



**TRI-COM BOARD OF DIRECTORS SPECIAL MEETING**  
**Special Meeting Agenda**  
**Wednesday, November 4, 2020**

- Location: Virtual Meeting – information at the end of the agenda
- Time: 8:00 AM
- Call Meeting to Order: Roll Call
- Old Business: 1) Authorize Approval of Resolution 2020-005: A resolution authorizing Declaration of Surplus Property
- New Business: 1) Election of Secretary and Treasurer of the Board of Directors for the Purpose of the Installment Purchase Agreement.
- 2) Authorize Approval of Resolution 2020-006:  
A resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, and for the issue of not to exceed \$725,000 Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to The State Bank of Geneva, Geneva, Illinois
- 3) Discussion on FY2022 Budget

Public Comment:

Adjournment:

Next Regular Meeting: Wednesday, January 13, 2020 at 8:00 A.M.

Tri-Com Special Board Meeting  
Hosted by Michael Antenore

<https://michaelkantenore.my.webex.com/michaelkantenore.my/j.php?MTID=m2429031052e98f2557ab7bb861af17aa>

Wednesday, Nov 4, 2020 8:00 am | 1 hour | (UTC-06:00) Central Time (US & Canada)

Meeting number: 126 911 5444

Password: fJMEpM3UY26 (35637638 from phones and video systems)  
e7f16ad48b6342388617a241f0fa8dd3

Join by video system

Dial [1269115444@webex.com](tel:1269115444@webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-312-535-8110 United States Toll (Chicago)

Access code: 126 911 5444



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Authorizing Declaration of Surplus Property		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	October 28, 2020		
<b><i>Please Check Appropriate Box:</i></b>			
<input checked="" type="checkbox"/>	Regular Meeting	<input type="checkbox"/>	Special Meeting
<input type="checkbox"/>	Other -	<input type="checkbox"/>	
Estimated Cost: N/A	Budgeted?	<b>YES</b>	
		<b>X NO</b>	
<i>If NO, please explain how the item will be funded: N/A</i>			
<b>Executive Summary:</b>			
Staff is requesting that the equipment listed on the attached list (Exhibit A) be declared as surplus.			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority vote.</i>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution No. 2020-005</li> <li>• Surplus List</li> </ul>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Approval of Resolution No. 2020-005 declaring miscellaneous equipment as surplus.			

**RESOLUTION NO. 2020-005**

**RESOLUTION DECLARING TRI-COM EQUIPMENT SURPLUS PROPERTY**

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

**WHEREAS**, the Tri-Com Board has determined that it maintains certain items of equipment and furniture that are no longer serviceable or of use to the organization,

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

**SECTION 1:** Be it resolved that the Board of Directors is authorizing the Executive Director to declare one (1) lot of miscellaneous equipment, as detailed in Attachment "A" as surplus property which shall be sold or disposed of.

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

**PASSED** by the Board of Directors of Tri-Com Central Dispatch on this 28th day of October 2020.

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

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Michael K. Antenore  
Chairman of the Board of Directors

Attest:

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Daniel Eul  
Vice-Chairman of the Board of Directors

Tri-Com Surplus List  
Resolution 20-005 Exhibit A

Description	Quantity	Manufacturer	Model	Serial #	Reason	Intent
<b>Black Table Chairs</b>	2	Hon	4008BP69T	3JT3XB	Worn	Sell/Dispose
<b>Red Desk Chairs</b>	2	Hon	3301AB62T	39B3JB	Worn	Sell/Dispose
<b>Red Table Chairs</b>	2	Hon	4008BP69T	M6WJF4	Worn	Sell/Dispose
<b>2 Drawer File Cabinet</b>	1				Worn	Sell/Dispose
<b>Amana Refrigerator</b>	1	Amana	14-Energy Saver	P7705203WL	Worn	Dispose
<b>Black Desk Chair</b>	1	Hon	301AB62T	MBUJM4	Worn	Sell/Dispose
<b>Emerson TV</b>	1	Emerson	VT1922	652-30507665	No longer used	Sell/Dispose
<b>Dehumidifier</b>	1	Frigidaire			Doesn't work	Dispose
<b>Microwave</b>	1	Whirlpool			Improper function	Dispose
<b>Projector</b>	1	Sanyo	PLC-XT11	G5X07650	Picture Failing	Dispose
<b>Humidifier</b>	1	IDYLIS	416709	211301089971	Doesn't work	Dispose
<b>Quantar Radio</b>	1	Motorola	T5367A	677CFF0028	UHF Platform/OOS	Sell to Melrose Park



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	Authorizing the Appointment of Chief Keegan as Board Secretary and Chief Passarelli as Board Treasurer for the Purposes of Executing Loan Documents		
Presenter & Title:	Joe Schelstreet, Executive Director		
Date:	November 4, 2020		
<b><i>Please Check Appropriate Box:</i></b>			
<input type="checkbox"/>	Regular Meeting	x	<input type="checkbox"/> Special Meeting
<input type="checkbox"/>	Other -		
Estimated Cost: N/A		Budgeted? N/A	<b>YES</b>
			<b>NO</b>
<i>If NO, please explain how the item will be funded: N/A</i>			
<b>Executive Summary:</b>			
<p>We have been informed by counsel that, in order to authorize and execute our loan documents, the Board must appoint a Secretary and Treasurer for the purposes of certifying the minutes and offering receipt for the funds. Attorney Radovich has indicated that this is permissible under Paragraph 7 of the Tri-Com Bylaws. Chief Keegan has agreed to be Secretary and Chief Passarelli has agreed to be Treasurer. These positions will expire upon the loan closing.</p>			
<b>Voting Requirements:</b>			
<i>This motion requires a simple majority vote.</i>			
<b>Attachments:</b> <i>(please list)</i>			
<b>Recommendation / Suggested Action:</b> <i>(briefly explain)</i>			
Staff recommends approval of the Appointment of Chief Keegan as Board Secretary and Chief Passarelli as Board Treasurer for the Purposes of Executing Loan Documents			



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item:	An resolution authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, and for the issue of not to exceed \$725,000 Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to The State Bank of Geneva, Geneva, Illinois.		
Presenter & Title:	Rita Kruse, Finance Director		
Date:	November 4, 2020		
<b><i>Please Check Appropriate Box:</i></b>			
	Regular Meeting	x	Special Meeting
	Other -		
Estimated Cost: N/A	Budgeted? X	<b>YES</b>	
		<b>NO</b>	
<i>If NO, please explain how the item will be funded: N/A</i>			
<b>Executive Summary:</b>			
<p>On August 24, 2020, staff emailed banks which have historically done business with local governments requesting bids for the \$725,000 loan for the basement project. There were no responses. Staff followed up with the banks and most of them stated the reason for denial was because Tri-Com or the City of Geneva doesn't currently have a relationship and/or the amount of the loan was too small. Staff contacted the State Bank of Geneva to gauge their interest. After many discussion with the State Bank of Geneva and Tri-Com Staff, both parties have agreed to the following:</p> <ul style="list-style-type: none"> <li>• 4.0% Interest Rate</li> <li>• 5 Year Term</li> <li>• 1% Fee (\$7,250)</li> <li>• Semi- Annual payments on June 1 and December 1</li> <li>• Closing Date: November 18, 2020</li> <li>• Estimated Payment Amount: \$80,711.73 (Each payment, June and December)</li> </ul>			

**Voting Requirements:**

*This motion requires a simple majority vote.*

**Attachments:** *(please list)*

Resolution 2020-XX

**Recommendation / Suggested Action:** *(briefly explain)*

Staff recommends approval of resolution authorizing an installment purchase agreement.



EXTRACT OF MINUTES of a special public meeting of the Board of Directors of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, Kane and DuPage Counties, Illinois, held at Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, 3823 Karl Madsen Drive, St. Charles, Illinois, at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the 4th day of November, 2020.

\* \* \*

The meeting was called to order by Michael Antenore, the Chairman, and upon the roll being called, the following Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Members attended the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

The following Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The following officials of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any Members of the public attending the meeting in person at said location and requesting such access: \_\_\_\_\_

The Chairman announced that the next item for consideration was the issuance of not to exceed \$725,000 Taxable Debt Certificates, to be issued by Tri-Com pursuant to Article VII, Section 10 the Constitution of the State of Illinois, and Section 17(b) of the Local Government Debt Reform Act, and that the Corporate Authorities of Tri-Com would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to renovate and repair the Tri-Com facility, authorizing the issuance of said Certificates, evidencing the rights to payment

under said Agreement and providing for the sale of said Certificates. The Chairman then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of Tri-Com and summarized the pertinent terms of said parameters, including the specific parameters governing the length of maturity, rates of interest and purchase price for said Certificates.

Whereupon Member \_\_\_\_\_ presented and Member \_\_\_\_\_ read by title a resolution as follows, copies of which were provided to each Member prior to said meeting and everyone in attendance at said meeting who requested a copy:

**RESOLUTION NO. 2020-006**

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, and for the issue of not to exceed \$725,000 Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to The State Bank of Geneva, Geneva, Illinois.

\* \* \*

WHEREAS, Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois (“*Tri-Com*”), was established pursuant to an intergovernmental agreement, dated June 7, 1976 (as supplemented and amended to the date hereof, the “*Intergovernmental Agreement*”), among the City of Geneva, the City of Batavia and the City of St. Charles, Illinois (collectively, the “*Original Members*”) as authorized by Article VII, Section 10 the Constitution of the State of Illinois (the “*Constitutional Provision*”), and the Intergovernmental Cooperation Act of the State of Illinois, as amended (the “*IG Act*”) for the purpose of providing communication services for police, fire, ambulance and other emergency communications systems for the mutual benefit of the contract communications service agencies, the same being the Original Members and any additional members (collectively, the “*Members*”); and

WHEREAS, Tri-Com is now operating under the provisions of, and is governed by, the Constitutional Provision, the IG Act, the Intergovernmental Agreement, and the Tri-Com Central Dispatch Bylaws, approved by the Board of Directors of Tri-Com (the “*Corporate Authorities*”) on May 15, 2013 (the “*By-Laws*”); and

WHEREAS, the Corporate Authorities have considered the needs of Tri-Com and, in so doing, the Corporate Authorities have deemed and do now deem it advisable, necessary, and for the best interests of Tri-Com to renovate and repair the Tri-Com facility, including, in connection

with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (the "*Project*"), all as shown on preliminary plans and cost estimates on file with and approved by the Corporate Authorities; and

WHEREAS, the Corporate Authorities have determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work and to the Agreement hereinafter provided for in this Resolution to be in an amount not to exceed \$725,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of Tri-Com are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in an amount not to exceed \$725,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (collectively, the "*Installment Purchase Provisions*"), Tri-Com has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if Tri-Com will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Corporate Authorities find that it is desirable and in the best interests of Tri-Com to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the "*Agreement*"); name as counter-party to the Agreement the Treasurer of the Corporate Authorities (the "*Treasurer*"), as nominee-seller; authorize the

Chairman of the Corporate Authorities (the “*Chairman*”) and Secretary of the Corporate Authorities (the “*Secretary*”) to execute and attest, respectively, the Agreement on behalf of Tri-Com and to file same with said Secretary in his or her capacity as keeper of the records and files of Tri-Com; and issue certificates evidencing the indebtedness incurred under the Agreement in an amount not to exceed \$725,000 (the “*Certificates*”); and

WHEREAS, pursuant to the IG Agreement and the By-Laws to incur debts, liabilities or obligations necessary for the accomplishment of its purpose which are within the amounts in the annual budget, as amended from time to time; and

WHEREAS, the Corporate Authorities have determined and do hereby determine that the borrowing contemplated hereunder is within the amounts in the annual budget, and the Corporate Authorities are therefore authorized to issue the Certificates in an amount not to exceed \$725,000:

NOW, THEREFORE, Be It Ordained by the Board of Directors of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

*Section 2. Authorization.* It is necessary and advisable for the Members, constituents of the Members and resident beneficiaries of Tri-Com to pay the costs of the Project and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

*Section 3. Agreement is a General Obligation; Annual Appropriation; Contract to Issue Certificates.* Tri-Com hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of Tri-Com payable from any

funds of Tri-Com lawfully available for such purpose. Tri-Com represents and warrants that the total amount due under the Agreement, together with all other indebtedness of Tri-Com, is within all statutory and constitutional debt limitations. Tri-Com agrees to budget funds of Tri-Com annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

*Section 4. Execution and Filing of the Agreement.* From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in Tri-Com records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

*Section 5. Form of the Agreement.* The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois.

\* \* \*

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of \_\_\_\_\_, 2020, by and between the Treasurer of the Corporate Authorities (as hereinafter defined) of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois (“*Tri-Com*”), as Nominee-Seller (the “*Seller*”), and Tri-Com:

**WITNESSETH**

A. The Board of Directors of Tri-Com (the “*Corporate Authorities*”) have determined to renovate and repair the Tri-Com facility (the “*Project*”), all as previously approved by the Corporate Authorities and on file with the Secretary of the Corporate Authorities (the “*Secretary*”).

B. Pursuant to the provisions of the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (collectively, the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively, “*Applicable Law*”), Tri-Com has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Corporate Authorities shall determine, if Tri-Com will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”)

authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct, and acquire the Project on the terms as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and Tri-Com as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned, or to be owned by, or upon which a valid lease or easements have been obtained in favor of Tri-Com.

2. CONVEYANCE

Tri-Com conveys to the Seller any portion of the Project heretofore acquired by Tri-Com and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to Tri-Com and to perform all necessary work and convey all necessary equipment; and Tri-Com agrees to purchase the Project from the Seller and pay for the Project the purchase price of not to exceed \$725,000, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer of the Corporate Authorities from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$725,000, plus the amount of investment



earnings which are earned on the amount deposited with the Treasurer of the Corporate Authorities from the sale of the Certificates.

### 3. PAYMENTS

The payment of the entire sum of \$725,000 of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

### 4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

### 5. TAX COVENANTS

The covenants relating to the tax status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

### 6. TITLE

- (a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in Tri-Com.
- (b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement,
  - (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other

casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then Tri-Com shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

#### 7. LAWFUL CORPORATE OBLIGATION

Tri-Com hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of Tri-Com payable from the general funds of Tri-Com and such other sources of payment as are otherwise lawfully available. Tri-Com represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of Tri-Com, is within all statutory and constitutional debt limitations. Tri-Com agrees to budget funds of Tri-Com annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

#### 8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and Tri-Com, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

#### 9. NO SEPARATE TAX

**THE SELLER AND TRI-COM RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF TRI-COM OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.**

10. DEFAULT

In the event of a default in payment hereunder by Tri-Com, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF, the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary, and Tri-Com has caused this Installment Purchase Agreement to be executed by the Chairman of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER:

Signature: \_\_\_\_\_

[Here type name]: \_\_\_\_\_  
as Nominee-Seller and the Treasurer, Board of  
Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

TRI-COM CENTRAL DISPATCH, KANE AND  
DUPAGE COUNTIES, ILLINOIS

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

**CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors (the “*Corporate Authorities*”) of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois (“*Tri-Com*”), and as such officer I do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a properly certified copy of that certain document, executed by the Treasurer of Tri-Com, attested by me in my capacity as Secretary of the Corporate Authorities, and further executed, as Nominee-Seller, by the Treasurer of the Corporate Authorities, also attested by me, dated as of \_\_\_\_\_, 2020, and entitled “INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois”; and supporting the issuance of certain Taxable Debt Certificates, Series 2020, of Tri-Com; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary, Board of Directors

*Section 6. Certificate Details.* For the purpose of providing for the Project, there shall be issued and sold certificates of Tri-Com in a principal amount not to exceed \$725,000, which shall be designated “Taxable Debt Certificates, Series 2020”, with such other series designation as shall be appropriate. The Certificates shall be dated such date (not earlier than November 4, 2020, and not later than May 1, 2021) (the “*Dated Date*”) as set forth in the Certificate Notification (as hereinafter defined), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof unless otherwise described in the Certificate Notification (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on the dates of each of the years (not later than 10 years after the Dated Date), in the amounts and bearing interest at the rates per annum (not exceeding 5.50%) as set forth in the Certificate Notification.

The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the dates of each year as set forth in the Certificate Notification, commencing on the date set forth in the Certificate Notification. Interest on each Certificate shall be paid by check or draft of The State Bank of Geneva, Geneva, Illinois (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the 15th day of month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal office of the Certificate Registrar.

The Certificates shall be signed by the manual or facsimile signature of the Chairman and Secretary, and shall be countersigned by the manual or facsimile signature of the Treasurer, as they shall determine, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of Tri-Com and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under the Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

*Section 7. Registration of Certificates; Persons Treated as Owners.* (a) *General.* Tri-Com shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of Tri-Com. Tri-Com is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by Tri-Com for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in

form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, Tri-Com shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by Tri-Com of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, *provided, however*, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate, or such other record date as set forth in the Certificate Notification, and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but Tri-Com or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

*Section 8. Redemption.* The Certificates shall be subject to redemption prior to maturity at the option of Tri-Com as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by Tri-Com (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. Tri-Com shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.



The Certificate Registrar shall promptly notify Tri-Com in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

*Section 9. Redemption Procedure.* Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of Tri-Com by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of Tri-Com shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of Tri-Com, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and

effect, Tri-Com shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, Tri-Com shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless Tri-Com shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

*Section 10. Form of Certificate.* The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**COUNTIES OF KANE AND DUPAGE**

**TRI-COM CENTRAL DISPATCH**

**TAXABLE DEBT CERTIFICATE, SERIES 2020**

See Reverse Side for  
Additional Provisions

Interest  
Rate: \_\_\_\_\_%  
2020

Maturity  
Date: \_\_\_\_\_, 20\_\_

Dated  
Date: \_\_\_\_\_,

Registered Owner: THE STATE BANK OF GENEVA

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois ("*Tri-Com*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of The State Bank of Geneva, Geneva, Illinois, as certificate registrar and paying

agent (the “*Certificate Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of Tri-Com maintained by the Certificate Registrar at the close of business on the [15th] day of the month [next preceding][of] each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

[2] Reference is hereby made to the further provisions of this Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of Tri-Com, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of Tri-Com payable from any funds of Tri-Com legally available for such purpose, that Tri-Com shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due.

[4] This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

[5] IN WITNESS WHEREOF, said Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, by its Board of Directors, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Directors, and to

be countersigned by the manual or duly authorized facsimile signature of the Treasurer thereof, all as of the Dated Date identified above.

\_\_\_\_\_  
SPECIMEN  
Chairman, Board of Directors

Countersigned:

\_\_\_\_\_  
SPECIMEN  
Secretary, Board of Directors

\_\_\_\_\_  
SPECIMEN  
Treasurer, Board of Directors

Date of Authentication: \_\_\_\_\_, 2020.

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar and Paying Agent:  
The State Bank of Geneva  
Geneva, Illinois

This Certificate is one of the Certificates described in the within mentioned resolution and is one of the Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois.

THE STATE BANK OF GENEVA,  
as Certificate Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

[Form of Certificate - Reverse Side]

**TRI-COM CENTRAL DISPATCH**

**KANE AND DUPAGE COUNTIES, ILLINOIS**

**TAXABLE DEBT CERTIFICATE, SERIES 2020**

[6] This Certificate is one of a series of certificates issued by Tri-Com to renovate and repair the Tri-Com facility, in full compliance with the provisions of the Intergovernmental Agreement among the members of Tri-Com, dated June 7, 1976 (as amended), the Tri-Com

Central Dispatch Bylaws, approved by the Corporate Authorities on May 15, 2013, and Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Directors of Tri-Com by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by Tri-Com in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “*Agreement*”), dated as of \_\_\_\_\_, 2020, entered into by and between Tri-Com and the Treasurer thereof, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] Certificates of the issue of which this Certificate is one are subject to redemption prior to maturity at the option of Tri-Com as a whole or in part in integral multiples of \$5,000 in any order of their maturity as determined by Tri-Com (less than all the Certificates of a single maturity to be selected by lot by the Certificate Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of Tri-Com maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Certificate Registrar in Geneva,

Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Certificates are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Certificate may be exchanged at the principal office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the [15th] day of the month [of][next preceding] any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

[11] Tri-Com and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither Tri-Com nor the Certificate Registrar shall be affected by any notice to the contrary.

**(ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_



attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

*Section 11. Sale of Certificates.* The Chairman and the Executive Director of the District (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 4th day of May, 2021, without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be by the Treasurer delivered to The State Bank of Geneva, Geneva, Illinois (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 98.0% of the principal amount of the Certificates, plus accrued interest, if any, to date of delivery.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided herein (the “*Certificate Notification*”). In the Certificate Notification, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon the sale of the Certificates exceed the maximum rate otherwise authorized by applicable law. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only,

and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Secretary and any other officers of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser (the "*Purchase Contract*").

The use by Tri-Com of any Term Sheet relating to the Certificates, in substantially the form now before the Board (the "*Term Sheet*") is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Corporate Authorities are hereby authorized to take any action as may be required on the part of Tri-Com to consummate the transactions contemplated by the Purchase Contract, the Resolution, the Term Sheet and the Certificates.

*Section 12. Use of Certificate Proceeds.* Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "Debt Certificate Fund of 2020" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Capital Improvement Account of Tri-Com" (the

“*Project Fund*”), hereby created. It is hereby found and determined and hereby declared and set forth that the Corporate Authorities (i) has not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Corporate Authorities for the work on the Project; and the Corporate Authorities represents and covenants that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of Tri-Com for same.

2. Pursuant to the Resolution or subsequent resolution or resolutions to be duly adopted, the Corporate Authorities shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. The Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of Tri-Com for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the

Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of Tri-Com already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of Tri-Com from the proceeds of the Certificates.

*Section 13. List of Certificate holders.* The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificate holder and eliminate the name and address of the transferor Certificate holder.

*Section 14. Duties of Certificate Registrar.* If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between Tri-Com and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificate holders as set forth herein and to furnish such list to Tri-Com upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish Tri-Com at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(f) to furnish Tri-Com at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

*Section 15. Severability.* If any section, paragraph, clause or provision of the Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Resolution.

*Section 16. Repeal.* All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and the Resolution shall be in full force and effect forthwith upon its adoption.

Adopted November 4, 2020.

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Chairman, Board of Directors

Attest:

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Secretary, Board of Directors

**EXHIBIT 1**

**WORK CONTRACTS**

Member \_\_\_\_\_ moved and Member \_\_\_\_\_ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Members voted AYE: \_\_\_\_\_

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The following Member voted NAY: \_\_\_\_\_

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Directors of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

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Secretary, Board of Directors



STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF KANE            )

**CERTIFICATION OF MINUTES AND RESOLUTION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Directors of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois (the “*Corporate Authorities*”), and as such official I am the keeper of the records and files of the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, insofar as same relates to the adoption of Resolution No. \_\_\_\_\_ entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, and for the issue of not to exceed \$725,000 Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to The State Bank of Geneva, Geneva, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Secretary, Board of Directors

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE        )

**FILING CERTIFICATE**

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Secretary of the Board of Directors (the “*Corporate Authorities*”) of the Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois (“*Tri-Com*”), respectively, and as such officers we do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Resolution No. \_\_\_\_\_ adopted by the Corporate Authorities on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois, and for the issue of not to exceed \$725,000 Taxable Debt Certificates, Series 2020, of Tri-Com Central Dispatch, Kane and DuPage Counties, Illinois evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to The State Bank of Geneva, Geneva, Illinois.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of our respective offices.

IN WITNESS WHEREOF, we hereunto affix my official signature, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Secretary, Board of Directors