



TRI-COM BOARD OF DIRECTORS SPECIAL MEETING
Special Meeting Agenda
Thursday, April 18, 2019

Location: Tri-Com Central Dispatch, 3823 Karl Madsen Drive, St. Charles, IL 60175

Time: 9:30 AM

Call Meeting to Order: Roll Call

Old Business: None

New Business:

- 1) Authorize Approval of Resolution 2019-03: StarCom21 Infrastructure Change Order for Modifications to the Sugar Grove Water Tower with a Cost of \$25,571.00
- 2) Authorize Approval of Resolution 2019-04: To Enter into an Agreement with Motorola Solutions, Inc. for StarCom21 Digital Trunked Radio Network System Key Access Application and Non-Disclosure Agreement

Public Comment:

Closed Session:

- 1) For the purpose of discussing:
 - A) Employment/Appointment Matters
 - B) Legal Matters
 - C) Business Matters
 - D) Security/Criminal Matters
 - E) Miscellaneous Exceptions to the Open Meetings Act

Adjournment:

Next Regular Meeting: Wednesday, May 8, 2019 at 8:00 A.M.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Change Order #1 for Motorola Solutions, Inc. for Communications System (StarCom 21)		
Presenter & Title:	Nicole Lamela, Executive Director		
Date:	April 18, 2019		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$ 25,571		Budgeted?	<u> </u> YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i> The expense will be funded by the capital equipment reserves.			
Executive Summary:			
<p>The contract with Motorola for the StarCom system was signed on September 25, 2018 for \$3,830,383.</p> <p>Change order #1 is for the installation of additional anchor bolts to the existing water tower located at 75 Railroad, Sugar Grove, Illinois. This modification is needed due to a failed structural analysis; after adding additional radio equipment to the site for the StarCom21 radio project. Modification will be done per specifications found in the attached Infinigy Structural Report.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution 2019-03 • Change order #1 			
Recommendation / Suggested Action: (briefly explain)			
Staff requests that the Board of Directors authorize the Executive Director to execute Change Order Number One (1) for the Communications System (StarCom 21) with Motorola Solutions, Inc. increasing the total contract amount to \$3,855,954 and allow the City Administrator to approve up to \$25,571 in Change Orders for a total not-to-exceed amount of \$3,855,954.			

RESOLUTION NO. 2019-03

RESOLUTION AUTHORIZING EXECUTION OF CHANGE ORDER #1 WITH MOTOROLA SOLUTIONS, INC. FOR COMMUNICATIONS SYSTEM (STARCOM 21)

WHEREAS, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

NOW, THEREFORE BE IT RESOLVED by the Tri Com Board of Directors, as follows:

SECTION 1. That the Board of Directors of Tri-Com Central Dispatch on September 28, 2018 entered into a contact with Motorola Solutions, Inc that exceeded \$25,000.

SECTION 2. Pursuant to the terms of the Agreement, the Contractor agreed to complete the Communications System (StarCom 21) at a cost of \$3,830,838.

SECTION 3. That the Agreement was approved by the Board of Directors and the scope of services to be provided by the Contractor needs to be increased, necessitating a change order in the Agreement.

SECTION 4. The Contractor is to make the changes requested by the Tri-Com Central Dispatch.

SECTION 5. Pursuant to best practices and mirroring 720 ILCS 5/33E-9, the Board of Directors finds (1) the circumstances said to necessitate the change in performance we not reasonably foreseeable at the time the Contract was entered; and (2) is germane to the original Contract as signed, and (3) the change order is in the best interest of Tri-Com Central Dispatch.

SECTION 6: Whereas, mirroring 720 ILCS 5/33E9 requires that any change order be made in writing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Tri-Com Central Dispatch, as follows:

That the provisions outlined in the Memorandum of the Change Order request #1 attached hereto, is hereby approved and the Executive Director is authorized to execute this Change Order incorporating said proposal increasing the contract to the amount of \$3,855,954.

Passed by the Tri Com Board of Directors, this 18th day of April, 2019.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Chairman

ATTEST:

Vice Chairman

**STARCOM21 DIGITAL TRUNKED RADIO NETWORK
SYSTEM KEY ACCESS APPLICATION AND NON-DISCLOSURE AGREEMENT**

This StarCom21 System Key Access Application and Non-Disclosure Agreement (“Agreement”) is entered into as of the Effective Date, between Motorola Solutions, Inc. with offices at 1299 E. Algonquin Road, Schaumburg, IL 60196 (“Motorola”) and _____ with offices at (“Applicant”). Motorola and Applicant may be referred to herein individually as “Party” and collectively as “Parties.”

Whereas; On September 28, 2001, Motorola and the State of Illinois entered into an agreement for the implementation of a statewide digital trunked radio network, also known as the StarCom21 network (“Network”); and

Whereas; Motorola, the Network Manager/Owner, is responsible for managing the Network’s confidential legacy and/or Advanced System Keys and Network talkgroup/fleetmap; for providing the legacy and/or Advanced System Key and talkgroup/fleetmap radio “template files” to authorized third party service providers and self-maintained Network users to program authorized radios for use on the Network; and for populating and managing the Network’s radio database. Only radios authorized by Motorola and the State of Illinois for use on the Network will be activated on the Network and added to the Network’s radio database. Motorola’s Network manager(s) will be the only personnel authorized to activate and deactivate radios for use on the Network and inclusion in the Network’s radio database.

Now therefore; for good and valuable consideration, the Parties agree as follows:

Section 1 – Definitions

“Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

Section 2 – Scope of Work

SCOPE OF WORK. Motorola will provide the Advanced System Key, including any related equipment and documentation, and perform its other contractual responsibilities in accordance with this Agreement. Applicant will perform its contractual responsibilities in accordance with this Agreement.

Section 3 – Term and Termination

Unless terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, Applicant's right to use the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files to program radios for use on the Network will begin on the Effective Date and will continue until June 30, 2022. If Applicant breaches this Agreement, this Agreement will be terminated immediately upon notice by Motorola. Applicant acknowledges that Motorola has made a considerable investment of resources in the development and safeguarding of its confidential legacy and/or Advanced System Key and talkgroup/fleetmap radio template files and that reasonable and appropriate limitations on Applicant's use of the confidential Network legacy and/or Advanced System Keys and talkgroup/fleetmap radio template files are necessary for Motorola to protect its investment, trade secrets, and valuable intellectual property rights concerning the confidential Network legacy and/or Advanced System Keys and talkgroup/fleetmap radio template files. Applicant also acknowledges that its breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to immediate termination of this Agreement, Motorola will be entitled to all available remedies at law or in equity; including immediate injunctive relief and repossession of the confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and associated documentation.

Either Party may, upon written notification to the other Party, terminate this agreement at any time with or without cause. Within thirty (30) days of the termination of this Agreement for any reason, Applicant must return to Motorola all copies of the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files regardless of media format; all copies of radio programming archive files associated with the Network regardless of media format; and all associated Network documentation regardless of media format. In addition, Applicant will provide Motorola with a certification, in writing and signed by an authorized representative of Applicant, certifying that Applicant has not distributed and/or retained any materials, regardless of the media format, in any way related to the Network.

Section 4 – Limitations on Use

Use of confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files is limited to programming and maintaining radios that have been authorized for use on the Network by the Network Manager. Any other use of the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files is strictly prohibited under the terms of this Agreement.

Section 5 – Audit

Motorola and the State of Illinois reserve the right to audit, at any time during normal business hours, Applicant's records related to its use of confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and all computers used by Applicant to program authorized radios onto the Network to ensure compliance this agreement.

Section 6 – Ownership and Title

Confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files disclosed under this Agreement are the exclusive property of Motorola.

Title to the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files will not pass to Applicant at any time and remains vested exclusively in Motorola. Motorola owns and retains all of its proprietary rights in any form concerning the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files including all rights in patents, patent applications,

inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties. Nothing in this Agreement is intended to restrict the proprietary rights of Motorola or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Applicant confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 7 – Transfer

Applicant will not transfer the confidential Network legacy and/or the Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and/or associated documentation to any third party without Motorola's prior written consent, which consent may be withheld in Motorola's reasonable discretion and which may be conditioned upon the transferee paying all applicable fees and agreeing to be bound by this Agreement.

Section 8 – Disclaimer of Warranties

DISCLAIMER OF WARRANTIES. The confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio templates are provided to Applicant under this Agreement are provided "AS IS." Motorola makes no representations or warranties with respect to the confidential legacy and/or Advanced System Key and talkgroup/fleetmap radio template files. MOTOROLA DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 – Indemnification

Applicant will defend, indemnify and hold Motorola harmless from and against any and all loss, claim, or damage of any kind, including but not limited to any liability, expense, judgment, suit, cause of action, or demand which may accrue against Motorola to the extent it is caused by the acts or omissions of Applicant, or their employees, agents, representatives, or subcontractors.

Section 10 – Confidential Information and Proprietary Rights

CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. For purposes of this provision, the Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files constitute Motorola Confidential Information.

If a Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Party from whom disclosure is sought will give to the other Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Party from whom disclosure is sought determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

All Motorola Confidential Information remains the property of Motorola and will not be copied or reproduced without the express written permission of Motorola. Within ten (10) days of receipt of Motorola's written request, the Applicant will return all Motorola's Confidential Information to Motorola along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. No license, express or implied, in Motorola's Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Motorola makes no other representation or warranty of any kind with respect to the Confidential Information.

PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola owns and retains all of their Proprietary Rights in the Network talkgroup/fleetmap radio templates and legacy and/or Advanced System Keys and associated documentation and nothing in this Agreement is intended to restrict Motorola's Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Applicant the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files remain vested exclusively in Motorola, and this Agreement does not grant to Applicant any shared development rights of intellectual property. Except as explicitly provided in this Agreement, Motorola does not grant to Applicant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Applicant will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio templates or radio programming archives or permit or encourage any third party to do so.

Section 11 – General

NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Applicant
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

COMPLIANCE WITH LAWS. The Parties will comply with all applicable laws and regulations, including export laws and regulations of the United States. Applicant will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Motorola.

ASSIGNMENTS. Motorola may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Applicant.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Illinois.

WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 1 (Exhibits) and all Exhibits thereto; Section 2 (Definitions); Section 4 (Term and Termination); Section 5 (Limitations on Use); Section 6 (Audit); Section 7 (Ownership and Title); Section 9 (Disclaimer of Warranties); Section 10 (Indemnification); Section 12 (Confidential Information and Proprietary Rights); and all of this Section 13 (General).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Motorola Solutions, Inc.

INSERT APPLIANT NAME HERE

By: _____
(signature of authorized representative)

By: _____
(signature of authorized representative)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date _____

Date _____

Witness _____

Witness _____

Printed Name: _____

Printed Name: _____

Date _____

Date _____

State of _____
County of _____

This instrument was acknowledged before me on this _____ day of _____, 201__ by
_____ as (Title: _____) and
_____ as Witness of (Co. Name: _____).
(Seal)

Notary Public Signature
Commission Expires: _____

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Water Tank Modification Report

March 11, 2019

Site Name	SUGAR GROVE WATER TOWER
Infinigy Job Number	1145-Z0001-B
Client	Installation Services, Inc.
Proposed Carrier/Owner	City of Sugar Grove
Site Location	75 Railroad St., Sugar Grove, IL 41° 45' 30.6" N NAD83 88° 26' 42.7" W NAD83
Structure Type	152' Water Tank
Usage	86%
Overall Result	Pass

Upon reviewing the results of this analysis, it is our opinion that the structure meets the specified TIA and AWWA code requirements with the following modifications installed. The water tank and anchors are, therefore, deemed adequate to support the existing and proposed loading listed in this report.

- Install (4) additional 2-1/4"Ø F1554-55 anchor bolts on pedestal.

Bryan P. Mawhinney
Project Engineer I | INFINIGY

AZ CA CO FL GA IL MD NC NH NJ NY TX WA

INFINIGY

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Introduction

Infinigy Engineering has been requested to perform a structural analysis on the existing 152' water tank. All supporting documents have been obtained from the client and are assumed to be accurate and applicable to this site. The tank was analyzed using Risa version 17.0.2.

Supporting Documentation

Previous Analysis	Infinigy Job #1145-Z0001-B, dated November 31, 2018 W-T Job #T120945, dated June 26, 2016
Construction Documents	Infinigy Job #499-040, dated April 26, 2017
TIA Inspection	Infinigy Inspection Report, dated September 25, 2017
Proposed Loading	Email Correspondence, dated November 13, 2018

Analysis Code Requirements

Wind Speed	90 mph (3-Second Gust, ASD) / 115 mph (3-Second Gust, V_{ULT})
Wind Speed w/ ice	40 mph (3-Second Gust) w/ 3/4" ice
TIA Revision	ANSI/TIA222-G
Water Tank Code	ANSI/AWWA D100-11
Adopted IBC	2015 IBC
Structure Class	III
Exposure Category	1
Topographic Category	C
Calculated Crest Height	0 ft.

Conclusion

Upon reviewing the results of this analysis, it is our opinion that the structure meets the specified TIA and AWWA code requirements. The structure and connections for the proposed carrier are therefore deemed adequate to support the final loading configuration as listed in this report.

If you have any questions, require additional information, or actual conditions differ from those as detailed in this report please contact me via the information below:

Bryan P. Mawhinney
 Project Engineer I | **INFINIGY**
 O - 518.690.0790
BMawhinney@infinigy.com | www.infinigy.com

Water Tank Analysis Report

March 11, 2019

Existing Loading

Mount Height (ft)	Qty.	Appurtenance	Mount Type	Carrier
170.0	2	10' Omni	Platform w/ Handrails	Unknown
	6	72" x 6" Panels		
	2	20' Dipole		
160.0	6	CellMax CMA-BDHH/6521/E0-6	Low Profile Platform	T-Mobile
	3	Commscope SBNH-1D65C		
	3	Andrew ETW190VS12UB		
	3	Nokia FRIG		
	3	Nokia FHFB		
	1	Raycap COVP		
	2	12" x 12" Square Dish		

Proposed Loading

Mount Height (ft)	Qty.	Appurtenance	Mount Type	Carrier
170.0	2	RFI CC807-6	Platform w/ Handrails	City of Sugar Grove
	1	Bird TTA		

Final Configuration

Mount Height (ft)	Qty.	Appurtenance	Mount Type	Carrier
170.0	2	10' Omni	Platform w/ Handrails	Unknown
	2	RFI CC807-6		
	6	72" x 6" Panels		
	1	Bird TTA		
	2	20' Dipole		
160.0	6	CellMax CMA-BDHH/6521/E0-6	Low Profile Platform	T-Mobile
	3	Commscope SBNH-1D65C		
	3	Andrew ETW190VS12UB		
	3	Nokia FRIG		
	3	Nokia FHFB		
	1	Raycap COVP		
	2	12" x 12" Square Dish		

March 11, 2019

Structure Usages

Maximum Water Tank Plate Usage:	75.9%
Maximum Anchor Bolt Stress (tank considered empty)*:	85.9%

*The anchor bolt uplift was checked assuming the water tank to be decommissioned and void of water. Controlling tank usage is 75.9% when the tank is in operation and is deemed satisfactory.

Assumptions and Limitations

Our structural calculations are completed assuming all information provided to Infinigy Engineering is accurate and applicable to this site. If actual conditions differ from those described in this report Infinigy Engineering should be notified immediately to complete a revised evaluation.

Our evaluation is completed using standard TIA, AISC, ACI, and ASCE methods and procedures. Our structural results are proprietary and should not be used by others as their own. Infinigy Engineering is not responsible for decisions made by others that are or are not based on our supplied assumptions and conclusions.

This report is an evaluation of the tower structure only and does not reflect adequacy of any existing antenna mounts, mount connections, or coax mounting attachments. These elements are assumed to be adequate for the purposes of this analysis and are assumed to have been installed per their manufacturer requirements.

Water Tank Anchor Bolt Check

Site Name	CH17478A
Client	Smartlink
Carrier	T-Mobile
Engineer	BPM
Date	10/19/2017



Code	AWWA D100-11	
Base Moment Overturn	4802.3056	kip-ft
Base Shear	48.883	Kips
Bolt Diameter	2.25	in
Bolt Net Area	3.248	In^2
# Bolts	16	
Bolt Grade	A36	
Diameter Bolt Circle	18.5	ft
Weight Empty Tank	145.585	kips

Uplift (per bolt)	55.79696	kips
Shear (per bolt)	3.0551875	kips
Stress (per bolt)	17.178867	KSI
Allowable Stress	20	

Result	OK	85.894334
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WATER TOWER MODIFICATION DRAWINGS

PREPARED BY:

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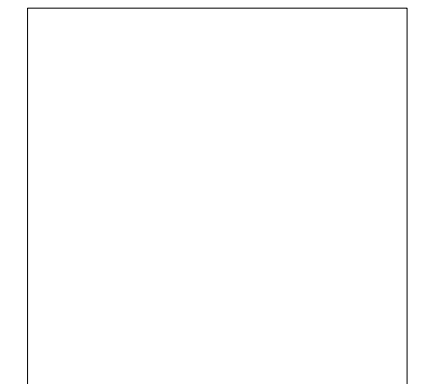


CH17478A
SUGER GROVE WATER TOWER
75 RAILROAD ST.
SUGAR GROVE. IL 60554

02/12/2019

INFINIGY JOB # 1145-Z0001-B

NOTE:
THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE
SOLE PROPERTY OF INFINIGY AND MAY NOT BE
REPRODUCED, EDITED, MODIFIED OR REDISTRIBUTED
WITHOUT THE EXPRESS WRITTEN CONSENT OF INFINIGY.



PROFESSIONAL SEAL

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE
DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THESE DOCUMENTS.

SHEET NUMBER:

S-1

GENERAL NOTES:

1. THESE DOCUMENTS WERE DESIGNED IN ACCORDANCE WITH THE LATEST VERSION OF APPLICABLE LOCAL/STATE/COUNTY/CITY BUILDING CODES, AS WELL AS ANSI/TIA-222 STANDARD, AWWA-D100 STANDARD, NDS, NEC, MSJC, AND/OR THE LATEST VERSION OF THE INTERNATIONAL BUILDING CODE, UNLESS NOTED OTHERWISE IN THE CORRESPONDING STRUCTURAL REPORT.
2. ALL CONSTRUCTION METHODS SHOULD FOLLOW STANDARDS OF GOOD CONSTRUCTION PRACTICE.
3. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS EXPERIENCED IN SIMILAR CONSTRUCTION.
4. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. IF OBSTRUCTIONS ARE FOUND, CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD PRIOR TO CONTINUING WORK.
5. ANY CHANGES OR ADDITIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL CHANGES OR ADDITIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION AND/OR CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE A COMPLETE AND STABLE STRUCTURE DURING CONSTRUCTION. TIA-1019-A-2011 IS AN APPROPRIATE REFERENCE FOR THOSE DESIGNS MEETING TIA STANDARDS. THE ENGINEER OF RECORD MAY PROVIDE FORMAL RIGGING PLANS AT THE REQUEST AND EXPENSE OF THE CONTRACTOR.

7. INSTALLATION SHALL NOT INTERFERE NOR DENY ADEQUATE ACCESS TO OR FROM ANY EXISTING OR PROPOSED OPERATIONAL AND SAFETY EQUIPMENT.
8. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION. CONTACT INFINIGY ENGINEERING IF ANY DISCREPANCIES EXIST.
9. ALL LOCATIONS WITH DAMAGED PAINT TO BE REPAINTED AS DEFINED BY CITY STANDARDS, MATCHED WITH EXISTING PAINT

STEEL CONSTRUCTION NOTES:

1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC MANUAL OF STEEL CONSTRUCTION 14TH EDITION, FOR THE DESIGN AND FABRICATION OF STEEL COMPONENTS.
2. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES, AND GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A780 AND MANUFACTURERS' RECOMMENDATIONS.
3. ALL FIELD DRILLED HOLES TO BE USED FOR FIELD BOLTING INSTALLATION SHALL BE STANDARD HOLES, AS DEFINED BY AISC, UNLESS NOTED OTHERWISE.
4. ALL EXTERIOR STEEL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123, EXCEPT WHERE NOTED.
5. ALL STEEL MEMBERS AND CONNECTIONS SHALL MEET THE FOLLOWING GRADES:
 - ANGLES, CHANNELS, PLATES AND BARS TO BE A36. Fy=36 KSI, U.N.O.
 - W SHAPES TO BE A992. Fy=50 KSI, U.N.O.
 - RECTANGULAR HSS TO BE A500, GRADE B. Fy=46 KSI, U.N.O.
 - ROUND HSS TO BE A500, GRADE B. Fy=42 KSI, U.N.O.
 - STEEL PIPE TO BE A53, GRADE B. Fy=35 KSI, U.N.O.
 - BOLTS TO BE A307. Fu=120 KSI, U.N.O.
 - U-BOLTS AND LAG SCREWS TO BE A307 GR A. Fu=60 KSI, U.N.O.
6. ALL WELDING SHALL BE DONE USING E70XX ELECTRODES, U.N.O.
7. ALL WELDING SHALL CONFORM TO AISC AND AWS D1.1 LATEST EDITION.
8. ALL HILTI ANCHORS TO BE CARBON STEEL, U.N.O.
 - MECHANICAL ANCHORS: KWIK BOLT-TZ, U.N.O.
 - CMU BLOCK ANCHORS: ADHESIVE - HY120, U.N.O.
 - CONCRETE ANCHORS: ADHESIVE - HY150, U.N.O.
 - CONCRETE REBAR: ADHESIVE - RE500, U.N.O.
9. ALL STUDS TO BE NELSON CAPACITOR DISCHARGE 1/4"-20 LOW CARBON STEEL COPPER-FLASH AT 55 KSI ULT/50 KSI YIELD, U.N.O.
10. BOLTS SHALL BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC.
11. MINIMUM EDGE DISTANCES SHALL CONFORM TO AISC TABLE J3.4.

CONCRETE CONSTRUCTION NOTES:

1. CONCRETE TO BE 4000 PSI @ 28 DAYS. REINFORCING BAR TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. CONCRETE INSTALLATION TO CONFORM TO ACI-318 BUILDING REQUIREMENTS FOR REINFORCED CONCRETE. ALL CONCRETE TO BE PLACED AGAINST UNDISTURBED EARTH FREE OF WATER AND ALL FOREIGN OBJECTS AND MATERIALS. A MINIMUM OF THREE INCHES OF CONCRETE SHALL COVER ALL REINFORCEMENT. WELDING OF REBAR IS NOT PERMITTED.
2. EXISTING CONCRETE SURFACES THAT ARE TO BE IN CONTACT WITH NEW PROPOSED CONCRETE SHOULD BE WIRE BRUSHED CLEAN AND TREATED WITH APPROPRIATE MECHANICAL SCRATCH COAT AND REPAIR MATERIALS OR APPROPRIATE CHEMICAL METHODS SUCH AS THE APPLICATION OF A BONDING AGENT, EX. SAKRETE OR EQUIVALENT, TO ENSURE A QUALITY BOND BETWEEN EXISTING AND PROPOSED CONCRETE SURFACES.

FIBER REINFORCED POLYMER (FRP) NOTES:

1. FRP PLATES, SHAPES, BOLTS AND NUTS (STUD/NUT ASSEMBLIES) SHALL CONFORM TO ASTM D638, 695, 790. PLATES AND SHAPES TO BE FY = 5.35 KSI LW (SAFETY FACTOR OF 8), .945 KSI CW (SAFETY FACTOR OF 8) MIN.
2. IF FIELD FABRICATION IS REQUIRED, ALL CUT EDGES AND DRILLED HOLES TO BE SEALED USING VINYL ESTER SEALING KIT SUPPLIED BY THE MANUFACTURER.
3. ALL FASTENERS TO BE 1/2" DIA FRP THREADED ROD WITH FIBER REINFORCED THERMOPLASTIC NUT, SPACED AT 12 INCHES ON CENTER MAXIMUM, U.N.O., FOR PANELS AND AS DESIGNED FOR STRUCTURAL MEMBERS.
4. THE COLOR AND SURFACE PATTERN OF EXPOSED FRP PANELS SHALL MATCH THE EXTERIOR OF THE EXISTING BUILDING, U.N.O.
5. STUD/NUT ASSEMBLIES SHOULD BE LUBRICATED FOR INSTALLATION
6. ENSURE BEARING SURFACES OF THE NUTS ARE PARALLEL TO THE SURFACES BEING FASTENED.
7. TORQUE BOLTS ACCORDING TO THE FOLLOWING TABLE:

INSTALLATION TORQUE TABLE		
SIZE	ULTIMATE TORQUE STRENGTH	RECOMMENDED MAXIMUM INSTALLATION TORQUE
3/8-16 UNC	8 FT-LBS	4 FT-LBS
1/2-13 UNC	18 FT-LBS	8 FT-LBS
5/8-11 UNC	35 FT-LBS	16 FT-LBS
3/4-10 UNC	50 FT-LBS	24 FT-LBS
1-8 UNC	110 FT-LBS	50 FT-LBS

8. WHEN TIGHTENING FRP STUD/NUT ASSEMBLIES, WRENCHES MUST MAKE FULL CONTACT WITH ALL NUT EDGES. A STANDARD SIX POINT SOCKET IS RECOMMENDED.
9. STUD/NUT ASSEMBLIES SHOULD BE BONDED BY APPLYING BONDING AGENT TO ENTIRE NUT AND EXPOSED STUD.
10. ALL FRP MATERIALS TO BE PROVIDED BY FIBERGRATE COMPOSITE STRUCTURES, DALLAS TX, OR APPROVED EQUAL.
11. ALL FRP SHAPES TO BE DYNAFORM PULTRUDED STRUCTURAL SHAPES.
12. ALL FRP PLATES TO BE FIBERPLATE MOLDED FRP PLATE.
13. ALL FRP PANELS TO BE FIBERPLATE CLADDING PANEL.
14. EACH FRP PANEL TO BE IDENTIFIED WITH LARR#25536 AND FIBERGRATE COMPOSITE STRUCTURAL LABEL.
15. FRP MATERIAL TO BE CLASSIFIED AS CC1 OR BETTER, AND HAVE MAXIMUM FLAME SPREAD OF 50.
16. ALL DESIGN AND CONSTRUCTION TO BE COMPLETED IN ACCORDANCE WITH LOS ANGELES RESEARCH REPORT RR25536, DATED FEBRUARY 1, 2016.
17. SPECIAL INSPECTIONS MUST BE PROVIDED FOR ALL FRP INSTALLMENTS. SEE SPECIAL INSPECTION SECTION, THIS SHEET.

RATIO OF EDGE DISTANCE TO FRP FASTENER DIAMETER		
	RANGE	RECOMMENDED
EDGE DISTANCE - CL* BOLT TO END	2.0-4.0	3.0
EDGE DISTANCE - CL* BOLT TO SIDE	1.5-3.5	2.5
BOLT PITCH - CL* TO CL*	4.0-5.0	5.0

WOOD CONSTRUCTION NOTES:

1. ALL EXISTING WOOD SHAPES ARE ASSUMED TO BE DOUGLAS FIR-LARCH WITH A REFERENCE DESIGN BENDING VALUE OF 1000 PSI MIN.
2. ALL PROPOSED WOOD SHAPES ARE TO BE DOUGLAS FIR-LARCH WITH A REFERENCE DESIGN BENDING VALUE OF 1000 PSI MIN. U.N.O.
3. ALL EXISTING AND PROPOSED GLUED LAMINATED TIMBERS ARE TO BE 24F-1.8C DOUGLAS FIR BALANCED WITH A REFERENCE DESIGN BENDING VALUE OF 2400 PSI MIN. U.N.O.

MASONRY CONSTRUCTION NOTES:

1. ALL BRICK TO BE 1500 PSI MIN. REINFORCING BAR (IF APPLICABLE) TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. ALL MORTAR TO BE 2000 PSI MIN.
 - FOR INTERIOR/ABOVE GRADE APPLICATIONS TYPE N MORTAR HAVING MINIMUM MODULUS OF RUPTURE OF 100 PSI SHALL BE USED. FOR EXTERIOR/BELOW GRADE APPLICATIONS TYPE M OR S MORTAR HAVING A MINIMUM MODULUS OF RUPTURE OF 133 PSI.
 - BRICK AND MORTAR INSTALLATION TO CONFORM TO MSJC BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.
2. ALL CMU TO BE 1500 PSI MIN. REINFORCING BAR (IF APPLICABLE) TO CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS. ALL MORTAR TO BE 2000 PSI MIN.
 - FOR INTERIOR/ABOVE GRADE APPLICATIONS, TYPE N MORTAR HAVING MINIMUM MODULUS OF RUPTURE OF 64 PSI SHALL BE USED FOR UNGROUTED BLOCKS, AND 158 PSI FOR FULLY GROUTED BLOCKS.
 - FOR EXTERIOR/BELOW GRADE APPLICATIONS TYPE M OR S MORTAR HAVING A MINIMUM MODULUS OF RUPTURE OF 84 PSI SHALL BE USED FOR UNGROUTED BLOCKS, AND 163 PSI FOR FULLY GROUTED BLOCKS.
 - BRICK AND MORTAR INSTALLATION TO CONFORM TO MSJC BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.

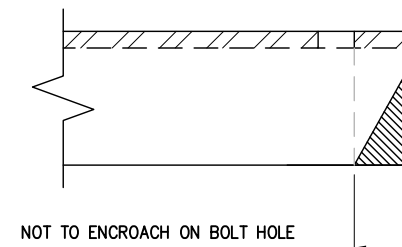
TOWER PLUMB & TENSION NOTES:

1. PLUMB AND TENSION TOWER UPON COMPLETION OF STRUCTURAL MODIFICATIONS DETAILED IN THESE DRAWINGS.
2. RETENSIONING OF EXISTING GUY WIRES SHALL BE PERFORMED AT A TIME WHEN THE WIND VELOCITY IS LESS THAN 10 MPH AT GROUND LEVEL AND WITH NO ICE ON THE STRUCTURE AND GUY WIRES.
3. PLUMB THE TOWER WHILE RETENSIONING THE EXISTING GUY WIRES. THE HORIZONTAL DISTANCE BETWEEN THE VERTICAL CENTERLINES AT ANY TWO ELEVATIONS SHALL NOT EXCEED 0.25% OF THE VERTICAL DISTANCE BETWEEN TWO ELEVATIONS FOR LATTICED STRUCTURES.
4. THE TWIST BETWEEN ANY TWO ELEVATIONS THROUGHOUT THE HEIGHT OF A LATTICE STRUCTURE SHALL NOT EXCEED 0.5 DEGREES IN 10 FEET. THE MAXIMUM TWIST OVER THE LATTICE STRUCTURE HEIGHT SHALL NOT EXCEED 5 DEGREES.

SPECIAL INSPECTIONS NOTES:

1. A QUALIFIED INDEPENDENT TESTING LABORATORY, EMPLOYED BY THE OWNER AND APPROVED BY THE JURISDICTION, SHALL PERFORM INSPECTION AND TESTING IN ACCORDANCE WITH THE THE GOVERNING BUILDING CODE, APPLICABLE SECTION(S) AS REQUIRED BY PROJECT SPECIFICATIONS FOR THE FOLLOWING CONSTRUCTION WORK:
 - a. STRUCTURAL WELDING (CONTINUOUS INSPECTION OF FIELD WELDS ONLY).
 - b. HIGH STRENGTH BOLTS (PERIODIC INSPECTION OF A325 AND/OR A490 BOLTS) TO BE TIGHTENED PER "TURN-OF-THE-NUT" METHOD.
 - c. MECHANICAL AND EPOXIED ANCHORAGES.
 - d. FIBER REINFORCED POLYMER.
 - THE SPECIAL INSPECTOR MUST VERIFY THAT THE FRP MATERIAL SPECIFIED ON THE APPROVED DESIGN DOCUMENTS IS BEING INSTALLED.
 - THE SPECIAL INSPECTOR MUST VERIFY THAT ALL CUT EDGES AND DRILLED HOLES ARE PROPERLY SEALED USING A VINYL ESTER SEALING KIT SUPPLIED BY THE MANUFACTURER.
 - THE SPECIAL INSPECTOR MUST VERIFY THAT THE STRUCTURE IS BUILT IN ACCORDANCE WITH THE APPROVED DESIGN DOCUMENTS.
2. THE INSPECTION AGENCY SHALL SUBMIT INSPECTION AND TEST REPORTS TO THE BUILDING DEPARTMENT, THE ENGINEER OF RECORD, AND THE OWNER UNLESS THE FABRICATOR IS APPROVED BY THE BUILDING OFFICIAL TO PERFORM WORK WITHOUT THE SPECIAL INSPECTIONS.

MAXIMUM ALLOWABLE ANGLE CLIP



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 HOFFMAN ESTATES, IL 60169
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Project Manager:

Engineer Stamp:

MATTHEW CHRISTIANSON, S.E.
 IL SE LIC. NO. 081-006029
 IL DESIGN FIRM NO. 184-006824
 SIGNED: _____

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1	PER COMMENTS	JRJ	04/04/19
0	ISSUED FOR REVIEW	JRJ	02/12/19
Rev.	Submital / Revision	App'd	Date

Designed: **BM** Date: 02/12/19
 Approved: **BO** Date: 02/12/19

Project Number:
 1145-Z0001-B

Project Title:
**CH17478A
 SUGAR GROVE
 WATER TOWER**
 75 RAILROAD ST.
 SUGAR GROVE, IL 60554

Prepared For: CITY OF SUGAR GROVE

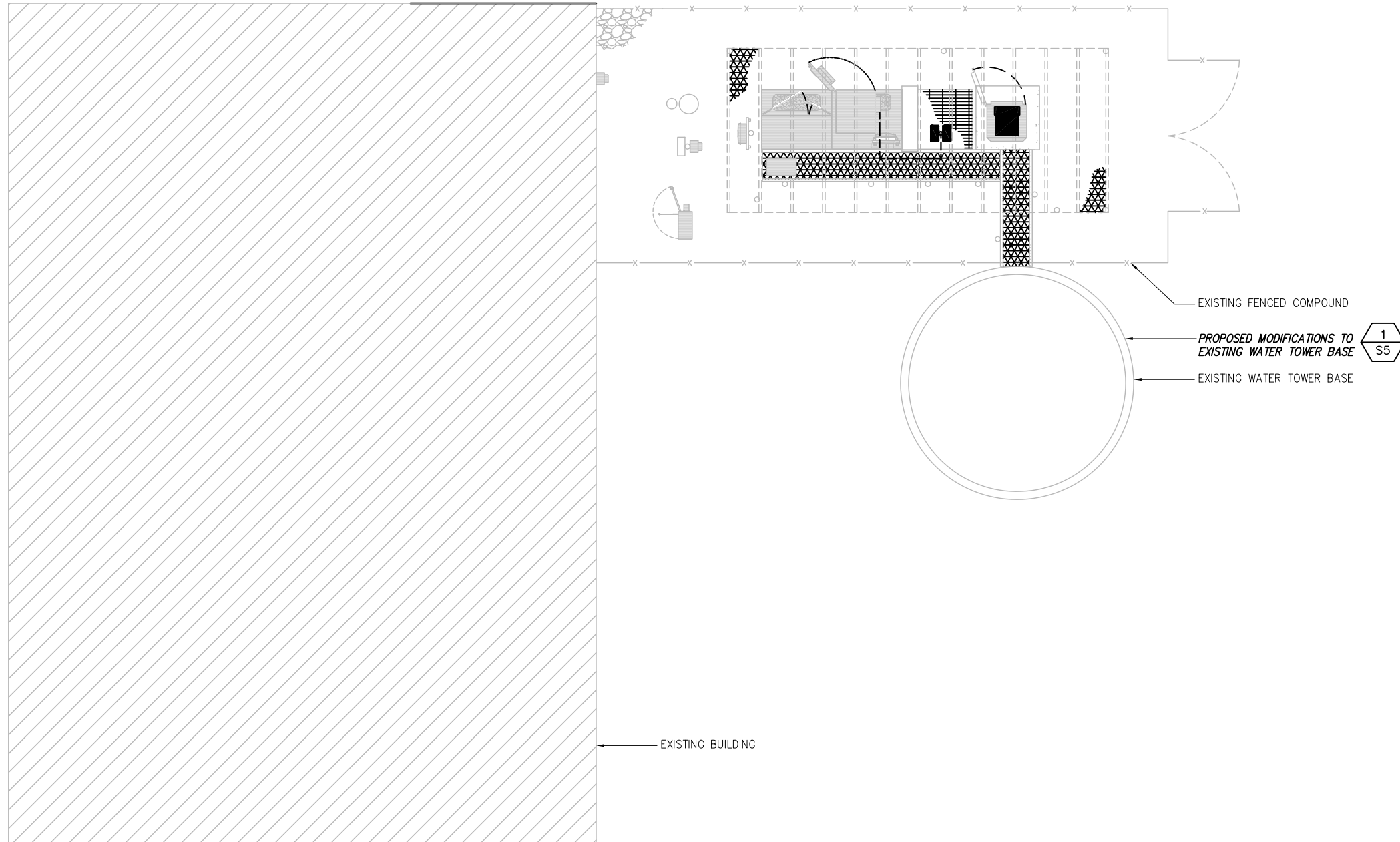


Drawing Scale: AS NOTED Date: 02/12/19

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Drawing Title:
**GENERAL
 NOTES**

Drawing Number: **S2**



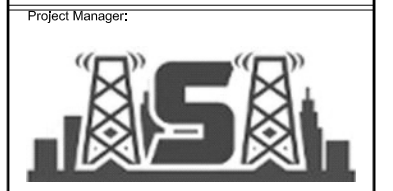
EXISTING FENCED COMPOUND
 PROPOSED MODIFICATIONS TO EXISTING WATER TOWER BASE
 EXISTING WATER TOWER BASE

1
S5

EXISTING BUILDING

1
--
SITE PLAN
SCALE: NOT TO SCALE

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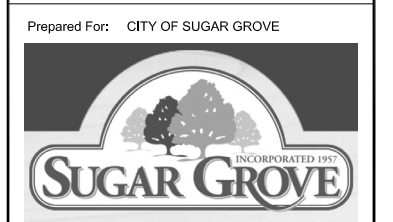
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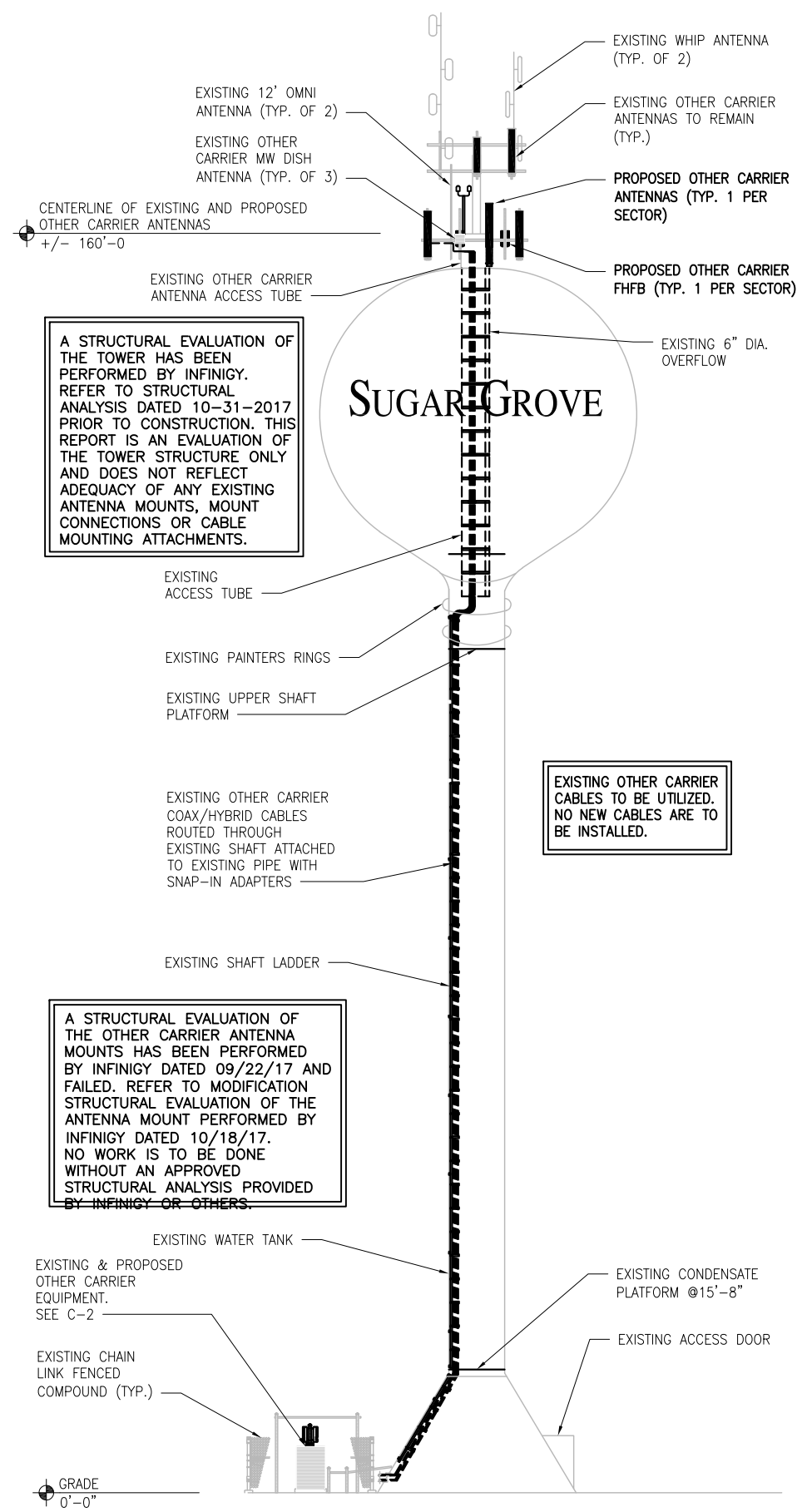
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 75 RAILROAD ST.
 SUGAR GROVE, IL 60554



Drawing Scale: AS NOTED Date: 02/12/19 **1**

Drawing Title:
SITE PLAN

Drawing Number: **S3**



A STRUCTURAL EVALUATION OF THE TOWER HAS BEEN PERFORMED BY INFINIGY. REFER TO STRUCTURAL ANALYSIS DATED 10-31-2017 PRIOR TO CONSTRUCTION. THIS REPORT IS AN EVALUATION OF THE TOWER STRUCTURE ONLY AND DOES NOT REFLECT ADEQUACY OF ANY EXISTING ANTENNA MOUNTS, MOUNT CONNECTIONS OR CABLE MOUNTING ATTACHMENTS.

EXISTING OTHER CARRIER CABLES TO BE UTILIZED. NO NEW CABLES ARE TO BE INSTALLED.

A STRUCTURAL EVALUATION OF THE OTHER CARRIER ANTENNA MOUNTS HAS BEEN PERFORMED BY INFINIGY DATED 09/22/17 AND FAILED. REFER TO MODIFICATION STRUCTURAL EVALUATION OF THE ANTENNA MOUNT PERFORMED BY INFINIGY DATED 10/18/17. NO WORK IS TO BE DONE WITHOUT AN APPROVED STRUCTURAL ANALYSIS PROVIDED BY INFINIGY OR OTHERS.



Engineer Stamp:

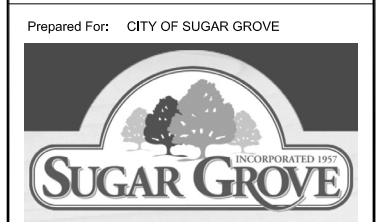
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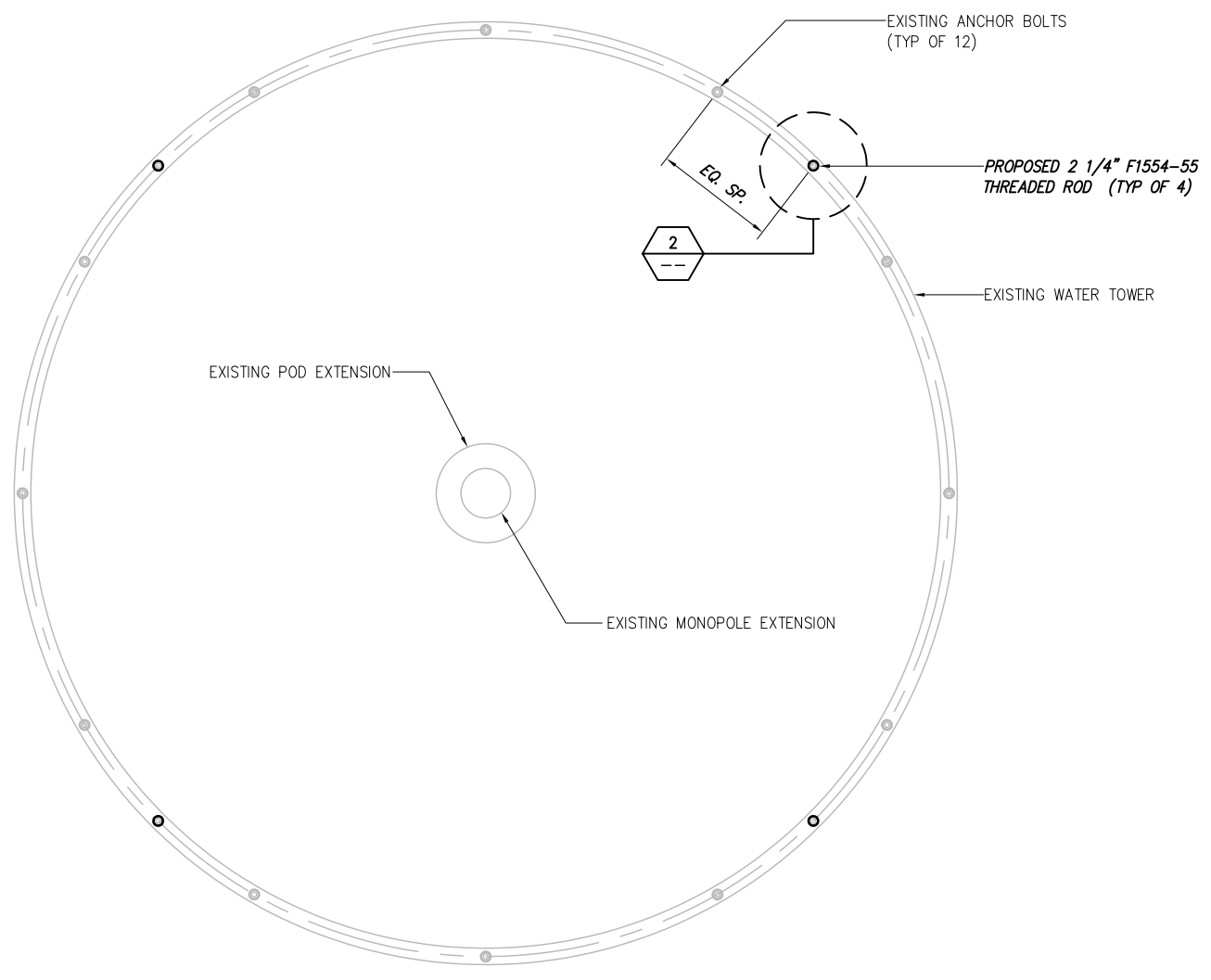
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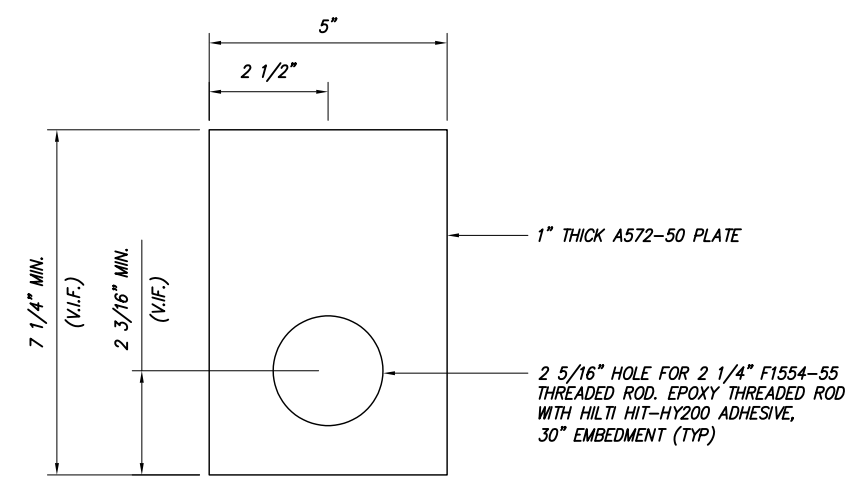
Drawing Scale: AS NOTED Date: 02/12/19 **1**

Drawing Title:
**WATER TANK
 ELEVATION**

Drawing Number: **S4**

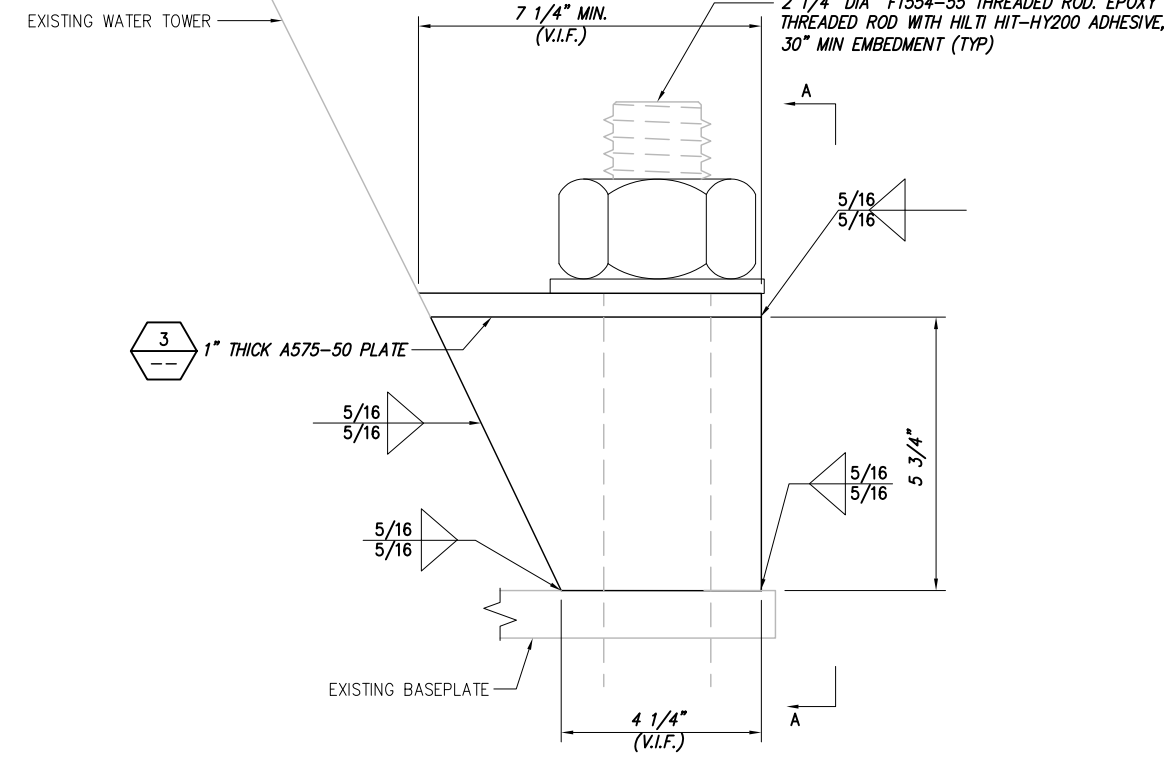


1 PLAN VIEW
SCALE: NOT TO SCALE

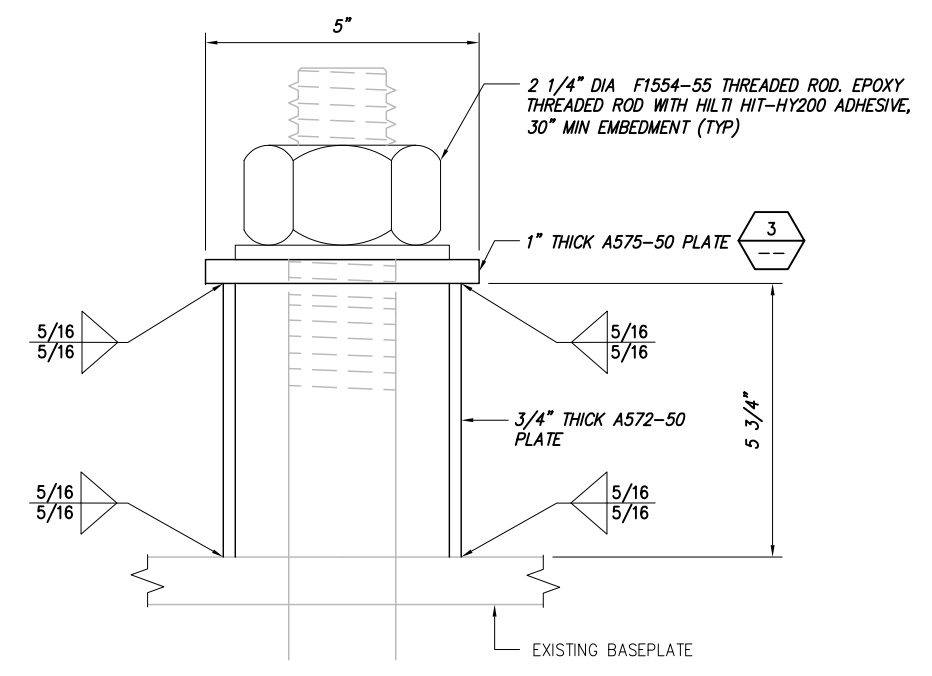


3 PLATE DETAIL
SCALE: NOT TO SCALE

NOTE: PLATE TO BE NON-GALVANIZED STEEL AND PAINTED TO MATCH EXISTING TOWER.

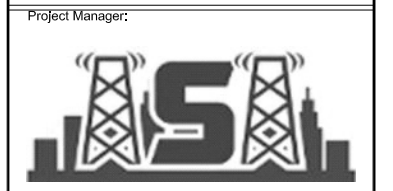


2 PLATE CONNECTION
SCALE: NOT TO SCALE



4 SECTION A-A
SCALE: NOT TO SCALE

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Designed: BM Date: 02/12/19
Approved: BD Date: 02/12/19

Project Number:
1145-Z0001-B

Project Title:
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75 RAILROAD ST.
SUGAR GROVE, IL 60554

Prepared For: CITY OF SUGAR GROVE



Drawing Scale: AS NOTED Date: 02/12/19

Drawing Title:
**WATER TOWER BASE
REINFORCEMENT**

Drawing Number: **S5**



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Agreement with Motorola Solutions, Inc. for StarCom21 Digital Trunked Radio Network System Key Access Application and Non-Disclosure Agreement		
Presenter & Title:	Nicole Lamela, Executive Director		
Date:	April 18, 2019		
Please Check Appropriate Box:			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting _____
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A		Budgeted?	YES
			NO
<i>If NO, please explain how the item will be funded: N/A</i>			
Executive Summary:			
<p>The StarCom21 Digital Trunked Radio Network System Key Access is utilized to program the APX radios that were purchased to work on the system. Without this key access Tri-Com will not be able to change any of the StarCom21 programming in the radios. As part of the contract, Tri-Com sent two personnel through the training to program radios in house in order to keep the future cost of the system to a minimum; and not be dependent on a vendor or Motorola for future changes.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: (please list)			
<ul style="list-style-type: none"> • Resolution 2019-04 • Application and Non-Disclosure Agreement 			
Recommendation / Suggested Action: (briefly explain)			
<p>Staff requests that the Board of Directors authorize the Executive Director to enter into an Agreement with Motorola Solutions, Inc. for the StarCom21 Digital Trunked Radio Network System Key Access Application and Non-Disclosure Agreement</p>			

RESOLUTION NO. 2019-04

RESOLUTION AUTHORIZING THE EXECUTION OF A STARCOM21 DIGITAL TRUNKED RADIO NETWORK SYSTEM KEY ACCESS APPLICATION AND NON-DISCLOSURE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

WHEREAS, on June 7, 1976, the Cities of Batavia, St. Charles and Geneva entered into an Intergovernmental Agreement for the establishment and operation of a centralized communications services for fire, police, ambulance, and other emergency functions, which services was and has been commonly known as Tri-Com Central Dispatch; and

NOW, THEREFORE BE IT RESOLVED by the Tri Com Board of Directors, as follows:

SECTION 1: Subject to the conditions set forth in Sections 2 and 3 below, the Chairman of the Board of Directors of Tri-Com Central Dispatch is hereby authorized to execute, on behalf of the Tri-Com Central Dispatch, a StarCom21 Digital Trunked Network System Key Access Application and Non-Disclosure Agreement with Motorola Solutions, Inc., in substantially the form set forth as Group Exhibit “A” which is attached hereto.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law including a simple majority vote of the Board of Directors holding office.

PASSED by the Board of Directors of Tri-Com Central Dispatch on this 18th day of April 2019.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Randy Deicke
Chairman of the Board of Directors

Attest:

James Keegan
Vice-Chairman of the Board of Directors

**STARCOM21 DIGITAL TRUNKED RADIO NETWORK
SYSTEM KEY ACCESS APPLICATION AND NON-DISCLOSURE AGREEMENT**

This StarCom21 System Key Access Application and Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between Motorola Solutions, Inc. with offices at 1299 E. Algonquin Road, Schaumburg, IL 60196 ("Motorola") and _____ with offices at _____ ("Applicant"). Motorola and Applicant may be referred to herein individually as "Party" and collectively as "Parties."

Whereas; On September 28, 2001, Motorola and the State of Illinois entered into an agreement for the implementation of a statewide digital trunked radio network, also known as the StarCom21 network ("Network"); and

Whereas; Motorola, the Network Manager/Owner, is responsible for managing the Network's confidential legacy and/or Advanced System Keys and Network talkgroup/fleetmap; for providing the legacy and/or Advanced System Key and talkgroup/fleetmap radio "template files" to authorized third party service providers and self-maintained Network users to program authorized radios for use on the Network; and for populating and managing the Network's radio database. Only radios authorized by Motorola and the State of Illinois for use on the Network will be activated on the Network and added to the Network's radio database. Motorola's Network manager(s) will be the only personnel authorized to activate and deactivate radios for use on the Network and inclusion in the Network's radio database.

Now therefore; for good and valuable consideration, the Parties agree as follows:

Section 1 – Definitions

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

Section 2 – Scope of Work

SCOPE OF WORK. Motorola will provide the Advanced System Key, including any related equipment and documentation, and perform its other contractual responsibilities in accordance with this Agreement. Applicant will perform its contractual responsibilities in accordance with this Agreement.

Section 3 – Term and Termination

Unless terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, Applicant's right to use the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files to program radios for use on the Network will begin on the Effective Date and will continue until June 30, 2022. If Applicant breaches this Agreement, this Agreement will be terminated immediately upon notice by Motorola. Applicant acknowledges that Motorola has made a considerable investment of resources in the development and safeguarding of its confidential legacy and/or Advanced System Key and talkgroup/fleetmap radio template files and that reasonable and appropriate limitations on Applicant's use of the confidential Network legacy and/or Advanced System Keys and talkgroup/fleetmap radio template files are necessary for Motorola to protect its investment, trade secrets, and valuable intellectual property rights concerning the confidential Network legacy and/or Advanced System Keys and talkgroup/fleetmap radio template files. Applicant also acknowledges that its breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to immediate termination of this Agreement, Motorola will be entitled to all available remedies at law or in equity; including immediate injunctive relief and repossession of the confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and associated documentation.

Either Party may, upon written notification to the other Party, terminate this agreement at any time with or without cause. Within thirty (30) days of the termination of this Agreement for any reason, Applicant must return to Motorola all copies of the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files regardless of media format; all copies of radio programming archive files associated with the Network regardless of media format; and all associated Network documentation regardless of media format. In addition, Applicant will provide Motorola with a certification, in writing and signed by an authorized representative of Applicant, certifying that Applicant has not distributed and/or retained any materials, regardless of the media format, in any way related to the Network.

Section 4 – Limitations on Use

Use of confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files is limited to programming and maintaining radios that have been authorized for use on the Network by the Network Manager. Any other use of the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files is strictly prohibited under the terms of this Agreement.

Section 5 – Audit

Motorola and the State of Illinois reserve the right to audit, at any time during normal business hours, Applicant's records related to its use of confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and all computers used by Applicant to program authorized radios onto the Network to ensure compliance this agreement.

Section 6 – Ownership and Title

Confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files disclosed under this Agreement are the exclusive property of Motorola.

Title to the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files will not pass to Applicant at any time and remains vested exclusively in Motorola. Motorola owns and retains all of its proprietary rights in any form concerning the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files including all rights in patents, patent applications,

inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties. Nothing in this Agreement is intended to restrict the proprietary rights of Motorola or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Applicant confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 7 – Transfer

Applicant will not transfer the confidential Network legacy and/or the Advanced System Key, talkgroup/fleetmap radio template files, radio programming archive files and/or associated documentation to any third party without Motorola's prior written consent, which consent may be withheld in Motorola's reasonable discretion and which may be conditioned upon the transferee paying all applicable fees and agreeing to be bound by this Agreement.

Section 8 – Disclaimer of Warranties

DISCLAIMER OF WARRANTIES. The confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio templates are provided to Applicant under this Agreement are provided "AS IS." Motorola makes no representations or warranties with respect to the confidential legacy and/or Advanced System Key and talkgroup/fleetmap radio template files. MOTOROLA DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 – Indemnification

Applicant will defend, indemnify and hold Motorola harmless from and against any and all loss, claim, or damage of any kind, including but not limited to any liability, expense, judgment, suit, cause of action, or demand which may accrue against Motorola to the extent it is caused by the acts or omissions of Applicant, or their employees, agents, representatives, or subcontractors.

Section 10 – Confidential Information and Proprietary Rights

CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. For purposes of this provision, the Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files constitute Motorola Confidential Information.

If a Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Party from whom disclosure is sought will give to the other Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Party from whom disclosure is sought determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

All Motorola Confidential Information remains the property of Motorola and will not be copied or reproduced without the express written permission of Motorola. Within ten (10) days of receipt of Motorola's written request, the Applicant will return all Motorola's Confidential Information to Motorola along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. No license, express or implied, in Motorola's Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Motorola makes no other representation or warranty of any kind with respect to the Confidential Information.

PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola owns and retains all of their Proprietary Rights in the Network talkgroup/fleetmap radio templates and legacy and/or Advanced System Keys and associated documentation and nothing in this Agreement is intended to restrict Motorola's Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Applicant the confidential Network legacy and/or Advanced System Key and talkgroup/fleetmap radio template files remain vested exclusively in Motorola, and this Agreement does not grant to Applicant any shared development rights of intellectual property. Except as explicitly provided in this Agreement, Motorola does not grant to Applicant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Applicant will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the confidential Network legacy and/or Advanced System Key, talkgroup/fleetmap radio templates or radio programming archives or permit or encourage any third party to do so.

Section 11 – General

NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Applicant
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

COMPLIANCE WITH LAWS. The Parties will comply with all applicable laws and regulations, including export laws and regulations of the United States. Applicant will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Motorola.

ASSIGNMENTS. Motorola may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Applicant.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Illinois.

WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 1 (Exhibits) and all Exhibits thereto; Section 2 (Definitions); Section 4 (Term and Termination); Section 5 (Limitations on Use); Section 6 (Audit); Section 7 (Ownership and Title); Section 9 (Disclaimer of Warranties); Section 10 (Indemnification); Section 12 (Confidential Information and Proprietary Rights); and all of this Section 13 (General).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Motorola Solutions, Inc.

INSERT APPLIANT NAME HERE

By: _____
(signature of authorized representative)

By: _____
(signature of authorized representative)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date _____

Date _____

Witness _____

Witness _____

Printed Name: _____

Printed Name: _____

Date _____

Date _____

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 201__ by
_____ as (Title: _____) and
_____ as Witness of (Co. Name: _____).

(Seal)

Notary Public Signature
Commission Expires: _____

Change Order No. CO-001

Date: 05 April 2019

Project Name: Tri-com Dispatch SC21 Conversion

Customer Name: Tri-com Consolidated Dispatch

Customer Project Mgr: Nicole Lamela

The purpose of this Change Order is to:

Due to failed Structural Analysis at Sugar Grove WT Railroad Site, this change order is to provide and install additional Anchor Bolts to the existing structure. Modification will be done per specifications found in the Attached Infinigy Structural Report.

Contract # PS-88603 **Contract Date:** 09-25-2018

In accordance with the terms and conditions of the contract identified above between Tri-com Dispatch and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 3,830,383.00
Previous Change Order amounts:	\$ 0.00
This Change Order:	\$ 25,571.00
New Contract Value:	\$ 3,855,954.00

Completion Date Adjustments

Original Completion Date:	02 Sept 2019
Current Completion Date prior to this Change Order:	02 Sept 2019
New Completion Date:	31 Oct 2019



CHANGE ORDER

[IL-14123A Tricom Dispatch - CO001]

Changes in Equipment: <i>(additions, deletions or modifications)</i>
NONE

Changes in Services: <i>(additions, deletions or modifications)</i>
Add: Services to acquire and install anchor bolts to Sugar Grove WT Per Structural Report # 1145-Z0001-B. Total Services: \$25,571.00

Schedule Changes: <i>(describe change or N/A)</i>
New project completion date moved to October 31, 2019

Pricing Changes: <i>(describe change or N/A)</i>
Materials (Anchor Bolts) and Labor (Installation) totaling.....\$25,571

Customer Responsibilities: <i>(describe change or N/A)</i>
Access to site and permitting fees if necessary.

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
Upon completion of work.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.
 By: Jennifer Klein
 Printed Name: Jennifer Klein
 Title: Regional Services Manager
 Date: April 11, 2019

Customer
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____



CHANGE ORDER
[[L-14I123A Tricom Dispatch -
CO001]

Reviewed by: Gary Moy
Motorola Solutions Project Manager

Date: 04/05/2019