behalf of the Sheriff, Tippy seconded the motion. Motion carried 3-0.

Order #30 Agenda #8.118 – 8.130

In the Matter of Action To Form Contracts: 8.118 – 8.130 Commissioners: Contracts: Listed below.

Allen made a motion, in an omnibus form, seconded by Tippy, to approve agenda items 8.118 – 8.130 for Commissioners, Contracts as listed below. Motion carried 3-0.

- 8.118 Commissioners: Pest Control Service Contract with Monroe Control Inc. for pigeon control in the amount of \$195.00/month
- 8.119 Commissioners: Pest Control Service Contract with Ace Exterminating Co., Inc. for the Lake County Government Center (\$290.00/month), Juvenile Center (\$260.00) and LADOS (\$82.00/month)
- 8.120 Commissioners: Pest Control Service Contract with Ace Exterminating Co., Inc. for East Chicago Courthouse in the amount of \$110.00/month
- 8.121 Commissioners: Service Contract with Altorfer Power Systems for 2026 in the amount of \$50,016.00/year
- 8.122 Commissioners: Service Contract with Per Mar Security Services for the monitoring of the security alarm at the Lake County Government Center for 2026 in the annual amount of \$10,980.00/year
- 8.123 Commissioners: Service Contract with Per Mar Security Services for monitoring East Chicago Courthouse burglar alarm for 2026 in the amount of \$1,620.00/year
- 8.124 Commissioners: Pest Control Service Contract with Ace Exterminating Co., Inc. for Lake County Superior Court in Hammond in the amount of \$110.00/month
- 8.125 Commissioners: Service Contract with Per Mar Security Services for the monitoring and maintenance of the fire alarm system for East Chicago Courthouse for 2026 in the amount of \$1,620.00/year
- 8.126 Commissioners: Service Contract with Per Mar Security Services for the monitoring of the fire alarm system for Hammond Courthouse for 2026 in the amount of \$576.00/year
- 8.127 Commissioners: Service Contract with Per Mar Security Services for the monitoring of the fire alarm systems at the following locations for 2026: 1. Lake County Government Center, Bldg A in the amount of \$216.00/year; 2. Lake County Government Center, Bldg B in the amount of \$216.00/year; 3. Paramore Building in the amount of \$216.00/year; 4. Juvenile Building in the amount of \$516.00/year
- 8.128 Commissioners: Service Contract with Per Mar Security Services for the monitoring and maintenance of the burglar and fire alarm systems for LADOS Building in the amount of \$420.00/year
- 8.129 Commissioners: Service Contract with Per Mar Security Services for the maintenance of the fire alarm system at the Purdue Extension for 2026 in the amount of \$420.00/year
- 8.130 Commissioners: Donation to Purdue University Northwest in the amount of \$19,735.00 for Great Lakes Urban Forestry, Inc. for the Tree Inventory Program

Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

Order #31 Agenda #8.133-8.134

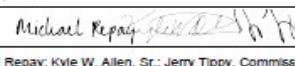
In the Matter of Action To Form Contracts: 8.133 – 8.134 Commissioners: Recommend approval of agreement with Baker Tilly in the amount of \$702,000.00 for an extension of the Managed Services Agreement for 2026; Renewal of the license agreement in the amount of \$31,991.05 for continuation of the subscription with Granicus for the Peak Agenda Services.

Allen made a motion to approve 8.133 and 8.134 for Commissioners, Agreement with Baker Tilly in the amount of \$702,000.00 for an extension of the Managed Services Agreement for 2026 and Renewal of the license agreement in the amount of \$31,991.05 for continuation of the subscription with Granicus for the Peak Agenda Services, Tippy seconded with a question, asked a question on 8.133, if its to cover the new software system, response was yes, end discussion. Motion carried 3-0.



Project Change Request Form

The following information is for a project scope or estimate change request.

PROJECT NAME	Oracle Support and Optimization
CHANGE TITLE	Change Order #3: Extension of Managed Services
SUBMITTED BY	Ben Penick
PROJECT SPONSOR	Commissioner Michael Repay
CHANGE REQUEST EFFORT & BUDGET	<p>This change request is provided to Lake County to extend the support services of the Managed Services agreement from 1/1/2026 to 12/31/2026. The proposal is to 1. Extend the support services for another calendar year, and 2. Decrease the quarterly support hours to 1,020/quarter.</p> <p>This change request will extend the scope of services between Baker Tilly and Lake County, IN through 12/31/2026. This change results in a net budget increase of \$702,000.00. The work for calendar year 2026 will require a new purchase order for this amount.</p>
DATE REQUESTED	November 12, 2025
APPROVAL SIGNATURE (BAKER TILLY ADVISORY GROUP LP)	 Meghan Loomis, Principal
APPROVAL SIGNATURE (LAKE COUNTY, INDIANA)	 Michael Repay 12/17/2025 Michael Repay; Kyle W. Allen, Sr.; Jerry Tippy, Commissioner

Change Request Detail

The following table summarizes the details and deliverables impacted by this change request.

SCOPE	<p>The following will be removed from the Program Scope, on Page 3 of the executed SOW:</p> <p>Program timeline The timeline for this project assumes a November 2023 project start for all services. We will begin with an overall program Planning & Transition phase where the objectives will be as follows:</p> <ol style="list-style-type: none"> Conduct detailed project planning from a design and environment perspective as well as approach for testing and deployment for the Optimization Execution Conduct a transition period for Managed Services to understand your current design and configuration, open tickets, open issues, in flight projects across HCM, ERP and EPM Disposition in flight requests with your current partner to understand if those items will be addressed as part of the Optimization Execution or should be addressed through Managed Services <p>From a Managed Services perspective, the timeline assumes November 2023 start and we will contract for yearly services with the option for renewal.</p> <p>Per Change Request #2, the Managed Services agreement will extend through December 31, 2025.</p> <p>Per Change Request #3, the Managed Services agreement will extend through December 31, 2026.</p>
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Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.



SCOPE	<p>Program timeline The timeline for this project assumes a November 2023 project start for all services. We will begin with an overall program Planning & Transition phase where the objectives will be as follows:</p> <ol style="list-style-type: none"> Conduct detailed project planning from a design and environment perspective as well as approach for testing and deployment for the Optimization Execution Conduct a transition period for Managed Services to understand your current design and configuration, open tickets, open issues, in flight projects across HCM, ERP and EPM Disposition in flight requests with your current partner to understand if those items will be addressed as part of the Optimization Execution or should be addressed through Managed Services <p>From a Managed Services perspective, the timeline assumes November 2023 start and we will contract for yearly services with the option for renewal.</p> <p>Per Change Request #2, the Managed Services agreement will extend through December 31, 2025.</p> <p>Per Change Request #3, the Managed Services agreement will extend through December 31, 2026.</p>										
APPROACH	No changes to the Approach table from the original SOW.										
TIMELINE	<p>The Managed Services timeline will be increased by 53 weeks, with project closure slated for December 31, 2026. Actual closure date will vary depending on the County's decision to renew Managed Services for calendar year 2027.</p> <p>- Managed Services Annual Closure Date: December 31, 2026</p>										
BUDGET	<p>This change request results in an increase of \$702,000.00 to the project budget, which will require a separate Purchase Order from the Managed Services and Optimization work from calendar year 2025.</p> <p>The following will be added to the Fees section on Page 21 of the executed SOW, directly below the existing Managed Services pricing:</p> <p>Effective January 1, 2026, the pricing and budgeted hours will decrease to the below, upon renewal of the Managed Services agreement for one additional calendar year.</p> <table border="1"> <thead> <tr> <th>Scope Area</th> <th>Fees (USD)</th> </tr> </thead> <tbody> <tr> <td>Ongoing Maintenance & Support</td> <td>\$140,250.00 per quarter</td> </tr> <tr> <td>Upgrade Support</td> <td>\$33,000.00 per quarter</td> </tr> <tr> <td>Zendesk Licensing Expenses</td> <td>\$2,250.00 per quarter</td> </tr> <tr> <td>TOTAL</td> <td>\$175,500.00 per quarter</td> </tr> </tbody> </table> <p>Beginning January 1, 2026, the assumed cap of hours will decrease from 1,240 to 1,020 hours per quarter for total functional and technical support for Ongoing Maintenance & Support and Upgrade Support, including account management services. Once the capped hours are exceeded, all additional Baker Tilly hours will need to be pre-approved by Lake County. Additional hours will be billed at Baker Tilly's standard Time & Materials rates, following suit with the prior year (2025).</p> <p>Our invoices are due and payable within 30 days of the invoice date.</p>	Scope Area	Fees (USD)	Ongoing Maintenance & Support	\$140,250.00 per quarter	Upgrade Support	\$33,000.00 per quarter	Zendesk Licensing Expenses	\$2,250.00 per quarter	TOTAL	\$175,500.00 per quarter
Scope Area	Fees (USD)										
Ongoing Maintenance & Support	\$140,250.00 per quarter										
Upgrade Support	\$33,000.00 per quarter										
Zendesk Licensing Expenses	\$2,250.00 per quarter										
TOTAL	\$175,500.00 per quarter										

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Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

Order #32 ADD Agenda #8.135

In the Matter of Action To Form Contracts: 8.135 HVAC: Hobart Township Assessor's Offices rear HVAC unit replacement; Approval for Arctic Engineering proposal for \$13,450.00, two other proposals received were Air Comfort \$14,795.00 and Gatlin \$14,800.00.

Allen made a motion, seconded by Tippy, to approve proposal from Arctic Engineering for \$13,450.00 for replacement of rear HVAC unit at Hobart Township Assessor's Offices, President Repay confirmed with Attorney, Commissioners required by Lease to repair at rented space. Motion carried 3-0.

Order #33 ADD Agenda #8.136-8.138

In the Matter of Action To Form Contracts: 8.136 – 8.138 Elections: Professional Services Contract(s) with Michael E. Tolbert; Carly A. Brandenburg; Boss Reporters: Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.136 – 8.138 on behalf of Elections, Contracts for Professional Services as listed below. Motion carried 3-0.

8.136 Elections: Contract with Michael Tolbert in the amount of \$90.00/hr not to exceed \$26,730.00 for the year of 2026

8.137 Elections: Contract with Carly A. Brandenburg in the amount of \$90.00/hr not to exceed \$26,730.00 for the year of 2026

8.138 Elections: Contract with Boss Reporters for the year of 2026 Court Reporting Service – Fee Schedule Client Rate Sheet

Order #34 ADD Agenda #8.139

In the Matter of Action To Form Contracts: 8.139 Highway: Counter Offer Parcel 1, Clark Street Culvert in the amount of \$28,105.00.

Allen made a motion, seconded by Tippy, to approve Counter Offer Parcel 1, Clark Street Culvert in the amount of \$28,105.00 on behalf of Highway. Motion carried 3-0.

Order #35 ADD Agenda #8.140

In the Matter of Action To Form Contracts: 8.140 Lake Superior Court Div Rm 2: Legal Service Agreement with John Cantrell from February 1, 2026 through December 31, 2026 in the amount of \$2,593.50/month not to exceed \$31,122.00 for the year.

Allen made a motion, seconded by Tippy, to approve Legal Service Agreement with John Cantrell from February 1, 2026 through December 31, 2026 in the amount of \$2,593.50/month not to exceed \$31,122.00 for the year on behalf of Lake Superior Court Div Rm 2. Motion carried 3-0.

Order #36 ADD Agenda #8.141

In the Matter of Action To Form Contracts: 8.141 Highway: Calumet Township Septic Tank Elimination Project No. 1, Administration, Operations and Maintenance Agreement with Astbury Water Technology; Recommendation of a Three-Year Contract with a total monthly cost of \$12,250.00; 8.142 Highway: Addendum #1 Sanitary Sewer Collection System Project for Oakwood Hills Subdivision.

Allen made a motion, seconded by Tippy, to approve 8.141 and 8.142 on behalf of Highway, Calumet Township Septic Tank Elimination Project No. 1, Administration, Operations and Maintenance Agreement with Astbury Water Technology; Recommendation of a Three-Year Contract with a total monthly cost of \$12,250.00 and Addendum #1 Sanitary Sewer Collection System Project for Oakwood Hills Subdivision. Motion carried 3-0.

Order #37 ADD Agenda #8.143 w/8.144-8.149

In the Matter of Action To Form Contracts: 8.143 – 8.44 Commissioners: Contracts: Listed below; 8.145 – 8.146 Coroner: Contracts: Listed below; 8.147 – 8.149 Commissioners: Contracts: Listed below.

Allen made a motion, in an omnibus form, to approve 8.143 – 8.149, on behalf of Commissioners, Tippy seconded the motion, Contracts as listed below. Motion carried 3-0.

8.143 Commissioners: Recommend approval of proposal by TLC Plumbing, Inc. to replace two wash stations at the Highway Department Garage in the amount of \$5,800.00 (lowest bid).

8.144 Commissioners: Recommend approval for TLC Plumbing, Inc. to remove and install new stainless-steel combination toilet-sink at the Juvenile Center in the amount of \$5,350.00

8.145 Coroner: Recommend the approval for a 2025 Chevrolet Express 3500 Cargo Van from Garber Chevrolet of Highland in the amount of \$45,740.28

8.146 Coroner: Recommend the approval for the purchase of new Motorola Radios in the amount of \$59,214.24

8.147 Commissioners: Recommend approval of Annual Maintenance Agreement with Otis Elevator in the amount of \$57,702.90

8.148 Commissioners: Recommend approval of Service Agreement with Johnson Controls in the amount of \$59,589.68 for the Lake County Jail

8.149 Commissioners: Recommend approval of annual Planned Service Agreement with Johnson Controls in the amount of \$24,822.32 for the Juvenile Center

Order #38 Agenda #9.1-9.3

In the Matter of Action And/Or Reports On County Owned Property: 9.1 Auditor: Request for property disposal; 9.2 Prosecutor: Request for Property Disposal; 9.3 ADDITION: Superior Court: Request for Property Disposal.

Allen made a motion, seconded by Tippy, to approve 9.1 – 9.3, requests for property disposal on behalf of Auditor, Prosecutor and Superior Court. Motion carried 3-0.

Order #39 Agenda #10.1-10.2

In the Matter of Action On Commissioners' Items: 10.1 2026 Regular Board of Commissioners' Meetings; 10.2 Executive Sessions for 2026.

Allen made a motion, seconded by Tippy, to approve 10.1 2026 Regular Board of Commissioners' Meetings, Resolution No 2025-04 and 10.2 Executive Sessions for 2026, Resolution No. 2025-05. Motion carried 3-0.
Cont'd.

Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

Order #39 Agenda #10.1-10.2 cont'd

RESOLUTION NO. 2025-04
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE YEAR 2026

The specific meeting dates established by the Board of Commissioners of the County of Lake for calendar year 2026 are as follows:

Wednesday, January 21, 2026	Wednesday, July 15, 2026
Wednesday, February 18, 2026	Wednesday, August 19, 2026
Wednesday, March 11, 2026	Wednesday, September 16, 2026
Wednesday, April 15, 2026	Wednesday, October 21, 2026
Wednesday, May 20, 2026	Wednesday, November 18, 2026
Wednesday, June 17, 2026	Wednesday, December 16, 2026

Resolution enacted this 17th day of December, 2025.

RESOLUTION NO. 2025-05
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE YEAR 2026

The specific executive session dates for litigation is established by the Board of Commissioners of the County of Lake for calendar year 2026 are as follows:

Wednesday, January 14, 2026	Wednesday, July 8, 2026
Wednesday, February 11, 2026	Wednesday, August 12, 2026
Wednesday, March 11, 2026	Wednesday, September 9, 2026
Wednesday, April 8, 2026	Wednesday, October 14, 2026
Wednesday, May 13, 2026	Wednesday, November 11, 2026
Wednesday, June 10, 2026	Wednesday, December 9, 2026

Resolution enacted this 17th day of December, 2025.

Order #40 Agenda #10.3

In the Matter of Action On Commissioners' Items: 10.3 Calumet Township: Poor Relief Decisions.

Allen made a motion, seconded by Tippy, to approve agenda item 10.3 Poor Relief Appeal Decisions from Calumet Township Trustee. Motion carried 3-0.

Arthur Owens	Remanded to township for further consideration and review
Arthur Robertson	Remanded to township for further consideration and review
Karen Brents	Remanded to township for further consideration and review
NaShanta Robinson	Approved in part
Virgil Cotton	Remanded to township for further consideration and review
Deborah & LaTonya Falls	Remanded to township for further consideration and review
Latasha Brown	Approved in part
James Johnson	Approved in part
Tahsauna Gardner	Approved in part
Gekeitha Wright	Approved in part

Order #41 ADD Agenda #10.4

In the Matter of Action On Commissioners' Items: 10.4 ADDITION: Commissioners: Corrected Notice of Joint Executive Session.

Allen made a motion, seconded by Tippy, to approve 10.4 Corrected Notice of Joint Executive Session on behalf of Commissioners, Notice re-posted and electronically sent December 5, 2025, Joint Executive Session held Tuesday, December 9, 2025, 11:30 a.m. in the Lake County Commissioners' Courtroom. Motion carried 3-0.

Order #42 ADD Agenda #10.5

In the Matter of Action On Commissioners' Items: 10.5 ADDITION: Calumet Township: Poor Relief Decisions.

Allen made a motion, seconded by Tippy, to approve Poor Relief Appeal Decisions from Calumet Township Trustee. Motion carried 3-0.

Anna Poplin	Approved
Henry Crews	Approved in part/on condition
Deborah & LaTonya Falls	Denied for appellant's failure to appear
Arthur Owens	Approved in part/on condition
Kimberly Wakefield	Denied for appellant's failure to appear
Keva Goodman	Approved in part
Amanda Brideroom	Approved in part/on condition
Karen Brents	Approved in part/on condition
Percya Jones	Approved in part/on condition

Order #43 ADD Agenda #10.6

In the Matter of Council Items – 11.1 – 11.3 Ordinance(s): Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 11.1 – 11.3 Ordnances submitted and adopted by the Lake County Council as listed below. Motion carried 3-0.

11.1 ADDITION: COUNCIL: Ordinance 1515A Establishing the Lake County Health Department's Autism Trauma and Injury Prevention Grant Fund, A Non-Reverting Fund

11.2 ADDITION: COUNCIL: Lake County Part-Time Employees Pay Rate Ordinance for 2026 (1515B)

11.3 ADDITION: COUNCIL: Ordinance Concerning Holiday Schedule for the Calendar Year of 2026 (1515C)

Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

Order #44 Agenda #12.1-12.3

In the Matter of State Board of Accounts Items: 12.1 – 12.2 Auditor: Listed below; 12.3 Economic Development: Listed below.

Allen made a motion, seconded by Tippy, to approve 12.1, 12.2 & 12.3 Payable Vouchers, Hand Cuts and Payable Voucher Register for State Board of Accounts Items as listed below submitted by Auditor and Economic Development Departments. Motion carried 3-0.

12.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 11-3-2025
 12.2 Auditor: LC 265 11/20/2025 To 12/17/25 Hand Cuts 11/20/25 To 12/17/25 LC 130 12/17/2025
 12.3 Economic Development: Accounts Payable Voucher Register – For Period 11/1/25 – 12/1/25

Order #45 Agenda #13.1 – 13.4

In the Matter of Action On Bonds/Insurance: 13.1 – 13.4 Public Official Bonds: Listed below; .

Allen made a motion, seconded by Tippy, to approve 13.1 – 13.7 Bonds/Insurance, as listed below. Motion carried 3-0.
 13.1 CLERK: 2026 Public Official Bond for Michael A Brown

13.2 COMMISSIONERS: 2026 Public Official Bonds for Michael C Repay, Jerry Tippy and Kyle W. Allen, Sr.

13.3 ASSESSOR: 2026 Public Official Bond for LaTonya Spearman

13.4 CORONER: 2026 Public Official Bond for David Patrick

13.5 HIGHWAY: Certificate of Insurance Update 12-25

13.6 ADDITION: PROSECUTOR: 2026 Public Official Bond for Bernard Carter

13.7 ADDITION: RECORDER: 2026 Public Official Bond for Regina M Pimental

Order #46 Agenda #15.1

In the Matter of Staff Reports – 15.1 Weights & Measures: Monthly Report 10/16/25 – 11/15/25.

Allen made a motion, seconded by Tippy, to approve 15.1 Staff Report submitted by Weights & Measures Department Monthly Report for the period 10/16/25 – 11/15/25. Motion carried 3-0.

Order #47 Agenda #16.1-16.7

In the Matter of Other/Matters Of Public Record: 16.1 – 16.7 Various Departments: Listed below.

Allen made a motion to approve to make a matter of public record agenda items 16.1 – 16.7, listed below, Tippy seconded with a question on 16.6, asked, "is that a Contract approval", Fech replied, "it is, as it was recommended, it was voted on by the Board of Health and this was the recommendation to the Board of Commissioners", end discussion. Motion carried 3-0.

16.1 Sheriff: Roshana Grayson-Thomas, MHNP D/B/A Greater Lakes Behavioral Health Services LLC, Jail Mental Health Nurse Practitioner Consulting Contract. Not to exceed \$165,850 annual and \$3,189.43/week.

16.2 Sheriff: Susan Campos, MHNP, Jail Mental Health Nurse Practitioner Consulting Contract. Not to exceed \$165,850 annual, payable at the rate of \$13,820.83/month.

16.3 Sheriff: Lynda Nathan, MHNP D/B/A Mind Blowing Decisions, LLC, Jail Mental Health Nurse Practitioner Consulting Contract. Not to exceed \$165,850 annual, payable at the rate of \$3,189.43/week.

16.4 Notice of Joint Executive Session – Held Tuesday, December 9, 2025 11:30 a.m. Commissioners' Courtroom

16.5 COMMISSIONERS/HUMAN RESOURCE: Updated Lake County Government Insurance Enrollment Form (2025); reflecting the LocalPlus (Franciscan Network) Option for Lake County Government employees, effective January 1, 2026

16.6 HEALTH DEPT.: Health Officer Renewal for Dr. Vavilala, January 2026 – December 2029

16.7 HIGHWAY: Untreated or Treated Road Salt purchase for the winter season of 2025-2026; Request to purchase salt.

Order #48 Agenda #3.1

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 Gasoline for Sheriff's Office.

This being the day, time and place for the receiving of bids for Gasoline for Sheriff's Office, the following bids were received:

1. Al Warren Oil	2.3333/gallon 325k-gallons
2. Petroleum Traders Corp.	2.2606/gallon 325k-gallons

Allen made a motion, seconded by Tippy, to take the above-mentioned bids under advisement for further tabulation and recommendation. President Repay commented that this pricing is paid on top of the rack price. Motion carried 3-0.

Order #49 Agenda #3.2

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.2 Façade Improvements Project at Lake County Government Center.

This being the day, time and place for the receiving of bids for Façade Improvements Project at Lake County Government Center, the following bids were received:

1. Berglund Construction	\$500,000
2. Seal Tight Exteriors, Inc.	\$292,720
3. The Pangere Corp	\$373,451
4. Powers & Sons	\$387,900

Allen made a motion, seconded by Tippy, to take the above-mentioned bids under advisement for further tabulation and recommendation. President Repay commented this is for the South Side where the sidewalk was demolished, this is the repair of the storefront. Motion carried 3-0.

Order #50 Agenda #3.3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.3 Roof Deck Replacement Project Phase I at East Entrance of the Lake County Government Center.

This being the day, time and place for the receiving of bids for Roof Deck Replacement Project Phase I at East Entrance of the Lake County Government Center for Commissioners, the following bids were received:

1. Gariup Construction	\$297,500
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Commissioners Court/Public Virtual Conference

Regular Meeting

Wednesday, December 17, 2025

Order #50 Agenda #3.3 cont'd

2. Berglund Construction	\$300,000
3. The Pangere Corp	\$298,000
4. Powers & Sons	\$198,800

Allen made a motion, seconded by Tippy, to take the above-mentioned bids under advisement for further tabulation and recommendation. President Repay commented this is for the first part of the deck that the steps will lead on to, not including the steps, and half of the landing. Motion carried 3-0.

Order #51 Agenda #3.4

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.4 ADDITON: Furniture for Lake Superior Court County Division Room 1.

This being the day, time and place for the receiving of quotes for Furniture for Lake Superior Court County Division Room 1 for Commissioners, the following quotes were received:

1. Consulting Facilities Services, LLC	\$55,549.32
2. Tib Office, Inc.	\$80,663.13
3. Upright Interiors for Business	\$50,962.71

Comes now, Attorney Fech, stated to the Board, Lake Superior Court County Division Room 1 recommended acceptance of the lowest and most responsive bidder upon review.

Allen made a motion to approve agenda item 3.4 for bidder #3, Upright Interiors for Business, pending review, Tippy seconded the motion. Motion carried 3-0.

Order #52 Agenda #17

In the Matter of Comments – Members of the Public; Elected Officials; Commissioners.

Comes now, Members of the Public, with public comment, Sade Carrasquillo with Shine Recovery Café / For The Love of the Arts, inquired about Opioid Settlement Funds, President Repay responded "I don't know, off the top of my head, so that is probably something we would have to refer to at a later date, but we don't have an answer right now"

Comes now, Elected Officials / Commissioners, public comments, Merry Christmas & Thank you

The next Board of Commissioners Regular Meeting will be held on Wednesday, January 21, 2026 at 10:00 A.M.

There being no further business before the Board at this time, Allen made a motion, seconded by Tippy, to adjourn.

The following officials were Present virtually:
Attorney Matthew Fech

Michael Repay

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

Jerry Tippy

JERRY TIPPY, COMMISSIONER

ATTEST:

Peggy Katona

PEGGY H. KATONA, LAKE COUNTY AUDITOR