

*VILLAGE OF*  
**STEGER**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**  
Also being held VIA Teleconference/Zoom  
**Meeting ID: 893 7362 9151 Passcode: 983241**  
**312-626-6799**  
**3320 Lewis Avenue, Steger IL 60475**

**MONDAY, AUGUST 1, 2022 7:00pm**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
- D. MINUTES of July 18, 2022 Regular Board Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
  - 1. Administrator
  - 2. Department Heads
    - a. Public Infrastructure/Code Enforcement Director
    - b. Fire Chief
    - c. Police Chief
    - d. Community Center Director
    - e. EMA Chief
  - 3. Attorney
  - 4. Treasurer
  - 5. Mayor's Report

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

**MONDAY, JULY 18, 2022 BOARD OF TRUSTEE REGULAR MEETING AGENDA**

- 6. Clerk's Report
- 7. Trustee/Liaison Report

G. PAYING OF THE BILLS:

H. CORRESPONDENCE

I. UNFINISHED BUSINESS

J. NEW BUSINESS

Discussion and Approval of Digital Ally Body Camera System contract

K. **EXECUTIVE SESSION:**

For the purposes of discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body pursuant to 5 ILCS 120/2(1)

L. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION: (if necessary)

M. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF STEGER, WILL & COOK  
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 18<sup>th</sup> day of July, 2022 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

Mayor Peterson called for the roll. The following Trustees were present; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson was present.

Also present: Village Administrator Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Police Chief Greg Smith, Assistant Fire Chief Michael Long, EMA Chief Tom Johnston and Community Center Director Diana Rossi.

**AWARDS, HONORS AND SPECIAL RECOGNITION**

Mayor Peterson introduced Michael C. Long as his appointee for Fire Chief.

Trustee Perchinski made a motion to approve the appointment of Michael C. Long as Steger Fire Chief. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried  
Clerk Zagone gave the Oath of Office, installing Michael C. Long as Steger's new Fire Chief.

Steger Police Chief Greg Smith introduced John A. Darge as appointee for Part-time Police Officer.

Trustee Perchinski made a motion to approve the appointment of John A. Darge as Part-time Patrolman. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried  
Clerk Zagone gave the Oath of Office to new Part-time Patrolman John A. Darge.

Alice Peterson Presented the winners of the July 4<sup>th</sup> residential decorating contest:  
3<sup>rd</sup> Place: The Wise Family  
2<sup>nd</sup> Place: The Stanton Family  
1<sup>st</sup> Place: The Huff Family

## **MINUTES**

Trustee Joyce made a motion to approve the minutes of June 20<sup>th</sup> meeting as all members have copies. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

## **AUDIENCE PARTICIPATION**

Jalane Schultz of 48 W. 34<sup>th</sup> St. presented her concerns for loud music on certain evenings when the American Legion has outdoor entertainment. She stated it is impossible to be in her home with the volume of the music. Ms. Schultz has presented these concerns in the past and believes residents should not have to tolerate this.

Diane Van Ort of 48 W. 34<sup>th</sup> St. also addressed the board with her concerns with the loud music coming from the American Legion. Her concerns echo those of Ms. Schultz.

Alison Boyd of 3415 Halsted Blvd. addressed the board concerning the loud music coming from the American Legion along with trash being left and activity in the alley by the Village Water Pump house.

Mayor Peterson is going to meet with representatives with the American Legion to see if some relief can be found for the residents.

Rachel Teneyuca of 3121 Peoria St addressed the board regarding a tree in the parkway. There is concern that branches and/or the tree could fall on her house. The crews that trim the trees have been out of town. Dave Toepper is going to follow up as he thought they had already addressed this.

## **REPORTS**

**Village Administrator Mary Jo Seehausen** The Village has been working with Illumina Lighting in Chicago Heights to replace lighting at our parks through a grant program with ComEd. The deadline for Village Stickers has passed and we have sold 2509 stickers so far. We have resubmitted paperwork to the state to get a list of all registered vehicles in the village to see where we stand. This represents less than half of the vehicles in the village. Because these funds are for street maintenance, other options may be considered by the board on how to recoup these needed funds. Forthcoming information from the state will confirm how much we are not collecting.

**Director of Public Infrastructure Dave Toepper** Spoke to Gallagher Asphalt today there will be no more work done on Steger Road until the strike is over that is keeping need materials from being delivered. This strike is also slowing the work on the Citgo

Station. The strike will potentially hold up the street reconstruction planned in the Village.

**Fire Chief Michael Long** I want to thank Mayor Peterson and everyone else for the opportunity to be Fire Chief. Thanks to my family and friends for being here for me. Most of all I want to thank Mary Jo Seehausen for guidance and wisdom over the past year. There are 3,000 things a week she does here that she never gets credit for. I want you to know that I appreciate everything you do for Steger and for the Fire Department.

**Police Chief Greg Smith** I have sent out the stats for the month. I went over the calls for the month, we are up 17% on our general calls and up 16% for more serious calls. This is up over 2021, but has us about even with 2020.

**EMA Chief Tom Johnston** We assisted Mokena with their 4<sup>th</sup> of July Celebration. We are getting ready for National Night Out on August 2<sup>nd</sup> and the Music Fest in August.

**Community Center Director Diana Rossi** The Community Center has really picked up in the past 4 weeks. We had over 1,000 people through the doors. I think are gradually getting back to normal. We are looking forward to getting all our kid's programs up and running. Everything is going great.

#### **Village Attorney**

**Treasurer** Trustee Lopez went over Financial Reports through March and April. Revenues are right on with the budget. The 2021 Budget numbers should be out before the next meeting. We are continuing our Village Audit as well as our TIF audit. While sales tax numbers were down last year, this year is currently up. Keep in mind that the second installment of Cook County Real Estate Taxes will be delayed up to four months so we will not see those funds until the end of the year. We will not spend dollars we do not have, so we will continue to watch what we spend.

**MAYORS REPORT** No Report.

**VILLAGE CLERK** No Report.

#### **TRUSTEES REPORTS**

**Trustee Trotier** I participated in South Chicago Heights welcoming the passing of the Wall That Heals in route to its display at Marian Catholic High School sponsored by Bloom Township. The set up was on July 5<sup>th</sup>, display opened July 7<sup>th</sup> with various speakers and many participants including Bloom High Schools and Marian Catholic High School. Thank you to all the volunteers that helped make this happen.

**Trustee Lopez** No Report.

**Trustee Thurmond** I met with Desiderio Landscaping to discuss plans to beautify the new Welcome to Steger signs. Help will be arranged as needed to place stone with plants to be added at a later time. The softball charity event in coordination with our Day of Music is moving forward. More information in regards to the event will be announced as the number of participants is determined. Trustee Thumond then questioned ready access to bills to review. He was instructed on where they are kept.

**Trustee Joyce** No Report.

**Trustee Perchinski** I met with representatives looking to invest in the old K-Mart building. They have invited all to the Grand Opening of their new Liquor Store and Sports Bar and Grill in Glenwood which is the same as they are trying to bring to Steger. The Grand Opening is this coming Friday at 3 pm.

**Trustee Kozy** Announced wins for Softball 18U and 10U in Columbus, IN. Also, Softball 10U took 3<sup>rd</sup> Place, 14U took 4<sup>th</sup> Place and 18U took 2<sup>nd</sup> Place in the World Series held in Clearwater, FL. Football camp is underway and there was not report on Volleyball or Basketball. Trustee Kozy also asked if there will be a parade in August in conjunction with Steger Day of Music. There will be no parade this year.

## **BILLS**

Trustee Joyce made a motion to ratify approval to pay bills dated July 8, 2022. Trustee Thurmond seconded the motion. Roll was called.

The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the warrant list for July 13, 2022. Trustee Perchinski seconded the motion. Roll was called.

Discussion:

Trustee Thurmond questioned payment to Suburban Landscaping for maintenance at the Community Center. He stated the landscape conditions are terrible and Mrs. Rossi concurred. Diane Rossi stated that she has been in discussion with them in regards to their work.

The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

## **CORRESPONDENCE**

## **UNFINISHED BUSINESS**

**NEW BUSINESS:**

Trustee Joyce made a motion to adopt RESOLUTION 1167: A RESOLUTION APPROVING MTF ROAD PROJECTS FOR 2022.

Trustee Lopez seconded the motion.

Discussion:

Trustee Perchinski asked if there will be a list for what will be repaired in 2023? Dave Toepper stated that we have that list. Mary Jo Seehausen stated that it all depends on the funds that come in. We have to keep in mind that extra funds were made available to us last year and this year. Next year we will not have extra funds.

Trustee Thurmond asked: If the strike is not settled, does it change the funding? Mary Jo Seehausen stated the funds shown are what we have to spend. It does not account for any increases in the cost to do the work which can reduce the amount of streets we can do.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to adopt RESOLUTION NO. 1168: A RESOLUTION PROVIDING A REVISED INDUCEMENT TO THE VILLAGE OF STEGER AND POST 8283 STEGER HONOR 11 POST (STEGER VFW POST 8283) IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED IN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

Trustee Perchinski seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve ORDINANCE No. 1280: AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF (SPECIAL USE PERMIT) FOR THE PROPERTY LOCATED AT 3732 CHICAGO ROAD, STEGER, ILLINOIS.

Trustee Perchinski seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve ORDINANCE No. 1281: AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF (VARIANCE) FOR THE PROPERTY LOCATED AT 22810 WENTWORTH AVENUE, STEGER, ILLINOIS.

Trustee Lopez seconded the motion.

Discussion:

Trustee Thurmond confirmed what is being voted on in that the variance allows for a larger footprint garage than ordinance allows.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve ORDINANCE No. 1282: AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN AGREEMENT WITH POST 8283 STEGER HONOR 11 POST (STEGER VFW POST 8283) TO REHABILITATE CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Perchinski seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve a request from the Salvation Army to have their Red Kettle Campaign Monday – Saturday, November 1 through December 24 with the exception of dates: November 25, 26 & 27.

Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve a request from Steger Kiwanis Club to have their annual Peanut Day on Friday, September 23<sup>rd</sup>.

Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

At 7:43 pm

Trustee Perchinski made a motion to adjourn to Executive Session for the purposes of discussion of the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body pursuant to 5 ILCS 120/2(1)

Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

At 8:41 pm

Trustee Joyce made a motion to reconvene Open Board Meeting.

Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Kozy, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.



Being no further business:

Trustee Joyce made a motion to adjourn the meeting. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 8:42 pm.

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Kenneth A. Peterson, Jr., Village President

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Joseph M. Zagone, Jr., Village Clerk

SYS DATE:07/27/22

VILLAGE OF STEGER

SYS TIME:16:19

A / P W A R R A N T L I S T

[NW2]

REGISTER # 62

DATE: 07/27/22

Wednesday July 27, 2022

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2022-0358	01-00-32901			MAINT COMP SOFTWA	901.00	
HERITAGE F/S, INC.	35010859	01-00-33300			GASOLINE	64.65	
CINTAS CORPORATION LOCKBOX	5116235162	01-00-33500			OFFICE SUPPLIES	63.43	
READY REFRESH	02G6702706135	01-00-33500			OFFICE SUPPLIES	65.44	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	873675-0	01-00-33500			OFFICE SUPPLIES	94.89	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	873702-0	01-00-33500			OFFICE SUPPLIES	10.89	
VERIZON WIRELESS	9910342545	01-00-33700			TELEPHONE	435.55	
QUADIENT, INC	N9506320	01-00-33901			RENTAL-EQUIPMENT	507.21	
GIANOPOLUS, DENNIS G. P.C.	19958	01-00-34100			LEGAL SERVICES	1586.43	
PROSHRED SECURITY	990123526	01-00-34102			PROFESSIONAL SFRV	49.50	
PROSHRED SECURITY	990123527	01-00-34102			PROFESSIONAL SERV	56.10	
SCOT DECAL COMPANY, INC	26453	01-00-34151			DOG TAG PRINTING	237.00	
ILLINOIS STATE POLICE	ILL144065 0622	01-00-34200			BACKGROUND	28.25	
WORKING WELL	00378447-00	01-00-34201			PHYSICALS	135.00	
LIBERTY FLAG & BANNER	19131	01-00-38500			FLAGS	478.00	
PETERSON, ALICE	REIMBURSE71822	01-00-39701			EVENTS EXPENSES	28.95	
PETERSON, ALICE	REIMBURSE71822	01-00-39701			EVENTS EXPENSES	54.95	
PETERSON, ALICE	REIMBURSE71822	01-00-39701			EVENTS EXPENSES	105.95	
TOTAL FOR FUND 01		DEPT. 00				4903.19	
MUNICIPAL COLLECTION SERVICES	022090	01-06-34901			C-TICKET EXPENSES	776.75	
TOTAL FOR FUND 01		DEPT. 06				776.75	
VERIZON WIRELESS	9910342545	01-07-33700			TELEPHONE	85.29	
MUNICIPAL COLLECTION SERVICES	022089	01-07-34902			ADMIN BLDG CODE	216.12	
ILLINOIS STATE POLICE	ILL144065 0622	01-07-38900			BACKGROUND	28.25	
TOTAL FOR FUND 01		DEPT. 07				329.66	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
=====							
SPORTS DECALS						7	
ARINV-644436		01-18-38900			MUSIC SUPPLIES	378.97	
TOTAL FOR FUND 01		DEPT. 18				378.97	
ANDY FRAIN SERVICES INC							
322750		01-19-30900			SALARY CROSSING G	456.24	
TOTAL FOR FUND 01		DEPT. 19				456.24	
MERTS HVAC							
107912		01-20-31100			MAINT-BUILDING	723.25	
GUARANTEED TECHNICAL SERV & CONSULT INC							
2022-0358		01-20-32901			MAINT-COMPUTER SO	501.00	
HERITAGE F/S, INC.							
35010859		01-20-33300			GASOLINE	546.48	
HERITAGE F/S, INC.							
35010925		01-20-33300			GAS	220.92	
CINTAS CORPORATION LOCKBOX							
5116235162		01-20-33500			OFFICE SUPPLIES	63.43	
RUNCO OFFICE SUPPLIES AND EQUIP CO.							
837092-1		01-20-33500			OFFICE SUPPLIES	25.39	
RUNCO OFFICE SUPPLIES AND EQUIP CO.							
859760-2		01-20-33500			OFFICE SUPPLIES	84.96	
VERIZON WIRELESS							
9910342545		01-20-33700			TELEPHONE	261.75	
AIRGAS USA LLC							
9125876140		01-20-33702			AMBULANCE SUPPLIE	423.53	
AIRGAS USA LLC							
9987930488		01-20-33702			AMBULANCE SUPPLIF	139.48	
AIRGAS USA LLC							
9988609365		01-20-33702			AMBULANCE SUPPLIE	145.50	
AIRGAS USA LLC							
9989321514		01-20-33702			AMBULANCE SUPPLIE	141.88	
CANON FINANCIAL SERVICES, INC							
28936479		01-20-33901			RENTAL EXP	12.50	
METRO PARAMEDIC SERVICES INC.							
22-296798		01-20-34250			AMBULANCE SERVICE	23199.40	
COMMUNICATIONS DIRECT INC							
IN166831		01-20-37902			NEW CPU HARDWARE	148.00	
TOTAL FOR FUND 01		DEPT. 20				26637.47	
GAS N WASH							
3142		01-40-31805			CAR WASH	104.00	
JAMES HERR & SONS							
118247		01-40-31805			MAINT VEHICLE	52.26	
JAMES HERR & SONS							
118392		01-40-31805			MAINT VEHICLES	672.16	
JAMES HERR & SONS							
118897		01-40-31805			MAINT-VEHICLES	233.95	

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JAMES HERR & SONS	118974	01-40-31805		MAINT VEHICLES	52.26
POMP'S TIRE SERVICE INC.	410967623	01-40-31805		MAINT-VEHICLES	138.94
GUARANTEED TECHNICAL SERV & CONSULT INC	2022-0358	01-40-32901		MAINT-SOFTWARE/HIP	501.00
HERITAGE F/S, INC.	35010859	01-40-33300		GASOLINE	951.57
HERITAGE F/S, INC.	35010925	01-40-33300		GAS	1300.56
RUNCO OFFICE SUPPLIES AND EQUIP CO.	857859-0	01-40-33500		OFFICE SUPPLIES	79.76
RUNCO OFFICE SUPPLIES AND EQUIP CO.	865730-0	01-40-33500		OFFICE SUPPLIES	118.85
COMCAST	0294774 JULY 22	01-40-33700		TELEPHONE	181.47
VERIZON WIRELESS	9910342545	01-40-33700		TELEPHONE	835.17
COMCAST	95698 7-6-22	01-40-33701		CABLE/INTERNET	62.60
COMCAST	0294774 JULY 22	01-40-33701		INTERNET	254.95
SCHINDLER ELEVATOR CORPORATION	8106004403	01-40-33703		MAINT CONTRACTS	3134.87
CINTAS CORPORATION LOCKBOX	5116235106	01-40-33900		SUPPLIES	149.55
CANON FINANCIAL SERVICES, INC	28936479	01-40-33901		RENTAL EXP	12.50
RAY O'HERRON CO INC	2207406	01-40-33902		AMMO	308.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2022-0382	01-40-34104		COMPUTER IT	90.00
COUNTY LINE PET HOSPITAL, P.C	171667	01-40-34600		IMPOUNDING FEES	705.00
THE EAGLE UNIFORM COMPANY INC	INV-9188	01-40-37302		NEW UNIFORMS	417.75
GALLS LLC	021436649	01-40-37302		NEW UNIFORMS	300.97
SHI INTERNATIONAL CORP	476644802	01-40-38901		DUES, SUBSCRIPTIO	776.66
TOTAL FOR FUND 01		DEPT. 40			11434.80
VERIZON WIRELESS	9910342545	01-42-33700		TELEPHONE	20.49
TOTAL FOR FUND 01		DEPT. 42			20.49
TOTAL FOR FUND 01					44937.57
A&T I.T.H.	220714	03-30-31100		MAINT BUILDING	250.00

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
CALUMET CITY PLUMBING	53197	03-30-31100			MAINT BUILDING	346.00	
UNIFIRST CORPORATION	062 0461533	03-30-32900			MAINT-MATS	44.28	
UNIFIRST CORPORATION	062 0511508	03-30-32900			MAINT MATS	54.78	
GUARANTEED TECHNICAL SERV & CONSULT INC	2022-0358	03-30-32901			MAINT-COMPUTERS	501.00	
AT&T	4-3690 7-16-22	03-30-33700			TELEPHONE	91.06	
KONICA MINOLTA BUSINESS SOLUTIONS	9008719202	03-30-33703			CONTRACT	44.30	
ADT COMMERCIAL LLC	AUG 2022	03-30-33704			SECURITY SYSTEM	43.02	
TOTAL FOR FUND 03		DEPT. 30				1374.44	
NICOR GAS	03886410004 JUL	03-31-33200			HEATING	219.92	
NICOR GAS	55735510004 JUL	03-31-33200			HEATING	74.70	
TOTAL FOR FUND 03		DEPT. 31				294.62	
TOTAL FOR FUND 03						1669.06	
CORE & MAIN	R195164	06-00-31504			MISC MATERIALS	7042.98	
CORE & MAIN	R198723	06-00-31504			MAINT MAINS	1004.00	
M&J UNDERGROUND, INC	M22-0240	06-00-31504.01			MAINS OUTSIDE CON	3655.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2022-0358	06-00-32900			MAINT-OTHER	501.00	
UNIFIRST CORPORATION	062 0513824	06-00-32900			MAINT-MATS	31.16	
COMED	0079076056JUL22	06-00-33100			ELECTRIC	1211.59	
COMED	0797052003JUL22	06-00-33101			ELECTRIC-WATER PU	23.30	
COMED	2299167036JUL22	06-00-33101			ELECTRIC WATER PU	1471.99	
NICOR GAS	25335510001 JUL	06-00-33200			HEATING	49.23	
HERITAGE F/S, INC.	35010859	06-00-33300			GASOLINE	1091.86	
HERITAGE F/S, INC.	35010925	06-00-33300			GAS	325.23	
CINTAS CORPORATION LOCKBOX	5116235177	06-00-33501			SHOP SUPPLIES	131.96	
HINCKLEY SPRINGS	17155979 071322	06-00-33501			SHOP SUPPLIES	42.42	

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USA BLUE BOOK					
033121		06-00-33501		SHOP SUPPLIES	62.95
VERIZON WIRELESS					
9910342545		06-00-33700		TELEPHONE	337.10
COMCAST					
0172350 JULY 22		06-00-33701		INTERNET	103.96
REPUBLIC SERVICES #721					
0721-007239767		06-00-33710		GARBAGE CONTRACI	67655.45
UNIFIRST CORPORATION					
062 0512790		06-00-33800		UNIFORM SERVICE	75.17
UNIFIRST CORPORATION					
062 0513867		06-00-33800		UNIFORM SERVICE	75.18
UNIFIRST CORPORATION					
062 0514928		06-00-33800		UNIFORM SERVICE	75.17
WATER RESOURCES INC					
35769		06-00-37507		METERS	8179.00
WATER RESOURCES INC					
35772		06-00-37507		METERS	474.55
WATER RESOURCES INC					
35773		06-00-37507		METERS	4069.00
TOTAL FOR FUND 06		DEPT. 00			99689.25
TOTAL FOR FUND 06					99689.25
UNIFIRST CORPORATION					
062 0513824		07-00-32900		MAINT-MATS	31.16
HERITAGE F/S, INC.					
35010859		07-00-33300		GASOLINE	1091.86
HERITAGE F/S, INC.					
35010925		07-00-33300		GAS	325.24
CINTAS CORPORATION LOCKBOX					
5116235177		07-00-33501		SHOP SUPPLIES	131.96
HINCKLEY SPRINGS					
17155979 071322		07-00-33501		SHOP SUPPLIES	42.41
UNIFIRST CORPORATION					
062 0512790		07-00-33800		UNIFORM SERVICE	75.18
UNIFIRST CORPORATION					
062 0513867		07-00-33800		UNIFORM SERVICE	75.17
UNIFIRST CORPORATION					
062 0514928		07-00-33800		UNIFORM SERVICE	75.18
SCOT DECAL COMPANY, INC					
26453		07-00-33909		PRINTING -VEHICLE	2082.40
SCOT DECAL COMPANY, INC					
26453		07-00-33910		PRINTING MOTORCYC	189.00
TOTAL FOR FUND 07		DEPT. 00			4119.56
TOTAL FOR FUND 07					4119.56
COMED					
5043084103 JULY		08-00-33102		ELECTRICITY	488.43

SYS DATE:07/27/22

VILLAGE OF STEGER

SYS TIME:16:19

A / P W A R R A N T L I S T

[NW2]

DATE: 07/27/22

REGISTER # 62  
Wednesday July 27, 2022

PAGE 6

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
				DESCRIPTION		
COMED	99093	7-19-22	08-00-33102	ELECTRICITY-TRAFF	4223.90	
TOTAL FOR FUND 08			DEPT. 00		4712.33	
TOTAL FOR FUND 08				4712.33		
PRO-AM TEAM SPORTS						
3216		13-53-37305		NEW UNIFORMS	6952.00	
TOTAL FOR FUND 13			DEPT. 53		6952.00	
TOTAL FOR FUND 13				6952.00		
VISION SERVICE PLAN (IL)						
AUG 2022		15-00-36901		HEALTH INSURANCE	448.64	
HUMANA DENTAL INSURANCE COMPANY						
181931948		15-00-36903		DENTAL INSURANCE	3010.28	
TOTAL FOR FUND 15			DEPT. 00		3458.92	
TOTAL FOR FUND 15				3458.92		
HERITAGE F/S, INC.						
35010859		16-00-33300		GASOLINE	168.00	
VERIZON WIRELESS						
9910342545		16-00-33300		TELEPHONE	115.71	
COMCAST						
0172350 JULY 22		16-00-33700		TELEPHONE	82.46	
JOHNSON CONTROLS SECURITY SOLUTIONS						
37620318		16-00-33704		SECURITY SYSTEM	270.77	
SMART						
JULY22-JUNE23		16-00-38901		OPERATIONAL EXP	100.00	
TOTAL FOR FUND 16			DEPT. 00		736.94	
TOTAL FOR FUND 16				736.94		
** TOTAL CHECKS TO BE ISSUED				166275.63		
01		CORPORATE		44937.57		
03		PLAYGROUND/RECREATION		1669.06		
06		WATER/SEWER FUND		99689.25		

SYS DATE:07/27/22

VILLAGE OF STEGER

SYS TIME:16:19

A / P W A R R A N T L I S T

[NW2]

DATE: 07/27/22

REGISTER # 62  
Wednesday July 27, 2022

PAGE 7

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
				DESCRIPTION	DIST
07		ROAD & BRIDGE		4119.56	
08		MOTOR FUEL TAX		4712.33	
13		BOOSTER CLUB		6952.00	
15		LIABILITY INSURANCE FUND		3458.92	
16		H.S.E.M.		736.94	
TOTAL FOR REGULAR CHECKS:				166,275.63	



SYS DATE:07/27/22

VILLAGE OF STEGER

SYS TIME:16:19

A / P W A R R A N T L I S T

[NW2]

DATE: 07/27/22

Wednesday July 27, 2022

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE DESCRIPTION	CHECK NO	AMOUNT DIST
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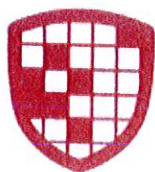
DAVE MENDEZ		891	07/21/22	14844	
SUMMER SHOOTOUT		03-51-38903	ENTRY FEES BASKET		454.00

TOTAL FOR FUND 03		DEPT. 51			454.00
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TOTAL FOR FUND 03				454.00	
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** TOTAL MANUAL CHECKS LISTED				454.00	
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** TOTAL OF ALL LISTED CHECKS				166729.63	
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# Digital Ally<sup>®</sup>

[CAPTURE TRUTH]

## Video Solution Subscription Program

Account:	Bill To:	Ship To:
DAI003499 Steger Police Department Pete Fajman 35 W. 34 <sup>th</sup> Street Steger, IL 60475	Steger Police Department Pete Fajman 35 W. 34 <sup>th</sup> Street Steger, IL 60475	Steger Police Department Pete Fajman 35 W. 34 <sup>th</sup> Street Steger, IL 60475

### Deployment & Activation:

- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

### 60 Month Subscription Plan Includes:

- (14) Complete FirstVu Pro Body Camera Kits
- (1) 8-Bay Docking Station (1TB, 4GB)
- Unlimited Users
- (1) Free Battery Replacement @18/mos.
- (1) Free Body Camera Refresh @ 30/mos.
- 5-Year Advanced Exchange Warranty on Hardware
- All Cloud Licenses on a 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Full Access to Share Portal
- Full Access to Prosecution Portal
- Case Management & GPS Mapping
- Remote Activation & Remote Diagnostics
- Unlimited Body Camera Messaging Alert Notifications
- Product Support for Life of Product

### Annual Subscription Breakdown:

(1st Year Includes Hardware, Licenses, Freight, and Accessories)

1st Year=\$ 10,006.00

2nd Year=\$ 8,916.00

3rd Year=\$ 8,916.00

4th Year=\$ 8,916.00

5th Year=\$ 8,916.00

5-Year Total = \$ 45,670.00

### Optional Pro-Data Plan Includes:

- Additional \$7.00 Per Body Camera/Per Month
- Body Camera Live Streaming Services
- 2GB Data Plan Per Month/Per Body Camera

### Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit Purchased Separately.
- Turnkey Services Sold Separately @ \$2,000.00
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote
- Upon expiration or termination of the Subscription only, Digital Ally will provide "Download Assistance" to Customer of its audio & video ("raw") files onto a customer provided storage device, in MP4 format, at a cost of \$69.00 per 100 GB of video.

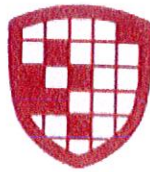
Length of Agreement -- 60 Months (5 year)

Billing Frequency -- ☒ annually

Pmt due -- Anniversary Date Every Year After Initial

Initial Payment Amount: \$8,232.00 + \$684.00 Dock + \$840.00 + \$250.00 Freight = \$10,006.00 due Net 30





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## VIDEO SOLUTIONS SUBSCRIPTION PROGRAM STANDARD TERMS AND CONDITIONS

The Video Solutions Subscription Program Quotation ("**Quotation**") attached hereto will be subject to and governed by the following Standard Terms and Conditions ("**Agreement**") if and when such Quotation is accepted and agreed to by Customer ("**Customer**" or "**you**") and Digital Ally, Inc. ("**Digital Ally**" or "**we**").

1. The Video Solutions Subscription Program ("**Program**") is designed to be an event recording program offered by Digital Ally that uses an Internet-based software application, including cloud storage capabilities, powered and/or owned by Digital Ally and/or its designated cloud service provider(s). Digital Ally's event recording hardware ("**Equipment**"), leased as part of the Program pursuant to this Agreement is intended to collect and record events chosen by each customer. Under the Program design, the data, when recorded by firmware in the Equipment, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon options selected by the customer ("**Subscription Plan**"), utilizing the internet to access each customer's account on the Digital Ally website ("**Website Account**"). Your Quotation will show the Subscription Plan you have selected, which includes the amount of cloud-based storage in your Subscription Plan. With the Program, you will be charged a "**Monthly Subscription Fee**" for the goods and services included in the Subscription Plan you have selected, which will be available for customers to deploy in accordance with the terms of this Agreement.
2. Digital Ally leases the Equipment to Customer, and Customer leases the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Customer will use the Equipment solely as permitted herein, in a careful and proper manner, in full compliance with all applicable laws and regulations.
3. Digital Ally hereby provides a limited license to Customer to utilize the Website Account, Digital Ally software and services, and Subscription Plan as described herein, subject to our Website Services and Cloud Storage License Agreement ("**License**") which is published by Digital Ally on the Digital Ally Website and which License is hereby incorporated into this Agreement. Licensee shall use the Software and Services (as defined in the License) in a careful and proper manner, in full compliance with all applicable laws and regulations. Unless a specific provision of the License contains a different or superseding term regarding the Software and Services (in which case that provision shall apply to the Software and Services only), the general provisions of this Agreement apply equally to the License.
4. Customer will pay Digital Ally the Total Payment Amount at the time and manner set forth in the Quotation as rent for the Equipment (including the Monthly Subscription Fee) without deduction or set-off. The Total Payment Amount must be paid to Digital Ally at the address noted below, unless a different method of payment is set forth in the Payment Terms set forth in Exhibit A. In the event Customer fails to make any part of the Total Payment Amount when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less, in addition to Digital Ally's other rights under this Agreement. Customer must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of all past due payments comprising the Total Payment Amount.
5. Customer acknowledges that the Equipment is, and at all times will remain during the Term designated in the Quotation ("**Term**"), the sole and exclusive property of Digital Ally. Customer agrees, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Term, including the filing of financing statements as necessary to perfect its interest. After payment of the Total Payment Amount at the expiration of the Term ("**Expiration**"), Customer will own the Equipment, however, if this Agreement is terminated for any reason prior to Expiration, all Equipment will be returned to Digital Ally at the Customer's cost. Furthermore, upon Expiration or termination of the Term, Customer will discontinue its utilization of and relinquish its use of the License, and all of its rights and access to the Digital Ally Website and Program Software and services.
6. "**Customer Information**" is the content which Customer transmits to its Program Account, including the audio and video transmissions and meta data recorded by Customer on Digital Ally's event recording hardware. Customer Information is Customer's exclusive property, including any related intellectual property rights. Customer is solely responsible for (i) the development, maintenance, use, and retention of its Customer Information; (ii) preserving and backing up Customer Information during and beyond the Term; (iii) complying with the terms of this Agreement and all applicable laws, including copyright laws and import and export control laws and regulations, (iv) any claims relating to its Customer Information and its use, including claims by third parties; and (v) for insuring that Customer





**Digital Ally**  
[CAPTURE TRUTH]

or its licensors own all right, title, and interest in and to the Customer Information. Customer agrees to be solely responsible for, and to adhere to, reasonable retention practices suitable to its business and/or government needs and requirements, and will adhere to state statute of limitations before deleting Customer Information. Metadata is proprietary to Digital Ally, and Customer understands that any metadata contained in the Customer Information will not be accessible to Customer without EVO Web (Digital Ally's Internet based back-office storage solution), whether during or after the Term. If Customer wishes to continue to access the metadata in its Customer Information for archival purposes, as there is no viewer software recorder available Customer may continue to subscribe to EVO Web as its video retention solution, subject to the terms and conditions of this Agreement.

7. Your Quotation includes the price that Digital Ally will charge, upon expiration or termination of the Subscription only, if Customer requests that Digital Ally provide assistance to Customer in downloading its audio and video files onto a Customer Device in MP4 format ("Download Assistance"). The files that may be downloaded (to the extent accessible) with this Download Assistance will be the files as originally configured, without access to the metadata which Customer will not be able to access without EVO Web. Customer created segmented and redacted video may be available using this process but Customer notes and information from customer's "cases" section will not be available. Download Assistance shall be provided to Customer in Digital Ally's reasonable discretion, in accordance with Digital Ally's then current Statement of Work terms, and will not be provided if Digital Ally terminates this Agreement because of a breach of the Agreement by Customer. Any Download Assistance that Digital Ally agrees to provide to Customer shall be provided on an "As Is" and "As Available" basis. **DIGITAL ALLY MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND ARISING FROM OR RELATING TO ANY DOWNLOAD ASSISTANCE, OR RESULTS INVOLVED THEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND DIGITAL ALLY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.** Once Customer Information (including video) is transferred to Customer, Customer is solely responsible for the integrity and long-term storage of the Customer Information, as well as all matters relating to chain of custody of such transferred Customer Information. The Customer Information Download, if supplied hereunder, will be an MP4 file, of a type that can be played on a media player/VLC, unless other playback options are separately negotiated by Customer and Digital Ally at the time of service, at additional cost to be determined at the time. Once Customer Information is transferred to Customer via a Download pursuant to this Paragraph, Digital Ally will keep a backup of the Customer Information for seven (7) days or until Digital Ally verifies that Customer has received the Customer Information backup, whichever time period is shorter, after which such Customer Information will be permanently removed from EVO Web storage solution.
8. If Customer fails to pay any amounts due under this Agreement when due, and fails to cure such payment breach within 10 days after Digital Ally's written notice to Customer concerning such breach, or if Customer is otherwise in breach of this Agreement, including without limitation pursuant to Section 13, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Payment Amount due during the Term to be immediately due and payable upon written notice to Customer, (b) sue for and recover the Total Payment Amount due during the Term and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) take possession of the Equipment, without demand or notice to Customer, wherever it is located, without any court order or other process of law (Customer waives all damages occasioned by such repossession), (d) terminate this Agreement, (e) disallow access to and utilization of the Digital Ally Website and/or Subscription services, and (f) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Customer will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative, and may be exercised concurrently or separately.
9. Customer must keep the Equipment free and clear of all liens and encumbrances. Customer must report and pay when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Equipment during the Term, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Equipment or the use, operation or leasing of the Equipment during the Term and whether or not assessed against or in the name of Customer or Digital Ally.



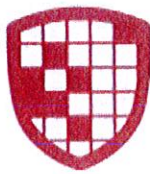


10. During the Term, Customer will not be liable for any cost of repairs or replacement of the Equipment pursuant to the Warranty, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, or destruction while in the possession of the Customer.
11. Customer assumes, and will bear all risk of loss or damage to the Equipment from the date of delivery. Customer will carry insurance against loss or damage by fire, theft, explosion, and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Equipment.
12. Termination or expiration of this Agreement will not relieve either party of obligations that by their nature or terms survive such termination or Expiration, including but not limited to, obligation to make all payments that have or will become due under this Agreement, and the obligations in Sections 8, 11, 12, 13, 14, 15, 16 and 17 of the Agreement.
13. If Digital Ally learns: (i) that the Software, Services, or Equipment are being used by anyone without authorization; (ii) that the Software, Services, or Equipment are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information or engages in an act prohibited under this the Agreement or the License, or (iv) if use of the Software, Services, or Equipment violates applicable law, Digital Ally may immediately and without notice of any kind, at its option, temporarily suspend Customer's access to the Software, Services, and Equipment, or may terminate the Agreement and License, and in either case, may exercise all of its legal and equitable rights and remedies for such breaches, including without limitation Digital Ally's rights and remedies set forth in Section 8. Subject to the foregoing and to Section 8, this Agreement may be terminated: (i) by either party on thirty (30) days written notice ("Notice Period") to the other party following a material breach of the Agreement or License if the other party fails to cure such breach during the Notice Period. Digital Ally, by written notice, may terminate the Agreement and License any time, in whole or in part, without cause and/or for its convenience, and such termination shall not constitute a default. In such event, Digital Ally shall be entitled to payment for the Subscription Plan in effect up to the time of said termination, and Digital Ally shall return to Customer any advance payments made for such Subscription Plan. Upon termination of the Agreement and License for any reason by either party, Digital Ally is not obligated to maintain Customer's information contained in its Website Account, unless required by a court, or other government entity, with jurisdiction over this Agreement, and Customer shall immediately cease use of the Equipment, the Services, and the Software, and at Digital Ally's expense, return to Digital Ally all Confidential Information (as defined in the License), including all copies thereof, then in its possession or custody or control, and certify in writing as to such action.
14. Customer will defend Digital Ally, its directors, officers, shareholders, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any third party claims for damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Equipment, Software, and Services leased and/or licensed under this Agreement and the License, including any claim that Customer or its agents, employees, or authorized users used the Equipment, Software, or Services for unauthorized or illegal monitoring, or negligently; (ii) any breach by Customer of this Agreement or the License, including engaging in any prohibited conduct hereunder or thereunder; or (iii) Customer's breach or violation of applicable law.
15. **UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, MEMBERS, SUBCONTRACTORS OR LICENSORS (COLLECTIVELY, THE DIGITAL ALLY PARTIES"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO DIGITAL ALLY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.**





16. **Limited Warranty; Warranty Disclaimer.** Digital Ally's Equipment and Software will be repaired, replaced, or upgraded, in the discretion of Digital Ally, at Digital Ally's premises during the Term in accordance with the Limited Warranty pertaining to the Equipment, attached hereto, and in accordance with the License pertaining to the Software and Website services provided by Digital Ally as part of the Subscription ("**Warranty**"). Customer shall be responsible for the installation of any such repaired, replaced or upgraded Equipment or Software, at Customer's expense. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE, SERVICES, OR ANY GOODS, SERVICES, OR DELIVERABLES PROVIDED HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULTS.**
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
18. This Agreement and the agreements and policies referenced herein, including the License, Digital Ally website terms of use, Privacy Policy, and the Warranty (collectively, the "**Program Documents**"), constitute the entire agreement and understanding of the parties with respect to the transactions contemplated under this Program, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except in a writing executed by Digital Ally and Customer. If any provision of the Agreement or License is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement or License shall remain in full force and effect if the essential provisions of such Program Document remains valid, legal and enforceable. The waiver of any breach, right, or election of any remedy in one instance, by either party, shall not affect, nor constitute a waiver of, any breach, rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement or the License, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
19. Customer may not assign this Agreement or transfer or sublease any of the Equipment/Licenses during the Term without Digital Ally's prior written consent. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Customer and Digital Ally. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to the Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any of the Equipment/licenses, except such rights as will inure to a successor or permitted assignee under this Section.
20. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. Words of the singular number will be deemed to include the plural number and vice versa, where applicable. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereto," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. As used in this Agreement, the words "shall" or "will" are intended to be mandatory in nature and the word "may" is intended to be permissive in nature. The references to Paragraphs, Exhibits, Sections, Subsections or Articles are references to the Paragraphs, Exhibits, Sections, Subsections or Articles of this Agreement unless the context otherwise requires. The recitals and exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference. This Agreement shall be deemed drafted equally by all parties, and no construction, presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.



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21. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, their successors and permitted assigns, notwithstanding that all the parties have not signed the same counterpart. A signature provided by electronic or facsimile transmission shall constitute a valid signature for the purpose of this Agreement.

The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

**CUSTOMER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DIGITAL ALLY, INC:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_