

Lake Consolidated Emergency Communications (LakeComm)



**LakeComm Member Board of Directors
Agenda Report - FINAL**

Wednesday, June 18, 2025

2:30 PM

**LOCATION: Central Permit Facility (2nd FL)
500 W. Winchester Road, Libertyville IL**

1. Call to Order

- Pledge of Allegiance

2. Roll Call of Members

3. Approval of Minutes

- 3.1.** Member Board action approving the minutes from the April 16, 2025 LakeComm Member Board of Directors meeting.

Attachments: LakeComm Member Board 4.16.25 Final Minutes (pg. 3)

4. Public Comment

5. Reports

- 5.1.** Financial Report

Attachments: 2025.05 LakeComm Financial Report (pg. 8)

- 5.2.** Executive Director Report

6. Unfinished Business

7. New Business

- 7.1.** Resolution Approving a Lease with the Village of Lake Zurich for a Backup Emergency Communications Center.

Attachments: R-2025-009 (pg. 13)

R-2025-009 Exhibit A (pg. 15)

Backup ECC building diagram (pg. 25)

8. Member Remarks

9. Adjournment

Next Regular Meeting: July 16, 2025, at 2:30 pm, location to be determined.

Lake Consolidated Emergency Communications (LakeComm)



**LakeComm Member Board of Directors
Minutes - FINAL**

Wednesday, April 16, 2025

2:30 PM

**LOCATION: Central Permit Facility (2nd FL)
500 W. Winchester Road, Libertyville IL**

1. Call to Order

- Pledge of Allegiance

Chair Timony called the meeting to order at 2:31 p.m. and led the Pledge of Allegiance.

2. Roll Call of Members

LakeComm Secretary Mike Strong did a roll call of members.

Members Present:

County of Lake – Matthew Meyers, Deputy County Administrator

Village of Antioch – Geoff Guttschow, Village Administrator/Chief of Police

First Fire Protection District of Antioch – Jon Cokefair, Fire Chief

Countryside Fire Protection District - Bruce Brown, Board President

Village of Fox Lake - Donny Schmit, Village President

Fox Lake Fire Protection District – Lynn Soderlund, Board President

Village of Gurnee - Patrick Muetz, Village Administrator

Greater Round Lake Fire Protection District - George Steinberg, Board President

Village of Hawthorn Woods – John Malcolm, Director of Public Safety/Interim Police Chief

Village of Lake Villa – Mike Strong, Village Administrator

Village of Lake Zurich – Steve Husak, Chief of Police

Village of Mundelein – Lynne Monroe, Assistant Village Administrator

Newport Township Fire Protection District – Mark Kirschhoffer, Fire Chief

City of North Chicago – Lazaro Perez, Chief of Police

Village of Round Lake – Brandy Schroff, Village Administrator - LakeComm Treasurer

Village of Round Lake Beach – Scott Hilts, Village Administrator

Village of Round Lake Park – Daniel Burch, Chief of Police

Village of Vernon Hills – Kevin Timony, Village Manager

Wauconda Fire Protection District - Bill Hogan, Board President

Members Absent:

Beach Park Fire Protection District

Village of Island Lake

Village of Kildeer

Lake Villa Fire Protection District

Village of Round Lake Heights

Village of Wauconda

City of Zion

Others Present:

Alicia Conradi, Gurnee

Anne Harper, Lake Zurich

Aaron Rendon, IBEW Local 150
Chas Buschick, Wauconda Fire, Deputy Chief
Chuck Smith, Countryside FPD, Chief
Don Hansen, Mundelein
Heather Cipolla, Lake Zurich
Janna Philipp, Lake County
Jason Kern, LakeComm Executive Director
Jason Seeley, Mundelein Police, Chief
John Kelly, Ottosen, DiNolfo, Hasenbalg & Castaldo Ltd.
Kristy Eckles, Countryside
Lindsay Szafran, FoxComm
Marissa Nowakowski, LC ETSB
Michael Miller, MPD
Molly Jones, Gurnee
Patricia Koesling, Gurnee
Pat Kreis, Vernon Hills PD, Chief
Steve Husak, Lake Zurich PD, Chief
Steve Winnecke, LC ETSB
Taryn Sofie, CenCom
Thai Jamieson, Vernon Hills PD

3. Approval of Minutes

3.1. Member Board action approving the minutes from the March 19, 2025 LakeComm Member Board of Directors meeting.

Attachments: LakeComm Member Board 3.19.25 Final Minutes (pg. 3)

A motion was made by Member Schroff, seconded by Member Meyers, that these minutes be approved. The motion carried unanimously by voice vote.

4. Public Comment

There were no comments from the public.

5. Reports

5.1. Executive Director Report

Executive Director Jason Kern provided a report to the Board on various updates relative to LakeComm's financials, the ROC building progress, 9-1-1 Consolidation Plan, and transition plan for the Agency. He reported that a lease was being finalized with Lake Zurich for the backup facility, and that he recently hired two Deputy Directors to serve the Agency. Mr. Kern provided an overview of the transition plan, and stated that a mid-

July turnover was anticipated, but no decision on the timing of when each PSAP will move has been made. He stated that conversations are taking place and contingencies are being planned based on potential delays for the building's equipment, furniture and furnishings. He stated that various dispatch center staff from around the State of Illinois will be participating in a lobby day in Springfield to educate legislators on the 9-1-1 surcharge.

6. Unfinished Business

There was no unfinished business to discuss.

7. New Business

7.1. Resolution authorizing the appointment of Jason Kern, LakeComm Executive Director, as LakeComm's Illinois Municipal Retirement Fund (IMRF) Authorized Agent.

Attachments: R-2025-006 (pg. 8)

Chair Timony introduced the item and stated that with the hiring of the Executive Director, action is necessary to update LakeComm's authorized agents for IMRF.

Chair Timony asked the Committee if there were any other comments or questions on the item, hearing none he asked for a motion to recommend approval of the Resolution.

A motion was made by Member Burch, seconded by Member Perez, to recommend approval of Resolution 2025-006 Adopting the LakeComm Investment Policy. The following voted "Aye": Members Meyers, Guttschow, Cokefair, Brown, Schmit, Soderlund, Muetz, Steinberg, Malcolm, Strong, Husak, Monroe, Kirschhoffer, Perez, Schroff, Hilts, Burch, Timony and Hogan. The following voted "Nay": none. The following voted "Abstain": none. 19-Ayes, 0-Nays, 0-Abstention. motion carried.

7.2. Resolution authorizing a loan from the Village of Gurnee in accordance with the Intergovernmental Agreement Regarding Loans for LakeComm Transition and Startup Expenses.

Attachments: R-2025-007 (pg. 10)

Chair Timony introduced the item and provided background on the loan commitments that had been made from member agencies to assist with the transition and implementation of the LakeComm agency.

Executive Director Kern provided further background and stated that while the current LakeComm budget is in good position, with the Agency's investment in staff and resources, he wants to ensure funds are available to make payments. He added that the Village Board in Gurnee has authorized the loan, and that action on this Resolution does not obligate the Agency to accept the loan right away, but would authorize access to funds if needed.

Chair Timony asked the Committee if there were any other comments or questions on the item, hearing none he asked for a motion to recommend approval of the Resolution.

A motion was made by Member Steinberg, seconded by Member Schmit, to recommend approval of Resolution 2025-007 Adopting the LakeComm Investment Policy. The following voted "Aye": Members Meyers, Guttschow, Cokefair, Brown, Schmit, Soderlund, Muetz, Steinberg, Malcolm, Strong, Husak, Monroe, Kirschhoffer, Perez, Schroff, Hilts, Burch, Timony and Hogan. The following voted "Nay": none. The following voted "Abstain": none. 19-Ayes, 0-Nays, 0-Abstention. motion carried.

8. Member Remarks

Treasurer Schroff reminded the Board that it was National Telecommunicators Week and expressed her appreciation and support for them on behalf of the Board.

9. Adjournment

A motion was made by Member Perez, seconded by Member Monroe, to adjourn the meeting. The motion carried unanimously by voice vote. Chair Timony adjourned the meeting at 2:52 p.m.

Next Regular Meeting: May 21, 2025 at 2:30 pm at the Round Lake Beach Cultural & Civic Center 2007 Civic Center Way, Round Lake Beach, IL 60073



Lake Consolidated Emergency Communications

Monthly Financial Report For the Month Ended May 31, 2025

Prepared by:



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

Lauterbach & Amen, LLP
668 N. River Rd. Naperville, IL 60563
Phone: 630.393.1483 www.lauterbachamen.com

Lake Consolidated Emergency Communications

Treasurer's Report For the 1 Month Ended May 31, 2025

Cash Activity Summary		Account	Current Period	Prior Period	Change
Beginning Balance	977,869.36	Interest Rate			
Revenue	3,460.62	0% Wintrust - Checking	27,610.59	3,690.93	23,919.66
Expense	(52,528.27)	4.50% Wintrust - MaxSafe	907,639.05	974,178.43	(66,539.38)
Less: AR	6,447.93				
Ending Balance	935,249.64	Total All Accounts	935,249.64	977,869.36	(42,619.72)

	Year-to-Date Actual	Annual Budget	Remaining Budget	Prior Year-to-Date Actual	Increase (Decrease) Over PY
Revenue					
Membership	\$ 0.00	\$ 15,666,270.00	\$ 15,666,270.00	\$ 0.00	\$ 0.00
Other Income	3,460.62	0.00	(3,460.62)	0.00	3,460.62
Total Revenue	3,460.62	15,666,270.00	15,662,809.38	0.00	3,460.62
Expense					
Personnel	47,382.06	13,534,170.00	13,486,787.94	0.00	47,382.06
Professional Services	9,030.00	502,500.00	493,470.00	0.00	9,030.00
Maintenance	0.00	640,000.00	640,000.00	0.00	0.00
Equipment/Supplies	6,545.50	210,000.00	203,454.50	0.00	6,545.50
Facility	113.26	279,600.00	279,486.74	0.00	113.26
Total Expense	52,528.27	15,166,270.00	15,113,741.73	0.00	52,528.27
Excess Revenues(Expense)	\$ (49,067.65)	\$ 500,000.00		\$ 0.00	\$ (49,067.65)

Lake Consolidated Emergency Communications

Statement of Revenues and Expenditures - Modified Cash Basis

For the 1 Month Ended May 31, 2025

	Month-to-Date Actual	Year-to-Date Actual	Annual Budget	Remaining Budget	Percent of Budget Remaining
Revenues					
4120 - Membership Contributions	0.00	0.00	8,059,914.00	8,059,914.00	100.00%
4124 - Lake County Membership Contribution	0.00	0.00	1,006,356.00	1,006,356.00	100.00%
4128 - ETSB from JETSB of Lake County	0.00	0.00	6,600,000.00	6,600,000.00	100.00%
Total Membership Revenue	0.00	0.00	15,666,270.00	15,666,270.00	100.00%
Interest					
4700 - Interest	3,460.62	3,460.62	0.00	(3,460.62)	0.00%
Total Interest	3,460.62	3,460.62	0.00	(3,460.62)	%
Total Revenue	3,460.62	3,460.62	15,666,270.00	15,662,809.38	100.0%
Expenses					
Personnel					
5411 - Regular Salaries	38,653.83	38,653.83	9,200,000.00	9,161,346.17	99.58%
5412 - Overtime	0.00	0.00	707,850.00	707,850.00	100.00%
5440 - Uniforms / Wellness	0.00	0.00	41,920.00	41,920.00	100.00%
Total Personnel	38,653.83	38,653.83	9,949,770.00	9,911,116.17	99.61%
Personnel Benefits					
5423 - Employee Benefits / Health	4,127.98	4,127.98	2,043,600.00	2,039,472.02	99.80%
5424 - Life Insurance	0.00	0.00	21,000.00	21,000.00	100.00%
5432 - IMRF	1,643.24	1,643.24	694,000.00	692,356.76	99.76%
5431 - FICA	2,957.01	2,957.01	758,000.00	755,042.99	99.61%
5434 - Work Comp & Unemployment	0.00	0.00	67,800.00	67,800.00	100.00%
Total Personnel Benefits	8,728.23	8,728.23	3,584,400.00	3,575,671.77	99.76%
Total Personnel	47,382.06	47,382.06	13,534,170.00	13,486,787.94	99.65%
Professional Services					
5503 - Legal	5,637.50	5,637.50	50,000.00	44,362.50	88.73%
5504 - Financial Services	2,300.00	2,300.00	120,000.00	117,700.00	98.08%
5505 - Translation Services	0.00	0.00	20,000.00	20,000.00	100.00%
5506 - HR - Recruiting	0.00	0.00	50,000.00	50,000.00	100.00%
5507 - Bank Fees	75.00	75.00	5,000.00	4,925.00	98.50%
5514 - Employee Testing	0.00	0.00	15,000.00	15,000.00	100.00%
5516 - Postage & Freight	0.00	0.00	500.00	500.00	100.00%
5520 - Travel & Training	0.00	0.00	170,000.00	170,000.00	100.00%
5522 - Dues & Subscriptions	0.00	0.00	12,000.00	12,000.00	100.00%
5610 - Misc Contractual	0.00	0.00	60,000.00	60,000.00	100.00%
6503 - Legal - JETSB	1,017.50	1,017.50	0.00	(1,017.50)	0.00%
Total Professional Services	9,030.00	9,030.00	502,500.00	493,470.00	98.20%
Maintenance					
5530 - Maintenance Agreements	0.00	0.00	640,000.00	640,000.00	100.00%
Total Maintenance Costs	0.00	0.00	640,000.00	640,000.00	100.00%

Lake Consolidated Emergency Communications

Statement of Revenues and Expenditures - Modified Cash Basis

For the 1 Month Ended May 31, 2025

	<u>Month-to-Date Actual</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>Remaining Budget</u>	<u>Percent of Budget Remaining</u>
Equipment					
5600 - Supplies	0.00	0.00	20,000.00	20,000.00	100.00%
5605 - Computer Software	6,545.50	6,545.50	125,000.00	118,454.50	94.76%
5606 - Office Equipment	0.00	0.00	5,000.00	5,000.00	100.00%
5607 - Radio Equipment	<u>0.00</u>	<u>0.00</u>	<u>60,000.00</u>	<u>60,000.00</u>	<u>100.00%</u>
Total Equipment	<u>6,545.50</u>	<u>6,545.50</u>	<u>210,000.00</u>	<u>203,454.50</u>	<u>96.88%</u>
Facility					
5524 - Property/Liability Insurance	0.00	0.00	125,000.00	125,000.00	100.00%
5526 - Telecomm	<u>113.26</u>	<u>113.26</u>	<u>154,600.00</u>	<u>154,486.74</u>	<u>99.93%</u>
Total Facility	<u>113.26</u>	<u>113.26</u>	<u>279,600.00</u>	<u>279,486.74</u>	<u>99.96%</u>
Total Expenses - Operations	<u>52,528.27</u>	<u>52,528.27</u>	<u>15,166,270.00</u>	<u>15,113,741.73</u>	<u>99.65%</u>
Excess Revenue from Operations	<u>\$ (49,067.65)</u>	<u>\$ (49,067.65)</u>	<u>\$ 500,000.00</u>	<u>\$ (549,067.65)</u>	

Lake Consolidated Emergency Communications Vendor Check Report

All Bank Accounts
May 2025

Payee/Acct #	Account Description	Description	Check Date/ Amount	Check Number	Check Amount
Vendor Checks					
GovWorx, Inc.			05/30/25	1250	<u>6,000.00</u>
5605	Computer Software	GovWorx # INV-1112 - CommsCoach Subscription 5/1/25 - 6/30/25	6,000.00		
IRONISTIC			05/30/25	1251	<u>545.50</u>
5605	Computer Software	IRONISTIC Invoice # 251386 Website Compliance & Hosting	505.50		
5605	Computer Software	IRONISTIC Invoice # 251499 Website Hosting	40.00		
Lauterbach & Amen LLP			05/30/25	1252	<u>2,300.00</u>
5504	Financial Services	LA& Invoice # 102254 - February	2,300.00		
Ottosen DiNolfo Hasenbalg & Castaido, Ltd.			05/30/25	1253	<u>5,637.50</u>
5503	Legal	Ottosen Invoice # 12835 - February	2,750.00		
5503	Legal	Ottosen Invoice # 14129 - April	1,980.00		
5503	Legal	Ottosen Invoice # 13388 - March	907.50		
Ottosen DiNolfo Hasenbalg & Castaido, Ltd.			05/30/25	1254	<u>1,017.50</u>
6503	Legal - JETSB	Invoice # 12832 - February	165.00		
6503	Legal - JETSB	Invoice # 13387 - March	522.50		
6503	Legal - JETSB	Invoice # 14125 - April	330.00		
Illinois Municipal Retirement Fund			05/09/25	IMRF	<u>1,746.65</u>
2218	IMRF - Liability	Illinois Municipal Retirement Fund - April	1,677.21		
5432	IMRF	Illinois Municipal Retirement Fund - April	69.44		
Check List Total					<u><u>17,247.15</u></u>

LAKE CONSOLIDATED EMERGENCY COMMUNICATIONS

(LAKECOMM)

RESOLUTION 2025-009

**A RESOLUTION APPROVING A LEASE WITH THE VILLAGE OF LAKE ZURICH
FOR A BACKUP EMERGENCY COMMUNICATIONS CENTER**

WHEREAS, a number of Illinois units of local government have entered into an intergovernmental agreement under the authority of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 and created Lake Consolidated Emergency Communications (LakeComm); and

WHEREAS, the By Laws of LakeComm provide authority to the LakeComm Member Board to approve agreements; and

WHEREAS, LakeComm is required by the Rules of the State Police to maintain a backup communication facility; and

WHEREAS, the Lake Zurich Police Dispatch facility contains telephone, computer-aided dispatch, and radio equipment similar to that used by LakeComm; and

WHEREAS, LakeComm has determined that the Lake Zurich Police Department Dispatch facility is able to serve as a backup center for LakeComm in the event the LakeComm Dispatch center is unable to function; and

WHEREAS, the Village of Lake Zurich is a member of LakeComm and has agreed to enter into a lease agreement with LakeComm for the use of the Lake Zurich Police Dispatch Facility as a backup communication center; and

WHEREAS, the Village of Lake Zurich and LakeComm have negotiated the terms of a lease agreement for the Lake Zurich Police Dispatch facility and associated space and access.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBER BOARD OF LAKECOMM, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE:

The foregoing recitals are incorporated herein and by this reference made a part hereof as findings of the Member Board of LakeComm as if fully set forth here.

SECTION TWO:

The Member Board of LakeComm hereby approves the lease with the Village of Lake Zurich for use of the Lake Zurich Police Dispatch Facility and associated spaces and access as more fully described and set forth in EXHIBIT A attached to and made a part of this Resolution.

SECTION THREE:

The Executive Director of LakeComm is authorized to execute the Lease with the Village of Lake Zurich.

That this Resolution shall be in full force and effect immediately upon passage by the LakeComm Member Board.

ADOPTED at Lake County, Illinois, on _____, 2025.

AYES: _____

NAYS: _____

ABSTAIN: _____

	Aye	Nay	Abstain	Absent
Village of Antioch				
First Fire Protection District of Antioch				
Beach Park Fire Protection District				
Countryside Fire Protection District				
Village of Fox Lake				
Fox Lake Fire Protection District				
Village of Gurnee				
Greater Round Lake Fire Protection District				
Village of Hawthorn Woods				
Village of Island Lake				
Village of Kildeer				
County of Lake				
Village of Lake Villa				
Lake Villa Fire Protection District				
Village of Lake Zurich				
Village of Mundelein				
Newport Fire Protection District				
City of North Chicago				
Village of Round Lake				
Village of Round Lake Beach				
Village of Round Lake Heights				
Village of Round Lake Park				
Village of Vernon Hills				
Village of Wauconda				
Wauconda Fire Protection District				
City of Zion				

 CHAIR
 LAKECOMM MEMBER BOARD OF DIRECTORS

 SECRETARY
 LAKECOMM MEMBER BOARD OF DIRECTORS

Exhibit A

LakeComm Resolution 2025-009

**A RESOLUTION APPROVING A LEASE WITH THE VILLAGE OF LAKE ZURICH
FOR A BACKUP EMERGENCY COMMUNICATIONS CENTER**

LEASE AGREEMENT

This lease agreement (“**Agreement**”), is made by and between Lake Consolidated Emergency Communications (“**LakeComm**”), having those duties, powers and functions as provided under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Lake County ordinances, and the Village of Lake Zurich, an Illinois municipal corporation (“**Lake Zurich**”).

WHEREAS, Lake Zurich staffs and operates its own police department and law enforcement operations, said department located at the public facility at 200 Mohawk Trail, Lake Zurich, Illinois (“**Department**”); and

WHEREAS, the central administrative and operations facility for the Department is located at 200 Mohawk Trail, Lake Zurich, Illinois (“**Facility**”); and

WHEREAS, Lake Zurich currently houses redundant and backup servers used to run the shared 9-1-1 Phone System and the countywide Computer Aided Dispatch (CAD) System at its Facility; and

WHEREAS, Lake Zurich currently houses office and server space for the Lake County Emergency Telephone System Board at its Facility to facilitate the administration of the shared 9-1-1 Phone System and the countywide CAD System; and

WHEREAS, Lake Zurich has been previously identified and offered a portion of their Facility to house the back-up Emergency Communications Center (ECC) for LakeComm; and

WHEREAS, it is a benefit to the LakeComm system to be authorized to utilize the space identified herein for the purposes set forth herein; and

WHEREAS, as set forth hereinafter, there are financial and service reliability benefits to Lake Zurich to allow LakeComm access to and use of the spaces identified herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

- 1) Lake Zurich shall:
 - a) Allow LakeComm access to and use of the following existing dedicated working space, including utility service for the space (electric, heating, air conditioning, and back-up power, along with reasonable access to and from the space and to the general common area space and facilities for LakeComm employees pursuant to Lake Zurich’s security protocols. Access to and from any authorized LakeComm equipment installations will follow existing safety access procedures and guidelines. The space and its access points

(together, “**Premises**”) is located in the Lake Zurich Police Department at 200 Mohawk Trail, Lake Zurich Illinois, 60047. The specific spaces comprising the Premises are identified as:

- (1) 9-1-1 Emergency Communications Center
- (2) Office 239;
- (3) Room 240 (Server Room); while Lake Zurich retains the right to utilize this space for Lake Zurich needs, best efforts will be made to accommodate additional server space in room #240 (the telecommunications room), where previous Lake County ETSB equipment is housed for equipment needed to back-up the 9-1-1 Phone System and CAD System; and
- (4) The general common area entry and exit area spaces to and from the above 9-1-1 Emergency Communications Center, Office 239 and Room 240
- (5) The common restrooms and breakroom within the Lake Zurich Police Department facility.

The Premises are further identified in **Exhibit A** hereto.

- b) Allow LakeComm to install and use any and all needed connections to communications systems, as well as any other connections necessary for the completion of the Premises and the proper operation of LakeComm’s administration of its 9-1-1, CAD, and Radio systems, provided no such connections can interfere with, or cause any interruption or interference with Lake Zurich communications equipment or systems.
- c) Review and approve placement of any equipment or communication lines prior to their installation within the police department, radio tower, and communications shelter.
- d) Contract for and direct the remodeling tasks to incorporate LakeComm’s back-up ECC configuration which includes 16 back-up dispatch positions for LakeComm employees. Lake Zurich affirms that the construction contracts will contain appropriate provisions for insurance and indemnification during the remodeling phase and that there will be compliance with any and all applicable local, state and federal laws and regulations including, but not limited to, the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
- e) Keep the inside and outside of the Premises clean and well maintained, including the improvements of which the Premises is a part, the common areas, parking areas, walks,

driveways, sewer and water lines, heat, air-conditioning, elevator, entrances, exterior walls, roof, windows, and doors.

- f) Not be liable for damages resulting from interruption of, failure of or delay in furnishing any service or utility, whether it is the responsibility of Lake Zurich or of others when the damages are caused by events beyond the reasonable control of Lake Zurich. Unless provided by law, Lake Zurich shall not be liable in damages on account of any loss to LakeComm's personal property or equipment occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any defect or surge in the electric wiring or by reason of any latent defect in, around or about the Department, and shall maintain appropriate insurance to protect its own interest with respect to such risks. Lake Zurich agrees to secure a policy of public liability insurance for its entire Lake Zurich facility at 200 Mohawk Trail, Lake Zurich, Illinois, 60047 including the Premises, which will respond to claims for damages because of bodily injury or death of any person, as well as claims for property damage. No provision herein shall serve to waive, alter or change the current immunities enjoyed by Lake Zurich under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et. seq.), Illinois common law or any other applicable legal protection afforded Lake Zurich under the law.
 - g) Immediately report to the LakeComm Executive Director any communication, electronic or system intrusions, risks, breaches that impact the common telecommunications network, facilities or systems in place in the Department and used by LakeComm, that come to the attention of Lake Zurich or its staff.
2. In exchange for use of the Premises, LakeComm shall:
- a) Reimburse Lake Zurich for the cost of remodeling its building, said work provided at Section 1, c), not to exceed the bid amount Lake Zurich previously provided to Lake County ETSB dated January 7, 2025 unless authorized by the contract for the work or proper change order approved by LakeComm to prepare the Premises to accommodate the requirements of LakeComm for its administration of LakeComm's back up ECC. Such reimbursement will be paid pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
 - b) Pay rent according to the rent schedule attached and made part of this Lease as Lease Exhibit C. Payments shall be made by LakeComm annually.
 - c) Be responsible for its own telephone and internet/data services including initial set up/connection costs and use and maintenance fees.

- d) Use and occupy the Premises in a careful, safe and proper manner, to commit no waste and to keep Premises in a clean and safe condition in accordance with this Agreement and with all laws, regulations, orders, ordinances, and the lawful directions of proper public officers. LakeComm agrees that the uses of the Premises shall be consistent with the current Lake Zurich standards of good operations.
- e) Not permit the accumulation of rubbish, trash, garbage or refuse in or around the Premises and will either remove same at LakeComm's expense or use a service as Lake Zurich directs.
- f) Not create any openings in the roof or exterior walls, nor make any alterations or additions to the Premises without prior written consent of Lake Zurich.
- g) Not cause or permit any lien or encumbrance, whether created by act of LakeComm, operation of law or otherwise, to attach to or be placed upon Lake Zurich's title or interest in the Premises. In case of any such lien attaching, LakeComm shall immediately pay and remove such lien or furnish security or indemnify Lake Zurich in a manner satisfactory to Lake Zurich in its sole discretion to protect Lake Zurich against any defense or expense arising from such lien. Except during any period in which LakeComm appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, LakeComm shall immediately pay any judgment rendered against the Premises, Lake Zurich or LakeComm, *Tenant*, with all proper costs and charges, and shall have the lien released and any judgment satisfied.
- h) Be fully responsible for any damage to the Premises and personal property located within the Department and Premises unless directly caused by the negligent or willful conduct of Lake Zurich, ordinary wear and tear excepted. LakeComm will also be fully responsible for all of its personal property located on Department property or within the Premises. LakeComm will maintain the appropriate insurance coverage for all of the described purposes in this paragraph, including proper coverages to protect and indemnify Lake Zurich against internet-based risks related to errors and omissions, negligence regarding safeguarding data and communications, damages or losses to others caused by such acts or omissions, data and communications infrastructure, privacy, governance and control liability, or bodily injury and property damage where such injury, death or damage occurs, in whole or in part, because of or, in any manner arising out of, or in connection with, LakeComm's use of the Premises.

- i) Indemnify, defend, and hold Lake Zurich harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Lake Zurich or LakeComm by reason of LakeComm's performance of or failure to perform any of LakeComm's obligations under this Lease, or LakeComm's negligent acts or failure to act, or resulting from the acts or failure to act of LakeComm's contractors, respective officers, directors, agents, or employees.

- j) For those common use electronic connections, facilities, operating systems, hardware and software, LakeComm will work with, coordinate, and install such security and operating measures and systems as are recommended as needed by the Lake Zurich communications and technology staff. Any communication, electronic or system intrusions, risks, breaches that impact the common telecommunications network, facilities or systems in place in the Department and used by LakeComm, that come to the attention of LakeComm or its staff, shall be immediately reported to the Lake Zurich Chief of Police. Deinstallation and removal of outdated equipment or communications lines shall take place within 30 days of their decommissioning.

- k) Not perform or permit, nor allow any of its staff, consultants, or contractors, to engage in any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises or Department. LakeComm shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Lake Zurich's fire insurance carrier.

- l) Shall ensure that its invitees are supervised and abide by all conditions and terms of this Agreement. LakeComm invitees shall always be deemed to be under LakeComm's supervision while on the Premises or in the Department.

- m) Not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof. LakeComm shall not use the Premises for any impermissible religious activities.

- n) Comply with all laws and reasonable rules and regulations in the operations of the Department including, but not limited to, any parking lot rules and regulations.

3. Both Parties agree:

- a) That the term of the Agreement will be for twenty-five (25) years, effective from the date it is signed by both Parties, to be automatically renewed for successive, five-year terms unless either Party provides written notice of termination eighteen (18) months prior to the expiration of the then-current Agreement.
- b) Notwithstanding any other provision herein, either Party may terminate the Agreement at any time and reason upon three hundred sixty-five (365) days prior written notice. Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To Lake Zurich:

Ray Keller
Village Manager
70 E. Main St.
Lake Zurich, IL 60047
Ph.: 847-438-5141
Email: ray.keller@lakezurich.org

To Lake Consolidated Emergency Communications:

Jason E. Kern
Executive Director
Lake Consolidated Emergency Communications
Ph.: 847-984-2320
Email: jason.kern@lakecomm911.org

Any change in the contact information above shall be communicated using the same notice provisions listed above.

- c) If the Agreement is terminated, LakeComm, within one (1) year and at its sole expense, shall remove furnishings and equipment and restore the Premises as nearly as possible to the condition they were in prior to taking possession. Non-standard improvements shall

be removed as part of LakeComm’s restoration obligation unless Lake Zurich agrees in writing to leave them. The remodeling tasks referenced further above (to incorporate LakeComm’s back-up ECC configuration) shall not be considered “non-standard” improvements.

- d) None of the terms or conditions of the Agreement shall be altered, modified, waived or abandoned unless they are completed in writing and are signed by both Parties.
- e) Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.
- f) This Agreement may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.
- g) This Agreement shall be governed by the laws of Illinois, without giving effect to principles of conflict of laws, and all matters arising under this agreement, including all tort claims shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

Signed:

_____ day of _____, 2025

Village of Lake Zurich

By: _____
Village President

_____ day of _____, 2025

Lake Consolidated Emergency
Communications

By: _____
Member Board of Directors, Chair

EXHIBIT A:

Upon approval of this Agreement and transition of Lake Zurich dispatch services to the Regional Operations Center (ROC), LakeComm may occupy the Premises defined in this lease and shall commence paying Lake Zurich according to the rent schedule below.

The lease year's rental amount shall be in accordance with LakeComm's fiscal year (May 1 to April 30), with each subsequent year's rent being the amount shown or calculated for the next following lease year.

Leased Space

LakeComm back-up Emergency Communications Center (ECC): 1,565 square feet

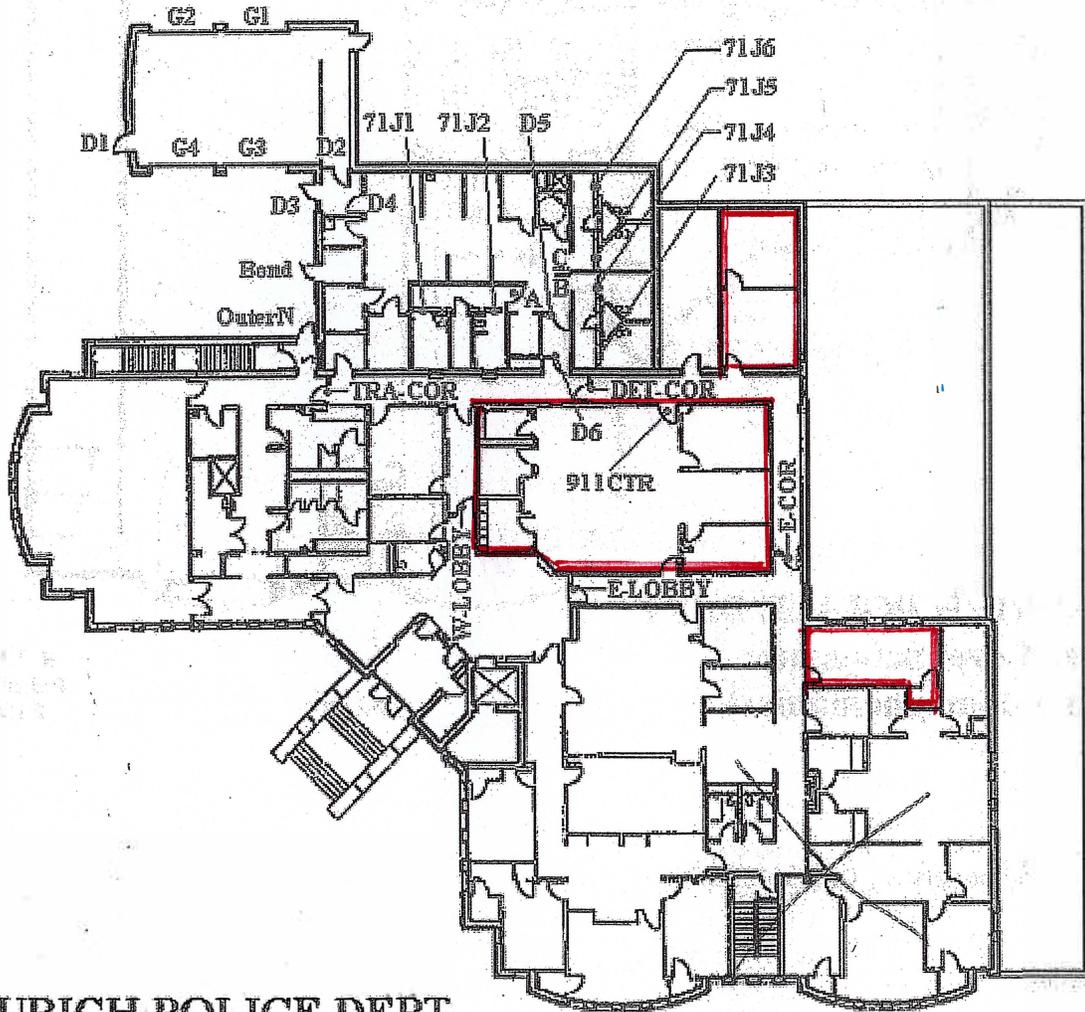
Square Footage Calculations:

Backup ECC:	1,290 square feet
Office 239:	275 square feet
Total Dedicated Space:	1,565 square feet
Shared Space (LakeComm and Lake Zurich) – no charge	
Room 240 (Server Room):	364 square feet

EXHIBIT B

Rent Schedule

Lease Year	LakeComm Fiscal Year	Rent	Notes
0	2025/26	No Rent	Initial Occupancy through April 30, 2026
1	2027	\$17,000	First full year begins May 1, 2026
2	2028	\$17,340	Years 2-5 2% annual increase applied
3	2029	\$17,686	Years 2-5 2% annual increase applied
4	2030	\$18,040	Years 2-5 2% annual increase applied
5	2031	\$18,401	Years 2-5 2% annual increase applied
6	2032		Years 6-25 annual increase based on CPI used for PTELL
7	2033		
8	2034		
9	2035		
10	2036		
11	2037		
12	2038		
13	2039		
14	2040		
15	2041		
16	2042		
17	2043		
18	2044		



LAKE ZURICH POLICE DEPT
Upper Level Schematic
(remote door pnemonics)

R.J. Wolf
 Radicom Inc
 2/18/02