



TRI-COM BOARD OF DIRECTORS REGULAR MEETING
Regular Meeting Agenda
Wednesday, June 30, 2021

Location: Tri-Com Training Room

Time: 8:00 A.M.

Call Meeting to Order: Roll Call

Old Business:

- 1) Consent Agenda.
 - A) Approve the Minutes from the Following:
May 12, 2021 Regular Board Meeting
 - B) Approve the Financial Reports from the Following:
April 30, 2021
May 31, 2021
- 2) Update on COVID-19
- 3) Update on StarCom 21
- 4) Update on Staffing
- 5) Update on Basement/Generator Project

Public Comment:

New Business:

- 1) Approval of Lease for the 10th Street Tower
- 2) Authorize the Purchase of Thirteen (13) APX 4500 Radios
- 3) Authorize Approval of Request for Overnight Travel
- 4) Discussion on Mental Health Bill HB2784

CLOSED SESSION:

- 1) For the purpose of discussing:
 - a. the appointment, employment, compensation, discipline, performance, or dismissal of a specific employee or legal counsel for the public body;
 - b. collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees;**
 - c. discipline or removal of an occupant of a public office or appointment of an individual to fill a vacant public office;
 - d. the purchase of lease of real property by the public body;

- e. the setting of a price for sale or lease of property owned by the public body;
- f. pending or probable litigation against, affecting, or on behalf of the public body;
- g. discussion of the minutes of a meeting that was lawfully closed under the Open Meetings Act.

Adjournment:

Next Regular Meeting: Wednesday, September 8, 2021 at 8:00 A.M.



Tri-Com Central Dispatch

BOARD OF DIRECTORS

Regular Meeting Minutes from May 12, 2021

Chairman Antenore called the meeting to order at 8:00 A.M. at the St. Charles Police Department.

Roll Call:

Members Present:

St. Charles: Chief James Keegan, Chief Scott Swanson; Alderman Ronald Silkaitis
Geneva: Chief Eric Passarelli, Chief Mike Antenore
Batavia: Chief Dan Eul, Chief Randy Deicke (left at 09:55), Alderman Mike Russotto
Contracted Agencies: Chief Pat Rollins

Members Absent:

St. Charles: None
Geneva: Alderman Mike Bruno
Batavia: None
South Elgin: Chief Jerry Krawczyk
Contracted Agencies: None

Others Present:

Chief Joe Cluchey, Elburn Fire
Chief Nick Sikora, Elburn Police
Rita Kruse, Finance Director, City of Geneva – left at 08:55
Joe Schelstreet, Director, Tri-Com
LaToya Marz, Deputy Director, Tri-Com
Shevon Sherod-Ramirez, Administrative Assistant, Tri-Com

OLD BUSINESS

Consent Agenda:

Motion to approve the Board Meeting Minutes from the March 24, 2021 Regular Board Meeting and the February 28, 2021 and March 31, 2021 Financial Reports was made by Chief Passarelli and seconded by Chief Eul.

Rita Kruse stated that with the increase in wireless surcharge revenue and reduction in phone line costs, the fund balance was increased at the end of fiscal year 2021 to \$3,454,270. Director Schelstreet stated that the spend down was not needed. Chief Keegan suggested looking into paying down the

loan early. Director Schelstreet stated that the next large scale project would be replacing the HVAC system.

Chief Swanson asked if the fiber would eliminate the need for microwave. Director Schelstreet stated that there are still issues at the south end. The fire south microwave link is starting to have issues and is obsolete. A link would be another \$20-\$30,000. The more fiber available, the better the cost savings. There is a possibility of some cost sharing with Kane County. The current CAD system is stable. We will be looking at new CAD programs once vendors begin conferences again.

Director Schelstreet stated that Illinois State Police run the ETSB 911 fund. They recently did an audit to see how funds were being spent. This is concerning. The structural documents could be a place to discuss reserves and use of funds.

The motion passed unanimously by roll call vote with two absent.

Update on COVID-19:

Director Schelstreet stated that Tri-Com is following the City of Geneva policy. He would like to know if the screening questions should continue to be asked. After some discussion, we will revisit in June. The weekly reports on COVID questions is no longer needed.

Update on StarCom:

Director Schelstreet stated that the permit for the 10th Street Tower was issued. Construction kick off was yesterday. Completion date should be June 11. The generator is delayed due to supply issues. There will be a resolution presented to the ETSB for the gap in costs.

The lease for the water tower will go to the St. Charles City Council and the Tri-Com Board for approval. He thanked Chiefs Keegan and Swanson for working on getting the lease fees waived. The KCOMM talk group is working and it will be slowly expanded.

The radio management training will start soon. Aurora and Elgin will be participating. Funds will be requested from ETSB for radio management. There is \$1.17 million in ETSB reserves for Tri-Com. We will spend down about \$600,000 this year in ETSB reserves.

Wi-Fi will require a Wi-Fi antenna on each vehicle. Motorola did not mention this requirement; therefore, they are covering the cost of the antennas and installation. Director Schelstreet will send an email regarding the placement of antennas in each vehicle. Comm Direct will be doing the work. Chief Antenore asked if the antenna will be able to penetrate while indoors.

APX 4500 base station radios are not Wi-Fi enabled. Motorola is offering an exchange for a little over \$2,000 each, total of \$35,855.94. ETSB funds may be used for this. There are thirteen total needed. APX 8500 radios will work.

Chief Deicke asked about using Wi-Fi inside buildings. The cost is \$13 per radio, per month. Would like any negotiations to include a cost savings on this.

Chief Sikora asked about new radio programming. Director Schelstreet stated that it would need to be programmed and retouched again to add Wi-Fi. Chicago Communications has purchased Miner. Integrating staff that could cause delays.

Update on Staffing:

Director Schelstreet reported that one trainee would be completing fire training soon. Two others will complete call taking and police dispatch in late June and late July. Another dispatcher is in training. Zach has agreed to become a CTO.

Update on Basement/Generator Project:

Director Schelstreet reported that the stir treads are being installed. Tiles should be here in mid-June. Reef Construction has poured generator room floor. Break room door has been replaced. Interior pumps have not run with rain. Reef removed overspray on West wall. Bollards have been painted. Landscaping this week.

Radio Console Project Update:

Deputy Director Marz reported that the installation was complete on May 7. It was challenging to move, but all went well. Director Schelstreet stated that we would request ETSB funds for the electrical work.

PUBLIC COMMENT

None

NEW BUSINESS

New Tri-Com Officers for FY2022:

Motion by Chief Antenore and second by Chief Deicke to install new officers for fiscal year 2022. Chief Eul will be the Chairman and Chief Swanson will be the Vice-Chairman.

Chief Antenore thanked the Board and staff for all the work accomplished over the last year.

Chief Eul expressed his appreciation for Chief Antenore's leadership through all the projects during the pandemic.

The contract agency representative will be Chief Rollins.

Motion passed unanimously by roll call vote with two absent.

Structural Documents:

Chief Eul stated that the structural documents need to be revised. Chief Antenore has volunteered to chair the committee to review and revise the Intergovernmental Agreement, By-Laws, and the Financial Policy. Funding formulas will be worked on.

Authorize Approval of Memo of Understanding with KaneComm for VHF Fire Resources:

Motion by Chief Passarelli and second by Chief Rollins to authorize the approval of the Memo of Understanding with KaneComm for VHS fire resources.

Director Schelstreet stated that this is a direct result of KaneComm moving to StarCom. Motorola is requiring the MOU for Tri-Com to act as the back up for KaneComm.

Chief Keegan stated that they had a memory care resident who went missing. Communication worked well with all.

Motion passed unanimously by roll call vote with two absent.

Authorize Approval of Resolution 2021-001: Authorizing Declaration of Surplus Property:

Motion by Chief Antenore and second by Alderman Silkaitis.

Director Schelstreet stated that the old furniture would be sold or disposed of.

Motion passed unanimously by roll call vote with two absent.

Closed Session:

A motion was made by Alderman Silkaitis and seconded by Chief Passarelli to enter into closed session for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body 5 ILCS 120/2(c)(1).

Motion passed unanimously with two absent. The Board entered into closed session at 9:02 A.M. Board Members present: Keegan, Swanson, Silkaitis, Passarelli, Antenore, Eul, Deicke, Russotto, Rollins. Absent: Bruno, Krawczyk. Also present: Cluchey, Sikora.

A motion was made by Alderman Silkaitis and seconded by Chief Keegan to return to open session. Motion passed unanimously with two absent. Board returned to open session at 9:29 A.M.

Adjournment:

With no further business to discuss, Chief Antenore motioned to adjourn the meeting. Chief Swanson seconded the motion, which then passed by unanimous roll call vote. The meeting was adjourned at 9:30 A.M.

Next Meeting:

The next regular meeting of the Tri-Com Board of Directors is scheduled for Wednesday, July 14, 2021 at 8:00 A.M. at Tri-Com, 3823 Karl Madsen Dr. in St. Charles or via virtual meeting.

Respectfully submitted,

Shevon Sherod-Ramirez
Tri-Com Administrative Assistant



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	April 30, 2021 Monthly Financial Reports		
Presenter & Title:	Shevon Sherod-Ramirez, Administrative Assistant		
Date:	June 30, 2021		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Regular Meeting	<input 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:			
Financial reports for Tri-Com Central Dispatch for Fiscal Year 2021 through April 30, 2021 including Comments on the Financial Statements are presented.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Comments on the Financial Statements • April 30, 2021 Financial Report • Investment Schedule at April 30, 2021 • Accounts Payable by G/L Distribution Report for April 2021 • Wireless 911 Revenue Graphs 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff recommends acceptance of the April 2021 Financial Reports as presented.			



MEMO

Date: June 30, 2021

To: Tri-Com Board of Directors

From: Shevon Sherod-Ramirez, Administrative Assistant

Re: Financial Statement Analysis – April 30, 2021

We are currently 100% through the fiscal year.

Revenue Analysis:

As of the period ending April 30, 2021, \$5,994,211 has been received. This accounts for approximately 121% of the Fiscal Year 2021 revenue budget.

Wireless 911: Total receipts for the fiscal year are \$2,332,045 or 123% of the budget has been received. Due to Kane ETSB allocation coupled with the 100% increase in 911 fees paid by phone subscribers, the monthly fee averages \$194,337.

Dispatch Services: The fourth of four quarterly payments was billed in February. Four quarters have been billed and all members have paid on-time.

Other Revenues: Total receipts in April was \$725,798 in Other Revenues. This category consists of Interest Income, Reimbursed Expenditures, and Sale of Capital Assets. This includes ETSB funding for capital projects.

Expenditure Analysis – General Fund:

As of April 30, expenditures totaled \$5,294,968 or 107% of the amended budget of \$4,961,200. Please see the attached Income Statement report for the detail by division. Personnel Services accounts for 80% of the total budget and is within the budgeted amounts.



Balance Sheet

Through 04/30/21
Detail Listing
Exclude Rollup Account

Account Description	Current YTD Balance
Fund Category Governmental Funds	
Fund Type Special Revenue Funds	
Fund 236 - Tri-Com	
ASSETS	
<i>Current Assets</i>	
Cash Fifth Third Bank Main	1,200,159.09
Money Market PMA	91,613.49
Money Market Fifth Third Securities	256,079.45
Money Market IPRIME	1,304,511.92
Certificates of Deposit	746,400.00
Prepaid Items Other	670.45
<i>Current Assets Totals</i>	<u>\$3,599,434.40</u>
<i>Current Receivables</i>	
Accounts Receivable Invoicing	122,792.00
Other Receivables Grants Receivable	210,139.00
Accrued Interest Receivable	17,952.75
<i>Current Receivables Totals</i>	<u>\$350,883.75</u>
<i>Intergovernmental Receivables</i>	
Intergovernmental Receivables 911 Fees	370,756.61
<i>Intergovernmental Receivables Totals</i>	<u>\$370,756.61</u>
ASSETS TOTALS	<u>\$4,321,074.76</u>
LIABILITIES AND FUND EQUITY	
LIABILITIES	
<i>Current Liabilities</i>	
Accounts Payable Accounts Payable	563,680.64
Accounts Payable Retainage	61,390.85
Accrued Payroll	91,613.49
Deferred Revenue State/Local Grants	22,597.33
Compensated Absences Current	234,796.56
<i>Current Liabilities Totals</i>	<u>\$974,078.87</u>
LIABILITIES TOTALS	<u>\$974,078.87</u>
FUND EQUITY	
<i>Fund Balance</i>	
Fund Balance	2,647,753.33
<i>Fund Balance Totals</i>	<u>\$2,647,753.33</u>

Tri-Com Central Dispatch
Income Statement
For the period ending April 30, 2021

Account Description	Annual Budget Amount	MTD Actual	YTD Actual Amount	Budget Less YTD Actual	% of Budget
REVENUE					
<i>Intergovernmental Revenues</i>					
Wireless 911	1,900,000	169,903	2,332,045	(432,045)	123%
Federal/State/Local Grants	0	0	221,752	(221,752)	0%
<i>Intergovernmental Revenues Totals</i>	<u>1,900,000</u>	<u>169,903</u>	<u>2,553,797</u>	<u>(653,797)</u>	<u>134%</u>
<i>Service Charges</i>					
Dispatch Services	1,986,330	0	1,989,616	(3,286)	100%
<i>Service Charges Totals</i>	<u>1,986,330</u>	<u>0</u>	<u>1,989,616</u>	<u>(3,286)</u>	<u>100%</u>
<i>Other Revenues</i>					
Interest Income	30,000	2,321	23,143	6,857	77%
Sale of Capital Assets	0	0	776	(776)	0%
Reimbursed Expenditures	5,000	2,882	701,778	(696,778)	14036%
Miscellaneous	0	0	100	(100)	0%
<i>Other Revenues Totals</i>	<u>35,000</u>	<u>5,203</u>	<u>725,798</u>	<u>(690,798)</u>	<u>2,074%</u>
<i>Other Financing Sources</i>					
Other Financing Source	725,000	0	725,000	0	100%
Reappropriation	314,870	0	0	314,870	0%
<i>Other Financing Sources Totals</i>	<u>1,039,870</u>	<u>0</u>	<u>725,000</u>	<u>314,870</u>	<u>70%</u>
REVENUE TOTALS	<u>4,961,200</u>	<u>175,106</u>	<u>5,994,211</u>	<u>(1,033,011)</u>	<u>121%</u>
EXPENSE					
<i>Administration</i>					
Personnel Services	690,889	66,757	566,193	124,696	82%
Contractual Services	624,116	84,331	475,945	148,171	76%
Commodities	17,970	1,089	7,874	10,096	44%
Total	<u>1,332,975</u>	<u>152,177</u>	<u>1,050,012</u>	<u>282,963</u>	<u>79%</u>
<i>Operations</i>					
Personnel Services	2,209,365	243,750	2,264,174	(54,809)	102%
Contractual Services	309,055	12,275	282,617	26,438	91%
Commodities	93,555	15,984	81,061	12,494	87%
Other Expenditures	1,750	517	852	899	49%
Total	<u>2,613,725</u>	<u>272,526</u>	<u>2,628,704</u>	<u>(14,979)</u>	<u>101%</u>
<i>Debt Service</i>					
Principal	116,605	0	112,470	4,135	96%
Debt Service	32,395	0	36,183	(3,788)	112%
Total	<u>149,000</u>	<u>0</u>	<u>148,653</u>	<u>347</u>	<u>100%</u>
<i>Capital Expenditures</i>					
Capital Outlay	865,500	641,556	1,467,600	(602,100)	49%
Other Expenditures	0	0	0	0	0%
Total	<u>865,500</u>	<u>641,556</u>	<u>1,467,600</u>	<u>(602,100)</u>	<u>170%</u>
EXPENSE TOTALS	<u>4,961,200</u>	<u>1,066,259</u>	<u>5,294,968</u>	<u>(333,768)</u>	<u>107%</u>
Fund 100 - General Fund Totals					
REVENUE TOTALS	4,961,200	175,106	5,994,211	(1,033,011)	121%
EXPENSE TOTALS	4,961,200	1,066,259	5,294,968	(333,768)	107%
Fund 100 - General Fund Net Gain (Loss)	0	(891,153)	699,243	699,243	0%

City of Geneva
Investments - Tri-Com
April 30, 2021

Purchase Date	CUSIP	Maturity Date	Description	Rate/ Yield	Cost	Fair Value/Market	Par Value/Face
<u>Certificates of Deposit</u>							
10/3/2019	45023	10/4/2021	CD - Morgan Stanley Bank	1.850%	247,000.00	250,050.70	247,000.00
2/1/2021	288016	8/15/2022	CD - CIBC Bank USA	0.250%	249,400.00	249,400.00	249,979.60
2/5/2020	38149MPK3	2/7/2022	CD - Golman Sachs	1.650%	250,000.00	254,077.50	250,000.00
					\$ 746,400.00	\$ 753,528.20	\$ 746,979.60
<u>U.S. Treasury</u>							
					\$ -	\$ -	\$ -
<u>U.S. Agencies</u>							
					\$ -	\$ -	\$ -
					\$ 746,400.00	\$ 753,528.20	\$ 746,979.60



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 04/01/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
5062 - ISOLVED BENEFIT SERVICES	I108514691	FBA Monthly Admin Fee - March 2021	Paid by EFT # 19000		04/09/2021	04/19/2021	04/21/2021	04/13/2021	04/21/2021	15.00	
									Account 521.10 - Group Insurance FSA Administration Totals	Invoice Transactions 1	<u>15.00</u>
Account 521.25 - Group Insurance Life											
1062 - STANDARD INSURANCE COMPANY	32421	Life Insurance Premium - April 2021	Paid by EFT # 18776		03/24/2021	04/05/2021	03/26/2021	03/24/2021	03/26/2021	53.55	
									Account 521.25 - Group Insurance Life Totals	Invoice Transactions 1	<u>53.55</u>
Account 543 - Legal Service											
1013 - CLARK BAIRD SMITH LLP	13707	Legal Services	Paid by Check # 157766		02/28/2021	04/05/2021	04/07/2021	03/09/2021	04/07/2021	2,473.10	
1049 - RADOVICH LAW OFFICE, P.C.	24	Legal Services	Paid by Check # 157865		04/02/2021	04/19/2021	04/21/2021	04/06/2021	04/21/2021	1,187.50	
									Account 543 - Legal Service Totals	Invoice Transactions 2	<u>\$3,660.60</u>
Account 561.05 - Postage General											
5116 - CONCEPT SEATING	37955	Postage for Chair Part	Paid by EFT # 18957		03/26/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	20.04	
5116 - CONCEPT SEATING	37921	Postage for Chair Part	Paid by EFT # 18958		03/12/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	22.04	
2243 - SHEVON SHEROD-RAMIREZ	41221	Reimbursement - Mileage & Postage	Paid by EFT # 19019		04/12/2021	04/19/2021	04/21/2021	04/13/2021	04/21/2021	38.02	
									Account 561.05 - Postage General Totals	Invoice Transactions 3	<u>\$80.10</u>
Account 562 - Telephone											
1233 - VERIZON WIRELESS	9873865290	Wireless Phone - Feb 2021	Paid by EFT # 18777		02/21/2021	04/05/2021	03/01/2021	03/30/2021	03/01/2021	58.70	
1233 - VERIZON WIRELESS	9876006715	Wireless Phone - Mar 2021	Paid by EFT # 18778		03/21/2021	04/05/2021	03/29/2021	03/30/2021	03/29/2021	58.70	
									Account 562 - Telephone Totals	Invoice Transactions 2	<u>\$117.40</u>
Account 572 - Travel & Meals											
2243 - SHEVON SHEROD-RAMIREZ	41221	Reimbursement - Mileage & Postage	Paid by EFT # 19019		04/12/2021	04/19/2021	04/21/2021	04/13/2021	04/21/2021	10.64	
4871 - JOSEPH SCHELSTREET	SCHE040921	Reimbursement - Mileage & Supplies	Paid by EFT # 19017		04/09/2021	04/19/2021	04/21/2021	04/09/2021	04/21/2021	56.00	
									Account 572 - Travel & Meals Totals	Invoice Transactions 2	<u>\$66.64</u>
Account 595.05 - Rentals Copier											
1169 - GORDON FLESCH CO INC	IN13264968	Copier Maintenance - 04/21	Paid by EFT # 18816		03/20/2021	04/05/2021	04/07/2021	03/26/2021	04/07/2021	184.75	
									Account 595.05 - Rentals Copier Totals	Invoice Transactions 1	<u>\$184.75</u>



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 04/01/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 599 - Other Contractual Services											
1304 - CITY OF GENEVA	2021-08008013	COG General Fund Wages Chargeable to Tri-Com	Paid by EFT # 18867		04/01/2021	04/19/2021	03/31/2021	04/05/2021	04/15/2021	3,428.70	
								Account 599 - Other Contractual Services Totals		Invoice Transactions 1	\$3,428.70
Account 631.05 - Clothing Allowance											
1392 - KOHL'S	5010291	Uniform Allowance	Paid by Check # 157784		03/28/2021	04/05/2021	04/07/2021	03/29/2021	04/07/2021	89.98	
1197 - LANDS END BUSINESS OUTFITTERS	SIN9043431	Uniform Order	Paid by EFT # 18825		03/15/2021	04/05/2021	04/07/2021	03/24/2021	04/07/2021	44.95	
								Account 631.05 - Clothing Allowance Totals		Invoice Transactions 2	\$134.93
								Program 00 - General Totals		Invoice Transactions 15	\$7,741.67
								Division 41 - Administration Totals		Invoice Transactions 15	\$7,741.67
Division 86 - Operations											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
5062 - ISOLVED BENEFIT SERVICES	I108514691	FBA Monthly Admin Fee - March 2021	Paid by EFT # 19000		04/09/2021	04/19/2021	04/21/2021	04/13/2021	04/21/2021	45.00	
								Account 521.10 - Group Insurance FSA Administration Totals		Invoice Transactions 1	\$45.00
Account 521.25 - Group Insurance Life											
1062 - STANDARD INSURANCE COMPANY	32421	Life Insurance Premium - April 2021	Paid by EFT # 18776		03/24/2021	04/05/2021	03/26/2021	03/24/2021	03/26/2021	230.18	
								Account 521.25 - Group Insurance Life Totals		Invoice Transactions 1	\$230.18
Account 528 - Unemployment Compensation											
1535 - ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY	41421	Unemployment Insurance Tax	Paid by EFT # 18892		04/14/2021	04/19/2021	03/26/2021	03/30/2021	03/26/2021	6,021.00	
								Account 528 - Unemployment Compensation Totals		Invoice Transactions 1	\$6,021.00
Account 531.05 - Maintenance Service Building											
1309 - ILLINOIS OFFICE OF THE STATE FIRE MARSHAL	5125116808	Elevator Conveyance Certificate	Paid by Check # 157779		03/09/2021	04/05/2021	04/07/2021	03/15/2021	04/07/2021	75.00	
2848 - JOHNSON WATER CONDITIONING CO	251964	Water Softener Service	Paid by Check # 157783		03/04/2021	04/05/2021	04/07/2021	03/09/2021	04/07/2021	418.00	
1252 - LOWE'S	911883	Snow Blower Fuel	Paid by Check # 157787		02/04/2021	04/05/2021	04/07/2021	03/09/2021	04/07/2021	17.04	
1271 - FOX VALLEY FIRE & SAFETY	IN00422995	Fire Alarm Inspection - Tower	Paid by EFT # 18812		03/17/2021	04/05/2021	04/07/2021	03/17/2021	04/07/2021	300.00	
2212 - THOMPSON ELEVATOR INSPECTION SERVICE INC	21-0634	Elevator Inspection	Paid by Check # 157800		03/02/2021	04/05/2021	04/07/2021	03/05/2021	04/07/2021	185.00	
1271 - FOX VALLEY FIRE & SAFETY	IN00427260	Fire Alarm Monitoring - PSAP	Paid by EFT # 18991		04/07/2021	04/19/2021	04/21/2021	04/08/2021	04/21/2021	135.00	



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Fund 236 - Tri-Com										
Department 85 - Dispatch Services										
Division 86 - Operations										
Program 00 - General										
Account 531.05 - Maintenance Service Building										
1271 - FOX VALLEY FIRE & SAFETY	IN00427653	Fire Alarm Monitoring - Tower	Paid by EFT # 18991		04/07/2021	04/19/2021	04/21/2021	04/08/2021	04/21/2021	135.00
1252 - LOWE'S	909635	Supplies	Paid by Check # 157853		03/02/2021	04/19/2021	04/21/2021	04/09/2021	04/21/2021	41.67
2848 - JOHNSON WATER CONDITIONING CO	987442	Water Softener Repair	Paid by EFT # 18950		03/02/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	67.00
							Account 531.05 - Maintenance Service Building Totals		Invoice Transactions 9	<u>\$1,373.71</u>
Account 531.10 - Maintenance Service Equipment										
3863 - TOWER WORKS	67595	Remove & Replace Antenna	Paid by EFT # 19029		03/31/2021	04/19/2021	04/21/2021	03/31/2021	04/21/2021	1,440.00
							Account 531.10 - Maintenance Service Equipment Totals		Invoice Transactions 1	<u>\$1,440.00</u>
Account 531.30 - Maintenance Service Snow Removal										
1074 - TWIN OAKS LANDSCAPING	SR080596-0007	Snow Removal & Salt Application	Paid by Check # 157803		02/13/2021	04/05/2021	04/07/2021	03/08/2021	04/07/2021	402.00
1074 - TWIN OAKS LANDSCAPING	SR080596-0008	Snow Removal & Salt Application	Paid by Check # 157803		02/15/2021	04/05/2021	04/07/2021	03/08/2021	04/07/2021	154.44
1074 - TWIN OAKS LANDSCAPING	SR080596-0009	Snow Removal & Salt Application	Paid by Check # 157803		02/18/2021	04/05/2021	04/07/2021	03/09/2021	04/07/2021	127.00
1074 - TWIN OAKS LANDSCAPING	SR080596-0010	Snow Removal & Salt Application	Paid by Check # 157803		02/21/2021	04/05/2021	04/07/2021	03/09/2021	04/07/2021	257.00
							Account 531.30 - Maintenance Service Snow Removal Totals		Invoice Transactions 4	<u>\$940.44</u>
Account 531.40 - Maintenance Service Computer Software										
1821 - GODADDY.COM	1837001559	SSL Certificate Renewal	Paid by EFT # 18952		03/11/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	79.99
3153 - SENDGRID	INV07527097	Email Relay Service	Paid by EFT # 18951		03/01/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	29.95
							Account 531.40 - Maintenance Service Computer Software Totals		Invoice Transactions 2	<u>\$109.94</u>
Account 531.95 - Maintenance Service Other Maintenance Service										
5050 - INTRADO LIFE & SAFETY SOLUTIONS CORPORATION	5045781	Viper Service	Paid by Check # 157782		03/03/2021	04/05/2021	04/07/2021	03/03/2021	04/07/2021	1,200.00
							Account 531.95 - Maintenance Service Other Maintenance Service Totals		Invoice Transactions 1	<u>\$1,200.00</u>
Account 544 - Medical Service										
1076 - TYLER MEDICAL SERVICES	425081	Pre-Employment Drug Screen & Physical	Paid by EFT # 18852		03/09/2021	04/05/2021	04/07/2021	03/29/2021	04/07/2021	134.00
							Account 544 - Medical Service Totals		Invoice Transactions 1	<u>\$134.00</u>
Account 559 - Other Professional Services										
1220 - STANARD & ASSOCIATES INC	SA00046551	Pre-Employment Psychological Exam	Paid by Check # 157867		03/30/2021	04/19/2021	04/21/2021	04/06/2021	04/21/2021	395.00
							Account 559 - Other Professional Services Totals		Invoice Transactions 1	<u>\$395.00</u>



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 04/01/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 562 - Telephone											
1233 - VERIZON WIRELESS	9873865290	Wireless Phone - Feb 2021	Paid by EFT # 18777		02/21/2021	04/05/2021	03/01/2021	03/30/2021	03/01/2021	.00	
1004 - CALL ONE	382633	Phone Service	Paid by EFT # 18801		03/15/2021	04/05/2021	04/07/2021	03/19/2021	04/07/2021	14,060.19	
									Account 562 - Telephone Totals	Invoice Transactions 2	<u>\$14,060.19</u>
Account 565 - Internet											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2117003	LEADS & Internet Service	Paid by Check # 157798		02/16/2021	04/05/2021	04/07/2021	03/02/2021	04/07/2021	1,027.71	
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2119771	LEADS & Internet Service	Paid by Check # 157798		03/15/2021	04/05/2021	04/07/2021	03/29/2021	04/07/2021	1,027.71	
									Account 565 - Internet Totals	Invoice Transactions 2	<u>\$2,055.42</u>
Account 573 - Training & Professional Development											
1605 - APCO INTERNATIONAL	772501	EMD Guide Cards	Paid by EFT # 18913		03/15/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	352.03	
1605 - APCO INTERNATIONAL	772687	EMD Manual - PST Manual & Recertification	Paid by EFT # 18914		03/16/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	453.72	
2061 - FRED PRYOR CAREERTRACK	5666903	Membership Renewal	Paid by EFT # 18955		03/24/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	199.00	
									Account 573 - Training & Professional Development Totals	Invoice Transactions 3	<u>\$1,004.75</u>
Account 581.05 - Utilities Electric											
1005 - CITY OF ST CHARLES	Tricom031521	Utilities - Electric & Sewer	Paid by Check # 157765		03/15/2021	04/05/2021	04/07/2021	03/15/2021	04/07/2021	2,696.92	
									Account 581.05 - Utilities Electric Totals	Invoice Transactions 1	<u>\$2,696.92</u>
Account 581.10 - Utilities Natural Gas											
1373 - NICOR GAS 0632	8152828017/0321	Gas Services - 1850 South St	Paid by Check # 157789		03/23/2021	04/05/2021	04/07/2021	03/29/2021	04/07/2021	49.63	
1373 - NICOR GAS 0632	9796006059/0321	Gas Services - 75 Railroad St	Paid by Check # 157789		03/19/2021	04/05/2021	04/07/2021	03/24/2021	04/07/2021	42.36	
1373 - NICOR GAS 0632	9305123193/0321	Gas Services - 3823 Karl Madsen	Paid by Check # 157858		03/26/2021	04/19/2021	04/21/2021	03/30/2021	04/21/2021	219.42	
									Account 581.10 - Utilities Natural Gas Totals	Invoice Transactions 3	<u>\$311.41</u>
Account 581.20 - Utilities Water/Sewer											
1005 - CITY OF ST CHARLES	Tricom031521	Utilities - Electric & Sewer	Paid by Check # 157765		03/15/2021	04/05/2021	04/07/2021	03/15/2021	04/07/2021	58.79	
									Account 581.20 - Utilities Water/Sewer Totals	Invoice Transactions 1	<u>\$58.79</u>
Account 581.25 - Utilities Cable/Dish											
4135 - DIRECTV	014880277X210226	Satellite TV Service - 03/21	Paid by Check # 157772		02/26/2021	04/05/2021	04/07/2021	03/03/2021	04/07/2021	81.99	



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 04/01/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 581.25 - Utilities Cable/Dish											
4135 - DIRECTV	014880277X21 0326	Satellite TV Service - 04/21	Paid by Check # 157835		03/26/2021	04/19/2021	04/21/2021	04/01/2021	04/21/2021	81.99	
									Account 581.25 - Utilities Cable/Dish Totals	Invoice Transactions 2	\$163.98
Account 595.95 - Rentals Miscellaneous											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2117003	LEADS & Internet Service	Paid by Check # 157798		02/16/2021	04/05/2021	04/07/2021	03/02/2021	04/07/2021	580.00	
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2119771	LEADS & Internet Service	Paid by Check # 157798		03/15/2021	04/05/2021	04/07/2021	03/29/2021	04/07/2021	580.00	
									Account 595.95 - Rentals Miscellaneous Totals	Invoice Transactions 2	\$1,160.00
Account 621 - Office Supplies											
3083 - DO IT YOURSELF LETTERING.COM	441787	Vinyl Locker Name	Paid by EFT # 18953		03/17/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	23.80	
1667 - OFFICE MAX	163914841-001	Office Supplies	Paid by EFT # 18954		03/24/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	43.04	
1667 - OFFICE MAX	164589520-001	Office Supplies	Paid by EFT # 18956		03/25/2021	04/19/2021	04/21/2021	03/30/2021	04/23/2021	271.82	
									Account 621 - Office Supplies Totals	Invoice Transactions 3	\$338.66
Account 624.95 - Operating Supplies Other Operating Supplies											
2243 - SHEVON SHEROD-RAMIREZ	33021	Reimbursement- Disposable Masks	Paid by EFT # 19019		03/30/2021	04/19/2021	04/21/2021	03/30/2021	04/21/2021	110.00	
3994 - CENTURY SPRINGS	2657641	Water Service	Paid by Check # 157827		03/12/2021	04/19/2021	04/21/2021	04/01/2021	04/21/2021	79.45	
3994 - CENTURY SPRINGS	2663902	Water Service	Paid by Check # 157827		03/26/2021	04/19/2021	04/21/2021	04/01/2021	04/21/2021	79.45	
3994 - CENTURY SPRINGS	2666932	Water Service	Paid by Check # 157827		03/31/2021	04/19/2021	04/21/2021	04/01/2021	04/21/2021	28.50	
4871 - JOSEPH SCHELSTREET	SCHE040921	Reimbursement - Mileage & Supplies	Paid by EFT # 19017		04/09/2021	04/19/2021	04/21/2021	04/09/2021	04/21/2021	203.30	
									Account 624.95 - Operating Supplies Other Operating Supplies Totals	Invoice Transactions 5	\$500.70
Account 626 - Janitorial Supplies											
4871 - JOSEPH SCHELSTREET	SCHE040921	Reimbursement - Mileage & Supplies	Paid by EFT # 19017		04/09/2021	04/19/2021	04/21/2021	04/09/2021	04/21/2021	107.10	
									Account 626 - Janitorial Supplies Totals	Invoice Transactions 1	\$107.10
Account 631.05 - Clothing Allowance											
1197 - LANDS END BUSINESS OUTFITTERS	SIN9044166	Uniform Order	Paid by EFT # 18825		03/15/2021	04/05/2021	04/07/2021	03/24/2021	04/07/2021	656.09	
1392 - KOHL'S	5010202	Uniform Allowance	Paid by Check # 157851		03/23/2021	04/19/2021	04/21/2021	04/01/2021	04/21/2021	76.80	
									Account 631.05 - Clothing Allowance Totals	Invoice Transactions 2	\$732.89



Accounts Payable by G/L Distribution Report

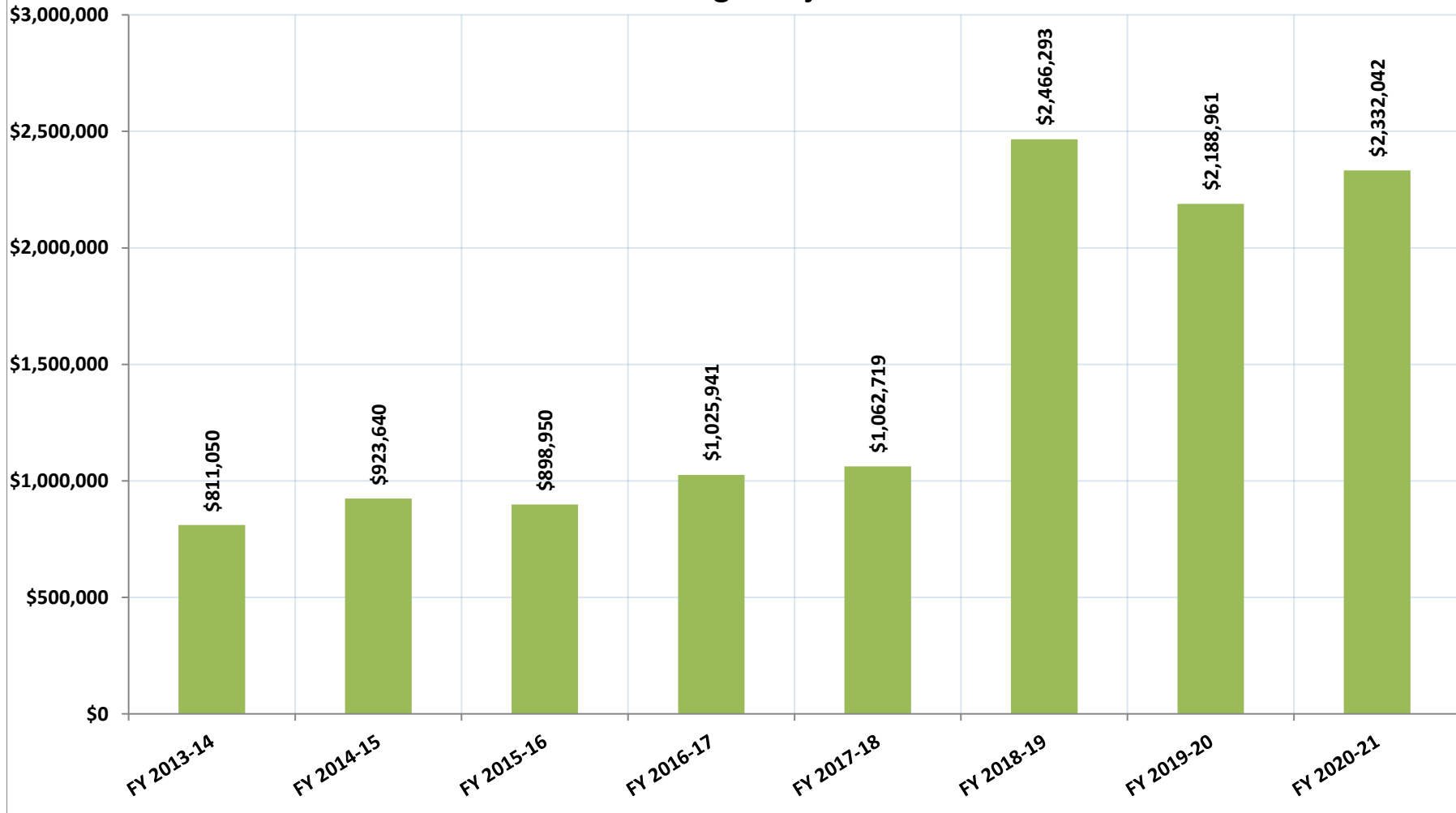
Invoice Due Date Range 04/01/21 - 04/30/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 663 - Computer Software											
3370 - ALADTEC INC	2021-0723	Scheduling Software	Paid by Check # 157753		03/11/2021	04/05/2021	04/07/2021	03/15/2021	04/07/2021	2,547.00	
3068 - TRANSUNION RISK AND ALTERNATIVE	5872631-202103-1	TLO Subscription - 03/21	Paid by Check # 157871		04/01/2021	04/19/2021	04/21/2021	04/05/2021	04/21/2021	125.00	
									Account 663 - Computer Software Totals	Invoice Transactions 2	<u>\$2,672.00</u>
Account 820 - Machinery & Equipment											
1212 - PRIMUS ELECTRONICS	973320	Tower Antenna	Paid by EFT # 18836		03/16/2021	04/05/2021	04/07/2021	03/22/2021	04/07/2021	536.25	
1597 - AMAZON	456438573773	Plantronics Mute Switch	Paid by EFT # 18894		03/09/2021	04/19/2021	03/18/2021	03/18/2021	03/18/2021	96.90	
									Account 820 - Machinery & Equipment Totals	Invoice Transactions 2	<u>\$633.15</u>
Account 917 - Employee Awards											
5118 - LATOYA MARZ	4921	Reimbursement - TC Week Decorations	Paid by EFT # 19004		04/09/2021	04/19/2021	04/21/2021	04/13/2021	04/21/2021	52.64	
									Account 917 - Employee Awards Totals	Invoice Transactions 1	<u>\$52.64</u>
									Program 00 - General Totals	Invoice Transactions 54	<u>\$38,437.87</u>
Program 95 - Capital Outlay											
Account 810 - Buildings & Improvements											
2984 - AMD INTERIORS INC	1062	Raised Floor Panels	Paid by Check # 157754		03/19/2021	04/05/2021	04/07/2021	03/19/2021	04/07/2021	2,568.00	
4980 - FGM ARCHITECTS	20-2962.03-3	Console Project - Electrical	Paid by EFT # 18810		03/08/2021	04/05/2021	04/07/2021	03/15/2021	04/07/2021	220.00	
4980 - FGM ARCHITECTS	21-3067.01-2	10th Street Water Tower Project	Paid by EFT # 18810		03/11/2021	04/05/2021	04/07/2021	03/16/2021	04/07/2021	14,580.00	
2983 - VONS ELECTRIC INC	17019	Light Installation	Paid by EFT # 18856		03/16/2021	04/05/2021	04/07/2021	03/16/2021	04/07/2021	24,800.00	
									Account 810 - Buildings & Improvements Totals	Invoice Transactions 4	<u>\$42,168.00</u>
Account 820 - Machinery & Equipment											
1774 - MOTOROLA SOLUTIONS INC	41299098	New Radio Positions	Paid by EFT # 19007		03/31/2021	04/19/2021	04/21/2021	04/09/2021	04/21/2021	83,303.83	
									Account 820 - Machinery & Equipment Totals	Invoice Transactions 1	<u>\$83,303.83</u>
									Program 95 - Capital Outlay Totals	Invoice Transactions 5	<u>\$125,471.83</u>
									Division 86 - Operations Totals	Invoice Transactions 59	<u>\$163,909.70</u>
									Department 85 - Dispatch Services Totals	Invoice Transactions 74	<u>\$171,651.37</u>
									Fund 236 - Tri-Com Totals	Invoice Transactions 74	<u>\$171,651.37</u>
									Grand Totals	Invoice Transactions 74	<u>\$171,651.37</u>

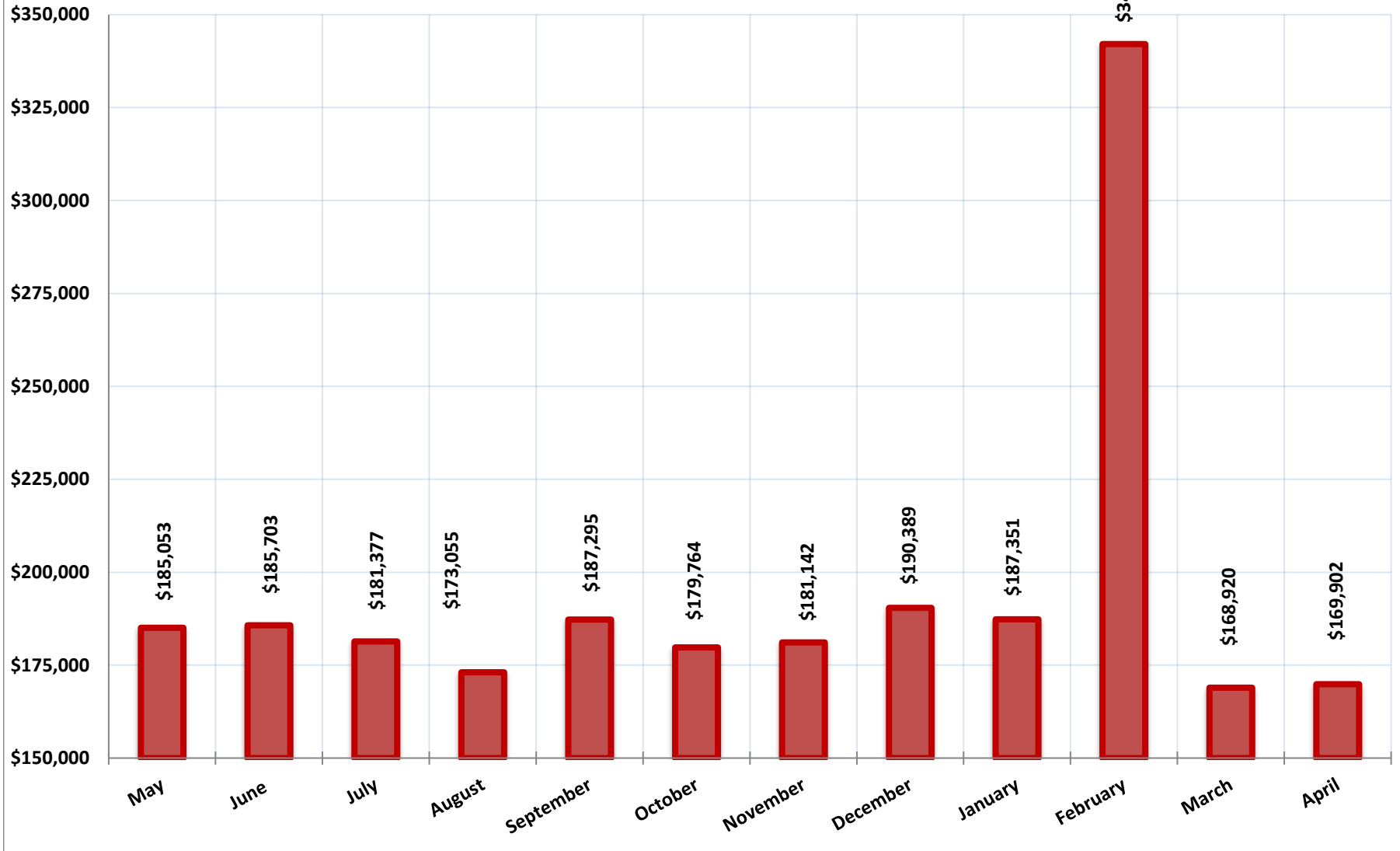
**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Comparison for April
FY 2013-14 Through FY 2020-21**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Annual Comparison
FY 2013-14 Through Projected FY 2020-21**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Revenue
FY 2020-21**





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	May 31, 2021 Monthly Financial Reports		
Presenter & Title:	Shevon Sherod-Ramirez, Administrative Assistant		
Date:	June 30, 2021		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Regular Meeting	<input 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:			
Financial reports for Tri-Com Central Dispatch for Fiscal Year 2022 through May 31, 2021 including Comments on the Financial Statements are presented.			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Comments on the Financial Statements • May 31, 2021 Financial Report • Investment Schedule at May 31, 2021 • Accounts Payable by G/L Distribution Report for May 2021 • Wireless 911 Revenue Graphs 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff recommends acceptance of the May 2021 Financial Reports as presented.			



MEMO

Date: June 30, 2021

To: Tri-Com Board of Directors

From: Shevon Sherod-Ramirez, Administrative Assistant

Re: Financial Statement Analysis – May 31, 2021

We are currently 8% through the fiscal year.

Revenue Analysis:

As of the period ending May 31, 2021, \$671,026 has been received. This accounts for approximately 15% of the Fiscal Year 2022 revenue budget.

Wireless 911: Total receipts for the fiscal year are \$177,643 or 9% of the budget has been received. Due to Kane ETSB allocation coupled with the 100% increase in 911 fees paid by phone subscribers, the monthly fee averages \$177,643.

Dispatch Services: The first of four quarterly payments was billed in May. One quarter has been billed and all members have paid on-time.

Other Revenues: Total receipts in May was \$3,757 in Other Revenues. This category consists of Interest Income and Reimbursed Expenditures.

Expenditure Analysis – General Fund:

As of May 31, expenditures totaled \$136,335 or 3% of the amended budget of \$4,568,500. Please see the attached Income Statement report for the detail by division. Personnel Services accounts for 80% of the total budget and is within the budgeted amounts.



Balance Sheet

Through 05/31/21
Detail Listing
Exclude Rollup Account

Account Description	Current YTD Balance
Fund Category Governmental Funds	
Fund Type Special Revenue Funds	
Fund 236 - Tri-Com	
ASSETS	
<i>Current Assets</i>	
Cash Fifth Third Bank Main	1,399,053.14
Money Market PMA	91,613.49
Money Market Fifth Third Securities	69,436.80
Money Market IPRIME	1,304,559.77
Certificates of Deposit	934,712.31
Prepaid Items Other	670.45
<i>Current Assets Totals</i>	<u>\$3,800,045.96</u>
<i>Current Receivables</i>	
Accounts Receivable Invoicing	102,656.00
Other Receivables Grants Receivable	210,139.00
Accrued Interest Receivable	17,952.75
<i>Current Receivables Totals</i>	<u>\$330,747.75</u>
<i>Intergovernmental Receivables</i>	
Intergovernmental Receivables 911 Fees	370,756.61
<i>Intergovernmental Receivables Totals</i>	<u>\$370,756.61</u>
ASSETS TOTALS	<u>\$4,501,550.32</u>
LIABILITIES AND FUND EQUITY	
LIABILITIES	
<i>Current Liabilities</i>	
Accounts Payable Accounts Payable	301,078.83
Accounts Payable Retainage	61,390.85
Deferred Revenue State/Local Grants	234,796.56
Compensated Absences Current	619,863.57
<i>Current Liabilities Totals</i>	<u>\$1,217,129.81</u>
LIABILITIES TOTALS	<u>\$1,217,129.81</u>
FUND EQUITY	
<i>Fund Balance</i>	
Fund Balance	2,647,753.33
<i>Fund Balance Totals</i>	<u>2,647,753.33</u>

Tri-Com Central Dispatch
Income Statement
For the period ending Mayh 31, 2021

Account Description	Annual Budget Amount	MTD Actual	YTD Actual Amount	Budget Less YTD Actual	% of Budget
REVENUE					
<i>Intergovernmental Revenues</i>					
Wireless 911	2,000,000	177,643	177,643	1,822,357	9%
<i>Intergovernmental Revenues Totals</i>	2,000,000	177,643	177,643	1,822,357	9%
<i>Service Charges</i>					
Dispatch Services	1,958,890	489,625	489,625	1,469,265	25
<i>Service Charges Totals</i>	1,958,890	489,625	489,625	1,469,265	25%
<i>Other Revenues</i>					
Interest Income	25,000	1,718	1,718	23,282	7%
Reimbursed Expenditures	335,000	2,040	2,040	332,960	1%
<i>Other Revenues Totals</i>	360,000	3,757	3,757	356,243	1%
<i>Other Financing Sources</i>					
Reappropriation	249,610	0	0	249,610	0%
<i>Other Financing Sources Totals</i>	249,610	0	0	249,610	0%
REVENUE TOTALS	4,568,500	671,026	671,026	3,897,474	15%
EXPENSE					
<i>Administration</i>					
Personnel Services	599,981	25,628	25,628	574,353	4%
Contractual Services	113,695	1,859	1,859	111,836	2%
Commodities	24,695	52	52	24,643	0%
Total	738,371	27,538	27,538	710,833	4%
<i>Operations</i>					
Personnel Services	2,387,219	104,484	104,484	2,282,735	4%
Contractual Services	338,885	1,466	1,466	337,419	0%
Commodities	462,880	2,848	2,848	460,032	1%
Other Expenditures	1,750	0	0	1,750	0%
Total	3,190,734	108,797	108,797	3,081,937	3%
<i>Debt Service</i>					
Principal	211,015	0	0	211,015	0%
Debt Service	57,980	0	0	57,980	0%
Total	268,995	0	0	268,995	0%
<i>Capital Expenditures</i>					
Capital Outlay	370,400	0	0	370,400	0
Total	370,400	0	0	370,400	0%
EXPENSE TOTALS	4,568,500	136,335	136,335	4,432,165	3%
Fund 100 - General Fund Totals					
REVENUE TOTALS	4,568,500	671,026	671,026	3,897,474	15%
EXPENSE TOTALS	4,568,500	136,335	136,335	4,432,165	3%
Fund 100 - General Fund Net Gain (Loss)	0	534,691	534,691	534,691	0%

City of Geneva
Investments - Tri-Com
May 31, 2021

Purchase Date	CUSIP	Maturity Date	Description	Rate/ Yield	Cost	Fair Value/Market	Par Value/Face
Certificates of Deposit							
10/3/2019	45023	10/4/2021	CD - Morgan Stanley Bank	1.850%	247,000.00	250,050.70	247,000.00
2/1/2021	288016-1	8/15/2022	CD - CIBC Bank USA	0.250%	249,400.00	249,400.00	249,979.60
2/5/2020	38149MPK3	2/7/2022	CD - Golman Sachs	1.650%	250,000.00	254,077.50	250,000.00
44320	61690UNY2	44886	CD - Morgan Stanley (1.85%)	0.0185	188,312.31	186,752.02	186,577.81
					\$ 934,712.31	\$ 940,280.22	\$ 933,557.41
U.S. Treasury							
					\$ -	\$ -	\$ -
U.S. Agencies							
					\$ -	\$ -	\$ -
					\$ 934,712.31	\$ 940,280.22	\$ 933,557.41



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 05/01/21 - 05/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Account 140.95 - Prepaid Items Other											
1062 - STANDARD INSURANCE COMPANY	42321	Life Insurance Premium - May 2021	Paid by EFT # 19064		04/23/2021	05/03/2021	04/26/2021	04/23/2021	04/26/2021	286.45	
								Account 140.95 - Prepaid Items Other Totals		Invoice Transactions 1	<u>286.45</u>
Department 85 - Dispatch Services											
Division 41 - Administration											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
1190 - INFINISOURCE BENEFITS SERVICES	I104327353	FBA Monthly Admin Fee - May 2020	Paid by EFT # 19092		06/09/2020	05/03/2021	04/30/2021	04/21/2021	05/05/2021	5.00	
								Account 521.10 - Group Insurance FSA Administration Totals		Invoice Transactions 1	<u>5.00</u>
Account 521.15 - Group Insurance EAP											
2004 - TRI CITY FAMILY SERVICES	050321	EAP Services 3rd Installment	Paid by EFT # 19226		05/03/2021	05/17/2021	05/19/2021	05/07/2021	05/19/2021	122.50	
								Account 521.15 - Group Insurance EAP Totals		Invoice Transactions 1	<u>122.50</u>
Account 543 - Legal Service											
1013 - CLARK BAIRD SMITH LLP	13831	Legal Services	Paid by Check # 157908		03/31/2021	05/03/2021	04/30/2021	04/13/2021	05/05/2021	255.00	
								Account 543 - Legal Service Totals		Invoice Transactions 1	<u>255.00</u>
Account 562 - Telephone											
1233 - VERIZON WIRELESS	9878143331	Wireless Phone - Apr 2021	Paid by EFT # 19149		04/21/2021	05/17/2021	04/27/2021	04/29/2021	04/27/2021	58.72	
1039 - KANE COUNTY GOVERNMENT	FY2021-044	Administrative Phone Lines	Paid by Check # 158004		03/11/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	162.92	
1039 - KANE COUNTY GOVERNMENT	FY2021-056	Administrative Phone Lines	Paid by Check # 158004		04/08/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	165.18	
								Account 562 - Telephone Totals		Invoice Transactions 3	<u>386.82</u>
Account 572 - Travel & Meals											
2243 - SHEVON SHEROD-RAMIREZ	41921	Reimbursement - Mileage & Supplies	Paid by EFT # 19111		04/19/2021	05/03/2021	04/30/2021	04/21/2021	05/05/2021	8.96	
2994 - ANDREW R KUNSTLER	KUNS042321	Mileage Reimbursement	Paid by EFT # 19199		04/23/2021	05/17/2021	04/30/2021	04/23/2021	05/19/2021	287.11	
								Account 572 - Travel & Meals Totals		Invoice Transactions 2	<u>296.07</u>
Account 631.05 - Clothing Allowance											
1197 - LANDS END BUSINESS OUTFITTERS	SIN9134903	Uniform Order	Paid by EFT # 19202		04/20/2021	05/17/2021	04/30/2021	04/28/2021	05/19/2021	51.90	
								Account 631.05 - Clothing Allowance Totals		Invoice Transactions 1	<u>51.90</u>
								Program 00 - General Totals		Invoice Transactions 9	<u>\$1,117.29</u>
								Division 41 - Administration Totals		Invoice Transactions 9	<u>\$1,117.29</u>



Accounts Payable by G/L Distribution Report

Invoice Due Date Range 05/01/21 - 05/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 521.10 - Group Insurance FSA Administration											
1190 - INFINSOURCE BENEFITS SERVICES	I104327353	FBA Monthly Admin Fee - May 2020	Paid by EFT # 19092		06/09/2020	05/03/2021	04/30/2021	04/21/2021	05/05/2021	45.00	
									Account 521.10 - Group Insurance FSA Administration Totals	Invoice Transactions 1	<u>45.00</u>
Account 521.15 - Group Insurance EAP											
2004 - TRI CITY FAMILY SERVICES	050321	EAP Services 3rd Installment	Paid by EFT # 19226		05/03/2021	05/17/2021	05/19/2021	05/07/2021	05/19/2021	290.00	
									Account 521.15 - Group Insurance EAP Totals	Invoice Transactions 1	<u>290.00</u>
Account 531.05 - Maintenance Service Building											
4044 - GOOD CALL PLUMBING	14247	Bathroom Repair	Paid by EFT # 19193		04/22/2021	05/17/2021	04/30/2021	04/22/2021	05/19/2021	230.00	
4376 - TDH MECHANICAL INC	12880	HVAC Maintenance	Paid by Check # 158030		04/21/2021	05/17/2021	04/30/2021	04/21/2021	05/19/2021	1,590.00	
									Account 531.05 - Maintenance Service Building Totals	Invoice Transactions 2	<u>\$1,820.00</u>
Account 546 - Janitorial Service											
3346 - CITYWIDE BUILDING MAINTENANCE	39048	Cleaning Services - April 2021	Paid by Check # 157907		04/01/2021	05/03/2021	04/30/2021	04/13/2021	05/05/2021	1,465.55	
3346 - CITYWIDE BUILDING MAINTENANCE	39242	Tower Site Cleaning	Paid by Check # 157907		04/14/2021	05/03/2021	04/30/2021	04/20/2021	05/05/2021	350.00	
3346 - CITYWIDE BUILDING MAINTENANCE	39332	Cleaning Services - May 2021	Paid by Check # 157977		05/01/2021	05/17/2021	05/19/2021	05/05/2021	05/19/2021	1,465.55	
									Account 546 - Janitorial Service Totals	Invoice Transactions 3	<u>\$3,281.10</u>
Account 562 - Telephone											
1004 - CALL ONE	393317	Phone Service	Paid by EFT # 19076		04/15/2021	05/03/2021	04/30/2021	04/20/2021	05/05/2021	12,491.33	
1039 - KANE COUNTY GOVERNMENT	FY2021-044	Administrative Phone Lines	Paid by Check # 158004		03/11/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	116.37	
1039 - KANE COUNTY GOVERNMENT	FY2021-056	Administrative Phone Lines	Paid by Check # 158004		04/08/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	117.97	
									Account 562 - Telephone Totals	Invoice Transactions 3	<u>\$12,725.67</u>
Account 565 - Internet											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2122513	LEADS & Internet Service	Paid by Check # 158031		04/12/2021	05/17/2021	04/30/2021	04/29/2021	05/19/2021	1,027.71	
									Account 565 - Internet Totals	Invoice Transactions 1	<u>\$1,027.71</u>
Account 581.05 - Utilities Electric											
1005 - CITY OF ST CHARLES	Tricom041621	Utilities - Electric & Sewer	Paid by Check # 157906		04/16/2021	05/03/2021	04/30/2021	04/16/2021	05/05/2021	2,393.12	
									Account 581.05 - Utilities Electric Totals	Invoice Transactions 1	<u>\$2,393.12</u>
Account 581.10 - Utilities Natural Gas											
1373 - NICOR GAS 0632	8152828017/0421	Gas Services - 1850 South St	Paid by Check # 158017		04/22/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	43.26	

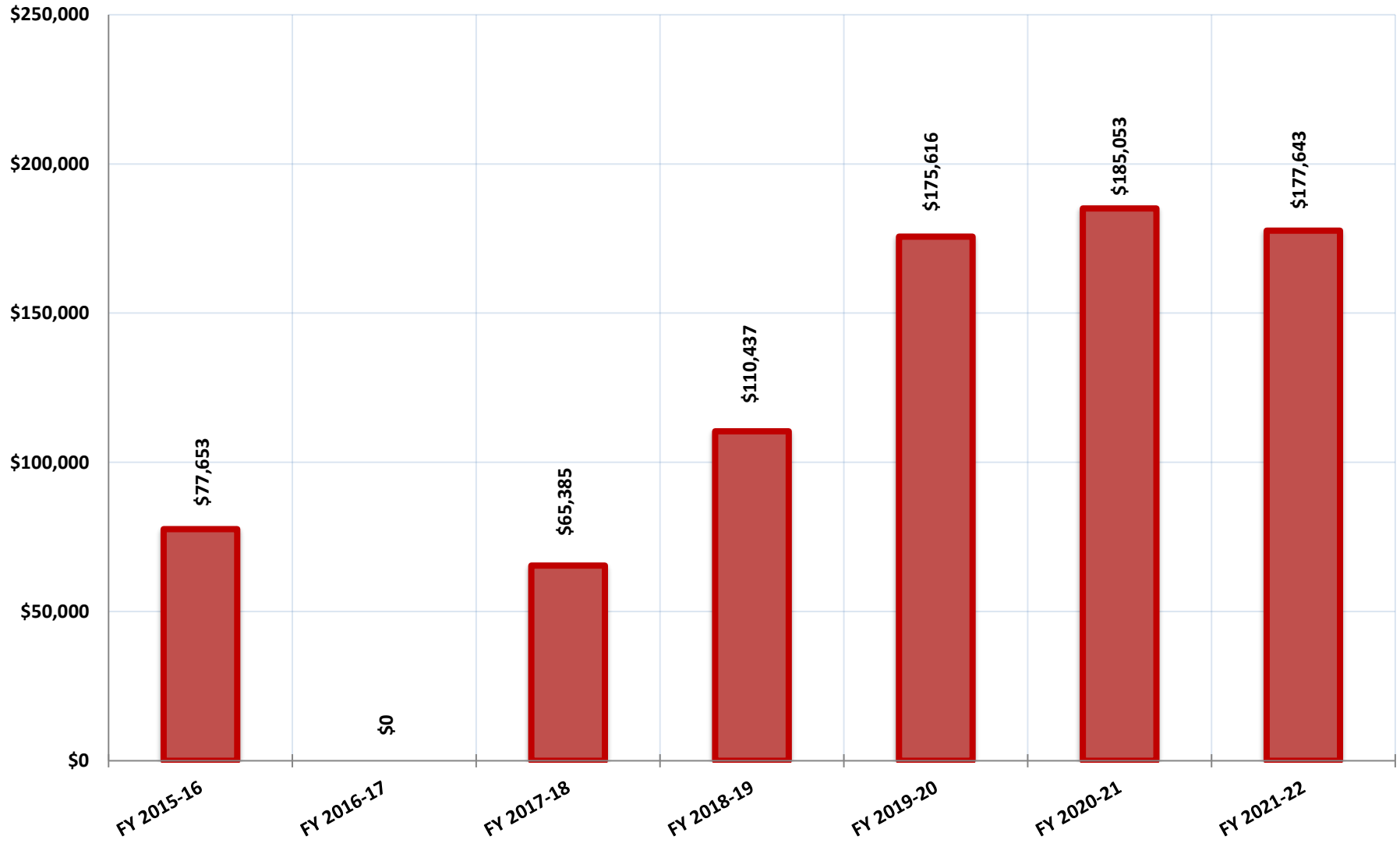


Accounts Payable by G/L Distribution Report

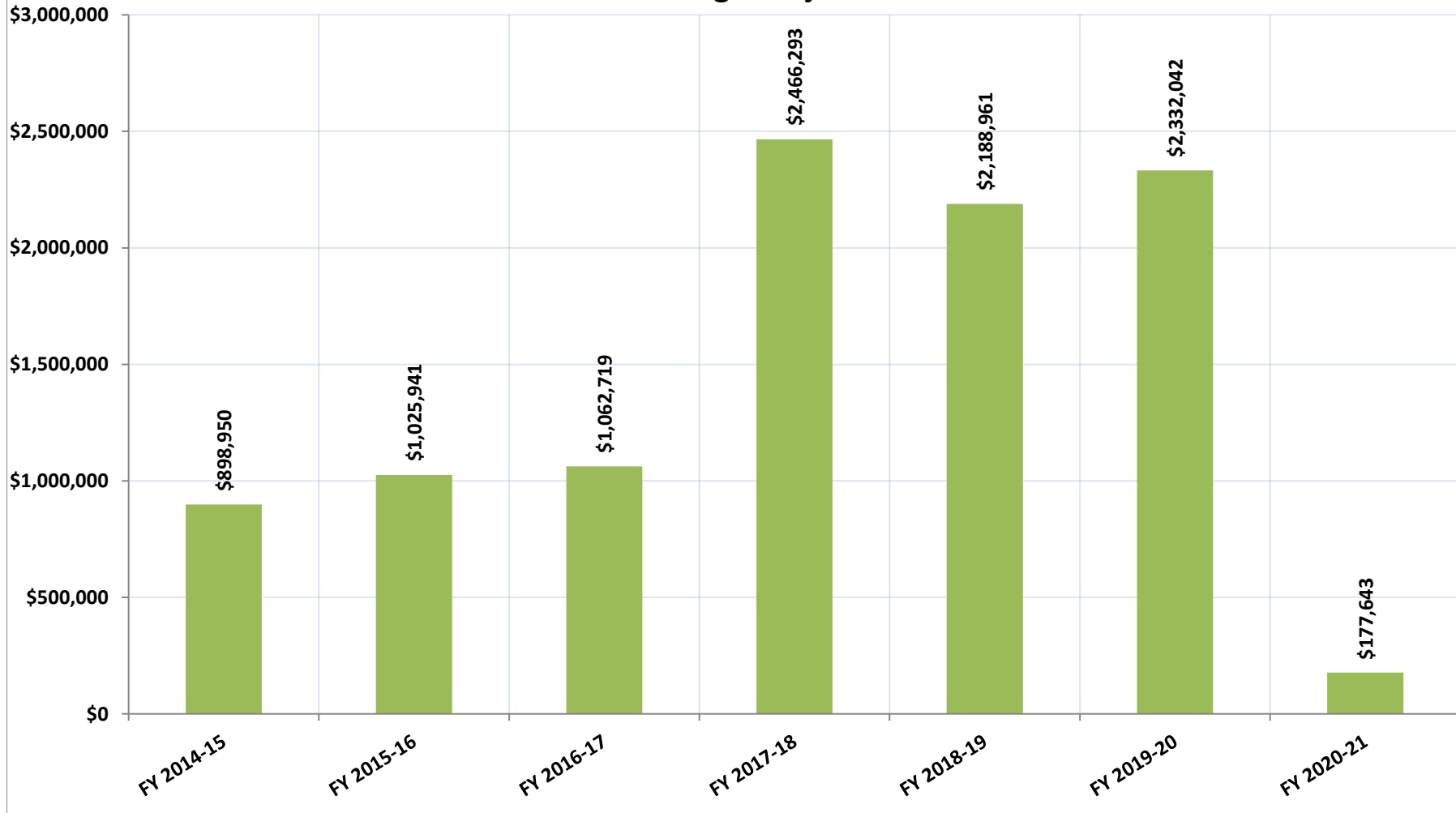
Invoice Due Date Range 05/01/21 - 05/31/21

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 236 - Tri-Com											
Department 85 - Dispatch Services											
Division 86 - Operations											
Program 00 - General											
Account 581.10 - Utilities Natural Gas											
1373 - NICOR GAS 0632	9496006059/0421	Gas Services - 75 Railroad	Paid by Check # 158017		04/20/2021	05/17/2021	04/30/2021	04/27/2021	05/19/2021	44.52	
									Account 581.10 - Utilities Natural Gas Totals	Invoice Transactions 2	<u>\$87.78</u>
Account 581.20 - Utilities Water/Sewer											
1005 - CITY OF ST CHARLES	Tricom041621	Utilities - Electric & Sewer	Paid by Check # 157906		04/16/2021	05/03/2021	04/30/2021	04/16/2021	05/05/2021	58.79	
									Account 581.20 - Utilities Water/Sewer Totals	Invoice Transactions 1	<u>\$58.79</u>
Account 595.95 - Rentals Miscellaneous											
4227 - TECHNOLOGY MANAGEMENT REV FUND	T2122513	LEADS & Internet Service	Paid by Check # 158031		04/12/2021	05/17/2021	04/30/2021	04/29/2021	05/19/2021	580.00	
									Account 595.95 - Rentals Miscellaneous Totals	Invoice Transactions 1	<u>\$580.00</u>
Account 663 - Computer Software											
4460 - LEFTA SYSTEMS	INV-000266	DOR Software	Paid by EFT # 19098		04/01/2021	05/03/2021	05/05/2021	04/05/2021	05/05/2021	798.60	
4100 - POLICE LEGAL SCIENCES	10240	PLS Dispatch Pro Software	Paid by Check # 157939		04/14/2021	05/03/2021	05/05/2021	04/15/2021	05/05/2021	1,920.00	
									Account 663 - Computer Software Totals	Invoice Transactions 2	<u>\$2,718.60</u>
Account 917 - Employee Awards											
2243 - SHEVON SHEROD-RAMIREZ	41921	Reimbursement - Mileage & Supplies	Paid by EFT # 19111		04/19/2021	05/03/2021	04/30/2021	04/21/2021	05/05/2021	19.99	
1247 - EAGLE ENGRAVING	2021-1947	Engraving Name Plates	Paid by EFT # 19079		04/15/2021	05/03/2021	04/30/2021	04/15/2021	05/05/2021	33.00	
									Account 917 - Employee Awards Totals	Invoice Transactions 2	<u>\$52.99</u>
									Program 00 - General Totals	Invoice Transactions 20	<u>\$25,080.76</u>
Program 95 - Capital Outlay											
Account 810 - Buildings & Improvements											
1774 - MOTOROLA SOLUTIONS INC	1187049287	Radio Management Programming	Paid by Check # 158015		04/09/2021	05/17/2021	04/30/2021	04/22/2021	05/19/2021	205,429.06	
1774 - MOTOROLA SOLUTIONS INC	8330191953	Radio Management Training	Paid by Check # 158015		04/28/2021	05/17/2021	04/30/2021	04/29/2021	05/19/2021	33,000.00	
									Account 810 - Buildings & Improvements Totals	Invoice Transactions 2	<u>\$238,429.06</u>
									Program 95 - Capital Outlay Totals	Invoice Transactions 2	<u>\$238,429.06</u>
									Division 86 - Operations Totals	Invoice Transactions 22	<u>\$263,509.82</u>
									Department 85 - Dispatch Services Totals	Invoice Transactions 31	<u>\$264,627.11</u>
									Fund 236 - Tri-Com Totals	Invoice Transactions 32	<u>\$264,913.56</u>
									Grand Totals	Invoice Transactions 32	<u>\$264,913.56</u>

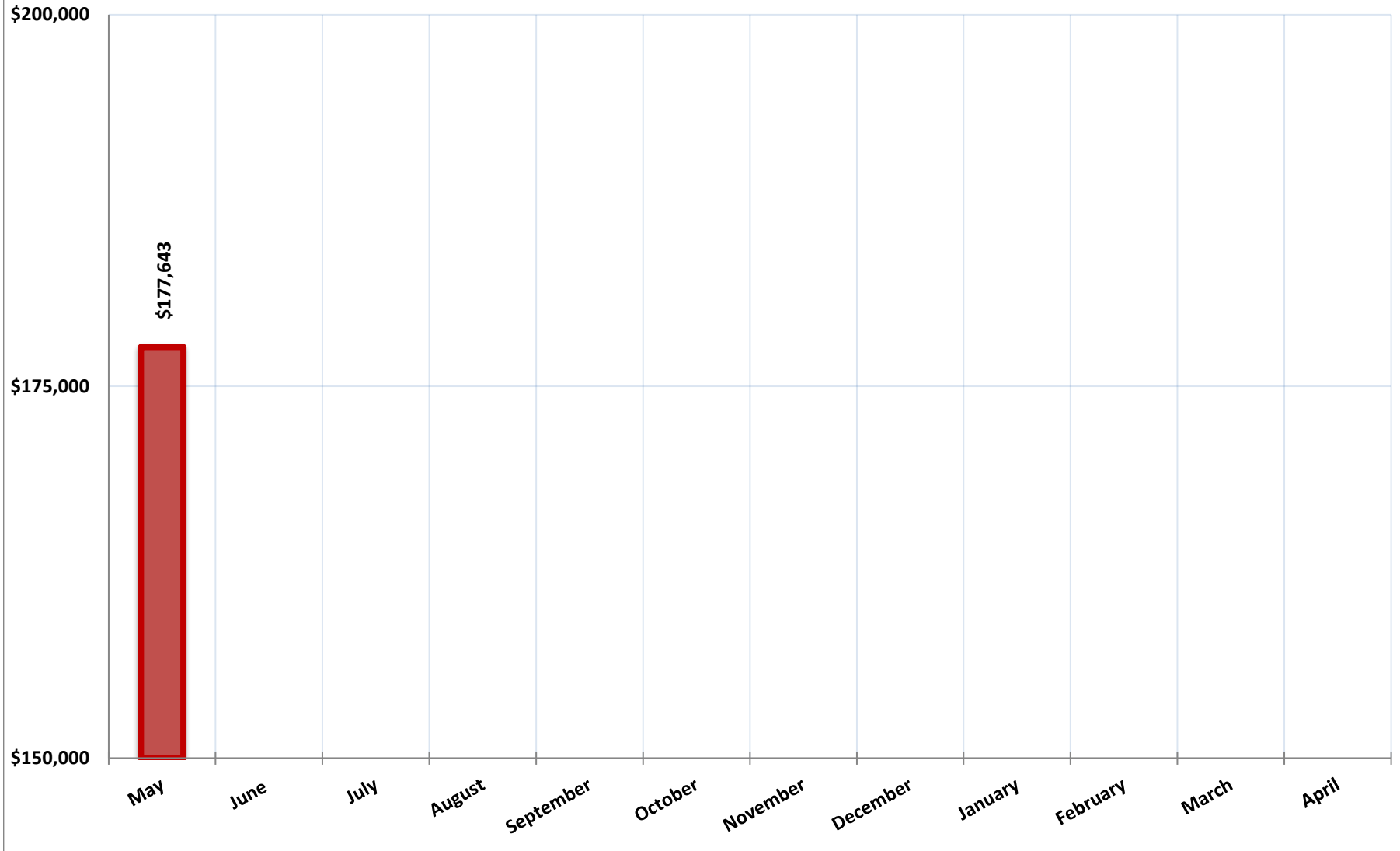
**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Comparison for May
FY 2014-15 Through FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Annual Comparison
FY 2014-15 Through Projected FY 2021-22**



**Tri-Com Central Dispatch
Wireless 911 Revenue
Monthly Revenue
FY 2021-22**



Agenda Item:	Approval of the Quote for Additional Fiber Installation Work at the 10 th Street Tower		
Presenter & Title:	Executive Director Joe Schelstreet		
Date:	June 30, 2021		
Please Check Appropriate Box:			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$ 5800		Budgeted? ETSB	YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
Executive Summary:			
<p>During a site meeting with the City of St. Charles, it was discovered that the previously identified penetration for the new fiber line is not large enough. The desire was to remove the AT&T copper wire and replace it with the new fiber. Due to the size of the fiber, this will not be possible. The City of St. Charles has agreed to a cost sharing proposal for this installation where we will provide the labor to open the trench, physically install the line and then close the trench and the new penetration. The City will provide all necessary materials and terminate the connections. This new fiber installation will enable us to terminate an existing phone line that we are paying \$1,832.72/month for currently. There is room in the existing budget (as reimbursed by the ETSB) to pay for the installation costs.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Quote from Reef Contractors 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests that the Board of Directors approve the quote from Reef Contractors for Additional Fiber Installation Work at the 10 th Street Tower			



MBE/DBE General Contractors
1112 W Boughton Rd. #262. Bolingbrook IL 60440.
www.reefcontractors.us

Estimate: Dig new trenches for fiber optic

Client: Water Tower – City of St. Charles through Tri Com

Date: 06/25/2021

Attention: Mr. Joe Schelstreet

1.	Dig trenches for new optic fiber conduit	\$2,800.00
2.	Install city hardware (provided by City of St. Charles)	\$1,200.00
3.	Penetrations in concrete grout (repair included)	\$1,300.00
4.	Close out trenches	\$500.00
Total		\$5,800.00

*Estimate is valid for 30 days

** If accepted, please send signed proposal back to us.

Thank you.

Agenda Item:	Approval of the Purchase and Required Programming of 14 APX 4500 Radios		
Presenter & Title:	Executive Director Joe Schelstreet		
Date:	June 30, 2021		
Please Check Appropriate Box:			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$ 43,299.62		Budgeted? ETSB	YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
Executive Summary:			
<p>In order to implement the Radio Management Program, the current APX 4500 radios contained within the fleet must be upgraded so that they may include WIFI programming capability. The inability to receive this feature was not identified by Motorola during the negotiations over the radio management program so they are offering significant discounts as identified in the quote contained in the packet. Previously, the Board had discussed this upgrade purchase and identified ETSB reserve monies as the source of project funding. The ETSB resolutions have been prepared and will be voted on during their July 15 meeting. The total quote for 14 APX 4500 radios is \$41,689.62. The required programming and addition of the digital tone signaling option for the fire station alerting systems (Chicago Communications) is \$1,610. The project total is \$43,299.62.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • APX 4500 Radio Purchase Quote 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
Staff requests that the Board of Directors approve the purchase and required programming of 14 APX 4500 radios.			

Tri-Com
Attn: Joe Schelstreet
3823 Karl Madsen Drive
St Charles, Illinois 60175

Project: APX4500 swap existing radios and program

Swap out 14 existing APX4500's for the enhanced APX4500's. 12 at the Fire Stations used for station alerting. Radio must have the Digital Tone Signaling option. Program to match the existing APX4500's. 2 at Geneva PD and Waubensee CC PD, program to match existing codeplug.

Total: \$1,610.00

Thank you
Todd Niccum
Government Account Executive
Chicago Communications, LLC
(o) 630-993-4265
(c) 630-280-7738
tniccum@chicomm.com



TRI-COM CENTRAL DISPATCH

APX4500 Mobiles

04/26/2021

04/26/2021

TRI-COM CENTRAL DISPATCH
3823 KARL MADSEN DR
SAINT CHARLES, IL 60175

RE: Motorola Quote for APX4500 Mobiles
Dear Joe Schelstreet,

Motorola Solutions is pleased to present TRI-COM CENTRAL DISPATCH with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide TRI-COM CENTRAL DISPATCH with the best products and services available in the communications industry. Please direct any questions to John Plavsic at John.Plavsic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Plavsic

Billing Address:
 TRI-COM CENTRAL DISPATCH
 3823 KARL MADSEN DR
 SAINT CHARLES, IL 60175
 US

Quote Date:04/26/2021
 Expiration Date:07/25/2021
 Quote Created By:
 John Plavsic
 John.Plavsic@
 motorolasolutions.com

End Customer:
 TRI-COM CENTRAL DISPATCH
 Joe Schelstreet
 jschelstreet@tri-com911.org
 +1.630.232.4739

INCO Terms:CIF
 Freight Terms:FREIGHT PREPAID
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	14	\$1,714.00	\$857.00	\$11,998.00
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	14	\$138.00	\$138.00	\$1,932.00
1b	G90AC	ADD: NO MICROPHONE NEEDED APX	14	\$0.00	\$0.00	\$0.00
1c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	14	\$5.00	\$1.83	\$25.62
1d	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	14	\$0.00	\$0.00	\$0.00
1e	W665BF	ADD: BASE STATION OP W/PS APX	14	\$70.00	\$35.00	\$490.00
1f	G66BF	ADD: DASH MOUNT O2 APXM	14	\$125.00	\$62.50	\$875.00
1g	GA00580AA	ADD: TDMA OPERATION	14	\$450.00	\$225.00	\$3,150.00
1h	G142AD	ADD: NO SPEAKER APX	14	\$0.00	\$0.00	\$0.00
1i	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	14	\$1,570.00	\$785.00	\$10,990.00



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	14	\$0.00	\$0.00	\$0.00
1k	GA09001AA	ADD: WI-FI CAPABILITY	14	\$300.00	\$150.00	\$2,100.00
1l	G843AH	ADD: AES ENCRYPTION AND ADP	14	\$475.00	\$237.50	\$3,325.00
1m	GA00804AA	ADD: APX O2 CH (GREY)	14	\$492.00	\$246.00	\$3,444.00
1n	G89AC	ADD: NO RF ANTENNA NEEDED	14	\$0.00	\$0.00	\$0.00
1o	G444AH	ADD: APX CONTROL HEAD SOFTWARE	14	\$0.00	\$0.00	\$0.00
1p	GA09000AA	ADD: DIGITAL TONE SIGNALING	14	\$150.00	\$75.00	\$1,050.00
1q	W969BG	ADD: MULTIKEY OPERATION	14	\$330.00	\$165.00	\$2,310.00

Grand Total
\$41,689.62(USD)
Notes:


Communications Products Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"
Exhibit B Motorola Proposal/Quote dated _____

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.11. "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.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so,

identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is _____, due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

5.5.

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 INDEMNIFICATION

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. Subject to Florida Chapter 119, and during the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

14.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain

one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer 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, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any 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.

15.4. 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.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. 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.

15.7. 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 executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 Customer 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.

15.8. 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 provided by the other Party 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.

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. 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.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

DRAFT

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software,

the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the

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Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the

transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee 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 is a material breach of this Agreement.

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

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

DRAFT

Exhibit B

Motorola Proposal dated _____

Agenda Item:	Approval of Outside Training and Travel for the Deputy Director		
Presenter & Title:	Executive Director Joe Schelstreet		
Date:	June 30, 2021		
Please Check Appropriate Box:			
<input type="checkbox"/>	Regular Meeting	<input checked="" type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: \$ 3,189.60		Budgeted?	YES <input checked="" type="checkbox"/> NO
<i>If NO, please explain how the item will be funded:</i>			
Executive Summary:			
<p>The Deputy Director has requested the approval of her attendance at the APCO 2021 National Conference Event and the Illinois Public Safety Telecommunications Association (IPSTA) State Conference. These training opportunities would provide her the opportunity to stay informed of the latest advancements and technologies within the field and to further develop her management skills. She would also be able to attend the joint Illinois NENA/APCO membership and IL-TRT meetings on which she serves as a liaison and Board member respectively. The requested expenses for the APCO Conference (\$2,245) are eligible for reimbursement through the ETSB so actual Tri-Com responsibility would only involve the monies authorized for the IPSTA Conference (\$944.60) Board approval is required for travel expenses.</p>			
Voting Requirements:			
<i>This motion requires a simple majority vote.</i>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • COG Request for Overnight Travel Policy Forms 			
Recommendation / Suggested Action: <i>(briefly explain)</i>			
<p>Staff requests that the Board of Directors approve the registration fees and travel costs for the Deputy Director to attend the APCO 2021 National Conference and the 2021 IPSTA Conference for an amount not to exceed \$3,189.60. The expenses for the APCO Conference (\$2,245) will be submitted to the ETSB for reimbursement.</p>			



**CITY OF GENEVA REQUEST
FOR OVERNIGHT TRAVEL
Administrative Policy 2012-01**

This form is required for all overnight travel related activities lasting more than one day.

Employee Name: LaToya Marz Date of Request: 6/11/2021
Department: Tri-Com Central Dispatch Division: Administration
Proposed Event: APCO 2021 National Conference
Name of Organization Sponsoring the Event: Association of Public-Safety Communications Officials
Location of Event: San Antonio, Texas
Dates Away from Work: August 14-18
Contact number while away: 224-575-1458

Estimated Expenses (please estimate the costs below):

Registration: \$ 440.00
Travel (Airfare, Car Rental, Bus, Gasoline, etc.): \$ 700.00
Lodging: \$ 800.00
Meals: \$ 305.00
Other (Please Specify _____): _____
Total: \$ 2,245.00

Purpose/Need to Attend: The APCO National Conference is a gathering of 9-1-1 professionals from across the globe.
The conference provides for learning, professional growth, and networking opportunities while mixing with
the most respected leaders and vendors in the 9-1-1 industry. As a member of several APCO committees and a
certified Registered Public-Safety Leader (RPL), attendance and involvement at the conference also counts towards my required recertification points.

Budgeted? Yes No

Will you be using a City-issued Credit card? Yes No

Was a City vehicle available for your use? Yes No

Last four (4) digits of the credit card account number(s): 5554

Names of other employees or guests (please note relationship) attending (if applicable):

N/A

Notes:

Early registration ends July 16th, at which point the registration fee raises to \$490.

Employee Signature:  Date: 06.11.21

Supervisor Approval: _____ Date: _____

Department Head Approval: _____ Date: _____

City Administrator Approval: _____ Date: _____

Mayor's Approval: _____ Date: _____

Print

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**CITY OF GENEVA REQUEST
FOR OVERNIGHT TRAVEL
Administrative Policy 2012-01**

This form is required for all overnight travel related activities lasting more than one day.

Employee Name: LaToya Marz Date of Request: 24 May 2021

Department: Tri-Com Central Dispatch Division: Administration

Proposed Event: Illinois Public Safety Telecommunications Association State Conference

Name of Organization Sponsoring the Event: Illinois NENA and Illinois APCO

Location of Event: Springfield, IL

Dates Away from Work: October 24-27, 2021

Contact number while away: 224-575-1458

Estimated Expenses (please estimate the costs below):

Registration: \$150

Travel (Airfare, Car Rental, Bus, Gasoline, etc.): \$229.60 (410 miles x \$0.56)

Lodging: \$400

Meals: \$165

Other (Please Specify _____): _____

Total: \$944.60

Purpose/Need to Attend: IPSTA is the statewide Illinois NENA and Illinois APCO Conference, collecting 9-1-1 professionals from across the state in a forum for learning, professional growth and networking. This conference also hosts the annual joint Illinois NENA/APCO membership and IL-TERT meetings, on which I serve as a liaison and Board member, respectively.

Budgeted? Yes No

Will you be using a City-issued Credit card? Yes No

Was a City vehicle available for your use? Yes No

Last four (4) digits of the credit card account number(s): 5554

Names of other employees or guests (please note relationship) attending (if applicable):

Notes:

Employee Signature:  Date: 05.25.21

Supervisor Approval: _____ Date: _____

Department Head Approval: _____ Date: _____

City Administrator Approval: _____ Date: _____

Mayor's Approval: _____ Date: _____

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