

**VILLAGE OF STEGER  
BOARD OF TRUSTEES  
REGULAR MEETING AGENDA  
Temporary Village Hall  
3320 Lewis Avenue, Steger IL 60475**

MONDAY, MARCH 2, 2026

Will immediately follow the COMMITTEE OF THE WHOLE at 7:00PM

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**A. CALL TO ORDER - THE REGULAR MEETING**

**B. ROLL CALL**

**C. RECOGNITIONS**

**D. APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

1. Minutes of Regular Meeting – February 17, 2026

**E. PUBLIC COMMENT – Audience Participation**

**F. REPORTS**

**1. OFFICERS**

- i. Mayor – Honorable William J. Joyce
- ii. Clerk – Joseph M. Zagone, Jr.
- iii. Village Administrator – Joseph Wiszowaty
- iv. Village Attorney – Vlado Vranjes, Senior Counsel DelGaldo Law Group
- v. Engineer – Melanie Arnold – Robinson Engineering

**2. STAFF REPORTS**

- i. Police – Gregory Smith
- ii. Fire – Michael Long
- iii. Public Works – Roy Stone
- iv. Community Center – Fay Kiaurakis
- v. EMA – Jason Stevenson
- vi. Building & Code Enforcement – Paul Myers

**3. TRUSTEE/LIASON REPORTS**

**G. FINANCIAL MATTERS OF THE CORPORATION**

1. Payment of Bills: Accounts Payable Warrant List dated March 2, 2026, and February 27, 2026, representing payment for payroll, purchases, supplies, equipment and services rendered to the Village of Steger in the combined total of \$429,126.77

**H. CORRESPONDENCE**

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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 Deputy Clerk at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

**02.27.2026 ORIGINAL - AGENDA**

## I. UNFINISHED BUSINESS

## J. NEW BUSINESS

### 1. ORDINANCES & RESOLUTIONS

- i. **ORDINANCE #1342-2026** The Annual Appropriation Ordinance of the Village of Steger for the fiscal year beginning January 1, 2026, and ending December 31, 2026.  
**Synopsis:** This year's budget authorizes \$23,542,309 in expenditures. Total revenues account for \$21,563,912 with an additional \$1,978,397 coming from other finance sources for a balanced budget.
- ii. **RESOLUTION #1208-2026** A Resolution Authorizing Submission of an Application for CDBG to Cook County  
**Synopsis:** This is to authorize the submission of a grant application to Cook County in the amount of \$500,000 for infrastructure, fire hydrant and valve replacements for program year 2026
- iii. **RESOLUTION #1209-2026** a Resolution Approving a Deed in Lieu of Foreclosure Agreement for the Acquisition of 44 East 30<sup>th</sup> Place, Village of Steger  
**Synopsis:** This authorizes the Village of Steger to take the property at 44 East 30<sup>th</sup> Place in lieu of a foreclosure action and eliminates property taxes which may have been owing.

### BOARD ACTIONS

- i. Consider Motion to approve an Engagement Letter between Bernardi Securities and the Village of Steger for Underwriting Bonds for 2026
- ii. Consider a Master Equity Lease Agreement between Enterprise Fleet Management and the Village of Steger
- iii. Consider Approval Agreement to Sell Customer Vehicles between Enterprise Fleet Management, Inc. and the Village of Steger
- iv. Consider Approval of Village Owned Vehicle Services Agreement between Enterprise Fleet Management, Inc. and the Village of Steger.
- v. Consider Approval of Consignment Auction Agreement between Enterprise Fleet Management and the Village of Steger.
- vi. Consider Approval of Full Maintenance Agreement between Enterprise Fleet Management and the Village of Steger for specific vehicles
- vii. Motion to Approve acquisition of a 2026 Dodge Durango through Enterprise Fleet Management for the Village of Steger
- viii. Motion to Approve acquisition of a 2026 Dodge Pickup through Enterprise Fleet Management for the Village of Steger

- ix. Motion to Approve the acquisition of (4) 2026 Ford Explorer Police Interceptors through Enterprise Fleet Management for the Village of Steger
- x. Motion to Approve the acquisition of (2) pre-owned (2019) and (2017) Chevrolet Cargo Vans G2500 through Town and Country Motors for the sum of \$17,500 for public works
- xi. Motion to Authorize the Village Administrator and/or Mayor to participate in the Joint Participation Agreement with the State of Illinois for purchase of road salt for 2026-2027
- xii. Consider Approval of a Business Licenses for Steger Coins & Collectibles, Inc. for 3412 S. Chicago Road – pending inspections
- xiii. Consider proposal from Desiderio Landscaping for Landscape Maintenance on a bi-weekly basis for vacant properties at \$45 per standard size lots pending legal review.
- xiv. Consider proposal from Desiderio Landscaping for Tree Trimming and Tree Removal pursuant to their proposal pending legal review
- xv. Consider proposal from Desiderio Landscaping for weed control & fertilization for Spring, Fall and Winter for Fireman's Park, Veterans Park, Police Station, Fire Station, Louis Sherman Community Center and Boulevard between Steger Road and 35<sup>th</sup> Street for \$3,850.00, fertilization for \$445.00 per application pending legal review.
- xvi. Consider Motion to Approve proposal for Zero-Turn Scag Turf Tiger II Mower from Keith's Power Equipment, Inc. of Steger in the amount of \$15,839.00

#### **K. ADJOURNMENT**

**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 7:55 P.M. on this 17<sup>th</sup> day of February 2026 in the Municipal Building of the Village of Steger, Illinois. Clerk Zagone led all in attendance in the Pledge of Allegiance to the flag.

The roll was called. The following Trustees were present; Hanus, Stewart, Thurmond, Trotier and Perchinski. Mayor Joyce and Trustee Kaminski were absent.

Clerk Zagone entertained a motion to appoint Chairman Pro Tem for the evening:

Trustee Stewart made a motion to appoint Trustee Thurmond as Chairman Pro Tem. Trustee Hanus seconded the motion.

Roll was called. The following Trustees voted aye; Hanus, Stewart, Thurmond, Trotier and Perchinski. Motion carried.

Also present: Village Administrator Joseph Wiszowaty, Police Chief Greg Smith, Assistant Superintendent of Public Works Roy Stone, Fire Chief Mike Long, Community Center Director Fay Kiaurakis, Code Enforcement Officer Paul Myers, Village Engineer Melanie Arnold and Village Attorney Vlado Vranjes. EMA Chief Jason Stevenson was absent.

**RECOGNITIONS**

Chairman Pro Tem Thurmond: The only thing that I would like to add to the recognitions, is I know that we boast about our First Responders, our Public Works, Fire Department, Police Department, ESDA, Code Enforcement. Some of the ones that are in the shadows that no one really recognizes all that much is our Police and Fire Commission. I witnessed first-hand the hard work that they are involved in. They work hours and they due diligent work to find us the right candidates for our Police Department. I really want to thank Ms. Brittany Stone, Chairman Pat Rossi and Ms. Dawn Porter. All three are very exceptional people and they put a lot of time and effort into making those candidates vetted for our Police Department.

**MINUTES**

Trustee Trotier made a motion to approve the minutes of the February 2<sup>nd</sup> meeting as all members have copies. Trustee Perchinski seconded the motion.

Voice vote; All ayes. Motion carried.

Trustee Perchinski made a motion to approve the minutes of the January 5<sup>th</sup> Executive Session and for the minutes to remain closed. Trustee Trotier seconded the motion.

Voice vote; All ayes. Motion carried.

**AUDIENCE PARTICIPATION**

None

**REPORTS**

**MAYORS REPORT**

In his absence, Mayor Joyce would like me to remind everyone that the first and third Monday the Village Hall Office is open extended hours to 7 pm before each board meeting.

**VILLAGE CLERK** No report.

**Village Administrator** No report.

**Village Attorney** No Report

**Village Engineer** I just want to bring to your attention the consideration for services on the agenda tonight. The documents have to do with the Lead Line Replacement Program year 3. I want to go over some of the highlights: We are in the middle of year 2 of what we expect to be a 4-year project. We are getting ready to bid for year 3. For Year 3, IEPA has allocated \$6 million to the Village. \$2.46 million of this was 100% principal forgiveness. The remaining \$3.54 million would be a 40 year no interest loan. The Village decided for this year to only accept (as you did last year) the \$2.46 million in forgivable loans. We estimate that the \$2.46 million would allow you, we're assuming 175 lead service lines. For year 4, IEPA is saying that is going to be the final year of the program. That could change, but we would anticipate that the Village would take maximum forgiveness again then any remaining Lead Service Lines, which we approximate would be 100 and 150 services, if it is the last year of the program, the Village may opt to take the 40 year loan to complete the project. We anticipate that there were about 1,000 lines to replace. We did 276 in year one, in year two anticipate doing 240. We are anticipating we will do 175 in year three. If we do another 175 in year four then we will have 150 to do after that. Trustee Perchinski expressed thanks to Robinson Engineering for their efforts on behalf of the Village to get this done. Trustee Thurmond: And, just so the audience knows, there is layers and layers of processes involved in getting this lead line project completed. Robinson Engineering has been start to finish, above and beyond excellent on getting this thing done for us. We do applaud.

**Police Chief Greg Smith**

Meetings, Conference and Training:

- New Illinois Laws
- o Traffic Law & Changes to the IVC.
- o Firearm Possession & Use.
- o Sex & Human Traffic Crimes.

- o Statutory Additions & Revisions
- o Law Enforcement Operations & Procedure.
  - Command Staff attended the yearly South Suburban Major Crimes Task Force meeting.
- o Review of Cases for 2025
- o Dues will remain at \$2,000.00
- o Review of Equipment & New Technology
  - Chief Smith attended the 80th District Safety Meeting
  - The Will County Department of Health presented a class on "Suicide Prevention for First Responders.
- o Provided resources for Crisis Response Team (CRT) & Peer Support
- o Discussed information on FOP IL. State Lodge Chaplaincy Program.
- o Highlighted Veteran Resources.
  - Command Staff held a meeting with representatives of the National Child Safety Council.
- o Discussed new material for Child Safety Programs.
  - Chief Smith & Detective Darge attended the monthly Bloom Trail High School First Responder meeting.
  - Sergeant Hillman began Taser training for the Department. Training will continue throughout the month.
  - Command Staff and Detective Hoppe attended the annual Suburban Major Accident Reconstruction Team (S.M.A.R.T.) meeting.
- o Total Activations 2025 = 61
- o Steger Activations = 1
- o Annual Membership remains at \$1,000.00
- o Currently the Steger Police have a vacant opening
  - Command Staff attended the monthly Will County Chiefs of Police meeting
- o Training / Guest Speaker- Urban SDK- Traffic Data Solutions Provider – Data to Support Speed Enforcement, Roadway Safety, and Community Response.
  - Webinar- Coraum K-12 All in one security platform. Uses existing platform & Equipment.
- Special Events:
  - Partnered with CCSP and Southland Voice for Project Light Saver
  - o Provided free light repair including headlights, taillights and license plate lights.
  - o Prescription Drug take back – Approximate 6 pounds collected.
  - o Documents collected for offsite shredding – Approximately 20 pounds collected.
  - o Electronic Recycling – Approximately 75 pounds collected.
  - o Emissions Testing – Approximately 11 Vehicles Tested.
  - o I-Pass on Demand Booth
  - o Secretary of State Vehicle Registration Booth.
  - o I would like to partner with the CCSP for another event when the weather is warmer.
- Other:
  - Steger Police received \$17,966.80 in grant funds from Illinois Law Enforcement Alarm System (ILEAS) for the purchase of six Taser Seven Bundles.

Minutes February 17, 2025, page 4

**Fire Chief Mike Long** During the month of January, our department responded to a total of 181 calls. This included 34 fire calls and 147 EMS calls. Additionally, we provided 41 mutual aid responses to neighboring communities.

Notably, Assistant Chief Ragusin and Captain Stevenson attended an educational class focused on electric vehicles and solar panels. Their participation in this training ensures our personnel are prepared to respond safely and effectively to incidents involving these technologies.

### **Assistant Superintendent of Public Works Roy Stone**

Good Evening! It's nice to see a break in the weather.

Now that the snow is gone, Public Works will be picking up garbage that was hidden by the snow piles. We will also be patching pot holes.

Since the last board meeting, there have been four water main breaks and one water service line repair.

Lead Line Update:

From 2/2/26 – 2/16/26

Five Star has done 40 home inspections, Replaced 44 services, and hydrovac'd 97 holes for inspections.

**Community Center Fay Kiaurakis** Fay distributed the calendar of events happening at the Community Center for the month of February. The calendar is available to view at the community center along with any other programs that may be added. We have story time, kid's club, parents are welcome to socialize in another room. Chis will be working with kid's club and it will be athletically driven. They will enjoy fun gym time. We are also offering homework help. There is a new sculpting class, a sewing class and a Cricut Class. The painting class for seniors has taken off. We have many programs coming up through June: Red Cross is coming on the 12<sup>th</sup>, The Will County Assessor will come and discuss taxes with our Will County residents on June 9<sup>th</sup>, the DMV is going to pup up from 9 to 3 on June 8<sup>th</sup>, we will have the missions there from the 15<sup>th</sup> til the 18<sup>th</sup>. We are going to try to set up a Rib Fest. There will be a Four Winds Casino Bus, contact the Community Center for details. We are planning a campout with parents and kids.

**EMA Chief Jason Stevenson** Jack Willett reported we only had two calls in the month of February, we hired two more people and we are talking to a third person. Our Command Unit is almost ready to be put in service. Hope to present it to you in March. Trustee Thurmond recommended having it out front at the first available Board Meeting after it is put in service to show everyone.

**Code Enforcement** Good evening Board of Trustees. From January 1<sup>st</sup> until now we have done 31 permits, I have written 46 tickets, I have done 30 48-Hour Warning Tickets for garbage cans, etc. Four dogs have been taken to County Line. I assisted Public Works, Fire Department and Police Department on their walk-outs. Thank you very much.

### **TRUSTEES REPORTS**

Trustee Thurmond: I wanted to mention, the 250 Committee has been meeting every other Wednesday. The committee is staying in a large group. No one has baled on them. It has been pretty productive. Everytime they come to the meetings, they are adding more programs to the event. The committee had a very successful fundraiser over the weekend. It is adding to paying for the event for the 250 Signing of the Declaration of Independence for us. I hope to have a representative from the committee at the next board meeting to give a report.

### **BILLS**

Trustee Trotier made a motion to pay the bills as listed when funds become available. Trustee Hanus seconded the motion.

Roll was called. The following Trustees voted aye; Hanus, Stewart, Thurmond, Trotier and Perchinski. Motion carried.

**CORRESPONDENCE** None

**UNFINISHED BUSINESS** None

### **NEW BUSINESS**

Trustee Stewart made a motion to table Resolution No. 1207-2026 to allow legal to more carefully review. Trustee Trotier seconded the motion.

Trustee Perchinski: I would like some discussion on this. Vlado in the minutes from our last meeting it said you were going to look this over. Village Attorney: I looked it over briefly, I just need additional time to make revisions. Trustee Perchinski: So the audience understands, the way this currently stands is, there is no insurance requirement for contractors that we hire. That could put us at risk if they are injured on the job and they don't have the proper coverage. If they fix something for us improperly and it causes an accident that could go against our general liability. The other thing is it give unilateral power to our mayor to spend up to \$35,000 without Village Board approval. I don't think anyone in this room would spend \$10,000 without making a plan for it. VA Wiszowaty: We have had some discussions about the insurance matter, the requirements for contracted serves out, we do feel that there should be some type of requirement and protections for contracted services with the village. Right now there is none. We believe

it would be best if we segregated that out in it's own policy as opposed to being part of the purchase policy. Purchasing is one thing, contracted services is another. To Trustee Perchinski's point, we need to have some kind of assurance from our contracted vendor that they are providing that insurance. Trustee Perchinski: We currently have many contractors that have done work or are doing work for us that don't have this protection. VA Wiszowaty: You are right. We have independent contractors that work for the village currently that are not insured that we pay. It's been happening for years. Trustee Perchinski: I don't agree with that. I have been talking about this for years. VA Wiszowaty: How do you require a referee to get insurance? You can't, they are independent contractors. I agree that we need a policy for requiring insurance, but I don't know that it needs to be in the purchase policy, but it needs to be in a policy. I think it needs to be stated that if we are contracting for services, that vendor absolutely needs to have insurance and we should be named as an additional insured. We can't change the past. We have to fix moving forward. Best practice is: anyone doing contracted services for the village under a contract should have insurance. Trustee Perchinski: as an example, the electrician here, he has general liability, but no worker compensation. Trustee Stewart: So, in that case if he has employees he has to have worker comp. He could give us an exclusion. Trustee Perchinski: No, even if he doesn't have employees he needs it, the exclusion doesn't mean anything if he gets hurt on this job and he is working directly for us. He will be in a bad spot and will sue us. Having a contract helps a little bit, but to really protect ourselves, we need to have that additional insured language and workmans comp. VA Wiszowaty: and it should be spelled out in a policy, but not necessarily in the purchase policy. Trustee Perchinski: Then I want that policy before we pass the purchase policy. VA Wiszowaty: I think we need the purchase policy for internal controls. I think the purchase policy should stand on it's own. Trustee Perchinski: I don't think preparing this policy for insurance is going to take a lot of work. Village attorney will look into creating the insurance policy. So on this purchase policy we have to look at like the Village Hall Rehab, the administration told us it was going to be \$25,000. So you are going up to \$35,000 unilaterally being able to spend money, but if you say 35 and now it's 45, what happens then? VA Wiszowaty: To your point: if you were contracting services out for one vendor to do a remodel project, that is one thing. But, if you are contracting this out in bits and pieces with different vendors, and trying to save money and economize. Trustee Perchinski: I am OK with hiring our own, I just don't want to say we are going to give him all this unilateral power, and now what happens if he goes over? VA Wiszowaty: Right now there is no internal controls. Trustee Perchinski: There isn't, and we need it now more than ever because like the Village Hall remodel, we had no say so on that. We should have been part of that decision. VA Wiszowaty: I am sure there have been other instances where money has been spent within the budget. Trustee Perchinski: I have been doing this for 15 years and every other administration, anytime it was over \$10,000 it came to the board. Trustee Thurmond: I disagree with that. I have been here 4 years. Trustee Perchinski: I am telling you it's right.

Roll was called. The following Trustees voted aye; Hanus, Stewart, Thurmond, Trotier and Perchinski. Motion carried.

The owner of ARG introduced herself and gave an overview of the new business she is bringing to the Village of Steger.

Trustee Perchinski made a motion to approve a new business license for ARG Diagnostic Testing, LLC located at 28 E. 33<sup>rd</sup> Place for diagnostic testing and occupational health services; pending final inspections.

Trustee Stewart seconded the motion.

Roll was called. The following Trustees voted aye; Hanus, Stewart, Thurmond, Trotier and Perchinski. Motion carried.

Trustee Perchinski made a motion to approve an agreement for Professional Engineering Services with Robinson Engineering for Design, Construction Engineering, Application and Bid Documents for Lead Service Line Replacement Program Year 3.

Trustee Stewart seconded the motion.

Roll was called. The following Trustees voted aye; Hanus, Stewart, Thurmond, Trotier and Perchinski. Motion carried.

Being no further business:

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

Meeting adjourned at 8:33 pm.

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Steve Thurmond, Chairman Pro Tem

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Joseph M. Zagone, Jr., Village Clerk

**ACCOUNTS PAYABLE DIBURSEMENTS**

**MARCH 2, 2026**

**PAYROLL RUN**

Period of February 9, 2026 - February 22, 2026 - Gross Pay: \$124,560.70

**ACCOUNTS PAYABLE WARRANT LIST**

By Fund	Amount
01	\$ 61,811.00
03	\$ 4,874.78
06	\$120,435.05
07	\$ 7,367.06
08	\$ 29,025.48
13	\$ 12,758.32
15	\$ 67,915.21
16	\$ 379.17
Totals:	\$304,566.07

**Combined Totals \$429,126.77**



Invoice Final Update - G/L Source: C/V - Tentative G/L Register: 1196 Cash Basis Tentative G/L Date: 2/27/2026

Vendor	Account	Description	Amount
<b>Fund: 01</b>			
<b>Dept: 01-00</b>			
ABSOLUTE BEST CLEANING SERVICES, INC.			
Inv: 14564	01-00-33502	CLEANING SERVICE	\$1,270.00
ACE HARDWARE IN STEGER			
Inv: 156769	01-00-31100	MAINT.-BUILDING	\$8.13
ACE HARDWARE IN STEGER			
Inv: 156771	01-00-31100	MAINT.-BUILDING	\$10.79
ACE HARDWARE IN STEGER			
Inv: 156785	01-00-31100	MAINT.-BUILDING	\$25.18
ACE HARDWARE IN STEGER			
Inv: 156786	01-00-31100	MAINT.-BUILDING	\$15.80
ACE HARDWARE IN STEGER			
Inv: 156787	01-00-31100	MAINT.-BUILDING	\$71.99
ACE HARDWARE IN STEGER			
Inv: 156791	01-00-31100	MAINT.-BUILDING	\$16.18
ACE HARDWARE IN STEGER			
Inv: 156794	01-00-31100	MAINT.-BUILDING	\$4.49
ACE HARDWARE IN STEGER			
Inv: 156799	01-00-31100	MAINT.-BUILDING	\$19.77
AT&T			
Inv: 708 754-3690 263 3 2/26	01-00-33700	TELEPHONE	\$24.14
B&F CONSTRUCTION CODE SERVICES, INC			
Inv: 70559	01-00-34102	PROFESSIONAL SERVICES OTHER	\$225.00
CINTAS CORPORATION LOCKBOX			
Inv: 5319111403	01-00-33500	OFFICE SUPPLIES	\$111.85
CHICAGO TRIBUNE COMPANY			
Inv: 130173797000	01-00-35400	NOTICES-PLANNING/ZONING HEARINGS	\$165.00
DEL GALDO LAW GROUP LLC			
Inv: 39830	01-00-34100	LEGAL SERVICES	\$1,925.00
DEL GALDO LAW GROUP LLC			
Inv: 39831	01-00-34100	LEGAL SERVICES	\$1,661.25
DEL GALDO LAW GROUP LLC			
Inv: 39832	01-00-34100	LEGAL SERVICES	\$2,275.50
DERON J. STRICKLAND			
Inv: 1	01-00-34102	PROFESSIONAL SERVICES OTHER	\$475.00
GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	01-00-32901	MAINT.-COMPUTER SOFTWARE (UPGR)	\$492.50
GW & ASSOCIATES, PC			
Inv: 2602167	01-00-34500	CONSULTING SERVICES	\$4,750.00
HELSEL JEPPEPERSON ELECTRICAL INC			
Inv: 974525	01-00-31100	MAINT.-BUILDING	\$223.62



ILLINOIS STATE POLICE			
Inv: 20251206069	01-00-34102	PROFESSIONAL SERVICES OTHER	\$27.00
MARVIN G7 HVAC INC			
Inv: 3320 LEWIS ST	01-00-31100	MAINT.-BUILDING	\$33.33
MENARDS - MATTESON			
Inv: 46387	01-00-31100	MAINT.-BUILDING	\$107.05
MENARDS - MATTESON			
Inv: 46813	01-00-31100	MAINT.-BUILDING	\$341.01
MENARDS - MATTESON			
Inv: 47021	01-00-31100	MAINT-BUILDING	\$266.49
PIONEER OFFICE FORMS INC.			
Inv: 97337	01-00-33600	POSTAGE	\$771.00
PROVEN BUSINESS SYSTEMS			
Inv: 1434333	01-00-33901	RENTAL-EQUIPMENT	\$56.73
ROBINSON ENGINEERING			
Inv: 26020452	01-00-34300	ENGINEERING SERVICES	\$724.50
ROBINSON ENGINEERING			
Inv: 26020453	01-00-34300	ENGINEERING SERVICES	\$2,416.75
SESAC			
Inv: 750272	01-00-39701	STEGER EVENTS-EXPENSES	\$641.00
WAREHOUSE DIRECT, INC			
Inv: 6076067-0	01-00-33500	OFFICE SUPPLIES	\$118.13

**Dept: 01-00 Total: \$19,274.18**

**Dept: 01-01**

GEMINI II SEWER RODDING IRRIGATION, LLC			
Inv: JAN 2026	01-01-30265	SALARY-PLUMBING INSPECTOR	\$350.00
LUIS RODRIGUEZ			
Inv: 1	01-01-30260	SALARY-ELECTRICAL INSPECTOR	\$735.00

**Dept: 01-01 Total: \$1,085.00**

**Dept: 01-07**

GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	01-07-32902	MAINT.-COMPUTER HARDWARE	\$402.50
O'REILLY AUTO PARTS			
Inv: 3414-377819	01-07-31805	MAINT.-VEHICLE	\$117.13
O'REILLY AUTO PARTS			
Inv: 3414-377831	01-07-31805	MAINT.-VEHICLE	\$3.56
O'REILLY AUTO PARTS			
Inv: 3414-377873	01-07-31805	MAINT.-VEHICLE	\$137.65
O'REILLY AUTO PARTS			
Inv: 3414-378318	01-07-31805	MAINT.-VEHICLE	(\$31.60)
SCOTT'S-U-SAVE			
Inv: 585889	01-07-31805	MAINT.-VEHICLE	\$152.09

**Dept: 01-07 Total: \$781.33**

**Dept: 01-20**

AIRGAS USA LLC



Inv: 9169346183	01-20-33702	AMBULANCE SUPPLIES	\$449.74
CINTAS CORPORATION LOCKBOX			
Inv: 5319111403	01-20-33500	OFFICE SUPPLIES	\$111.85
GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	01-20-32901	MAINT-COMPUTER SOFTWARE	\$312.50
HERITAGE F/S, INC.			
Inv: 35021189	01-20-33300	GASOLINE & OIL	\$92.48
HERITAGE F/S, INC.			
Inv: 35021284	01-20-33300	GASOLINE & OIL	\$212.59
HERITAGE F/S, INC.			
Inv: 35021422	01-20-33300	GASOLINE & OIL	\$276.24
HERITAGE F/S, INC.			
Inv: 35021445	01-20-33300	GASOLINE & OIL	\$89.56
MARVIN G7 HVAC INC			
Inv: 004	01-20-31100	MAINT-BUILDING	\$1,277.69
MARVIN G7 HVAC INC			
Inv: 008	01-20-31100	MAINT-BUILDING	\$60.00
MARVIN G7 HVAC INC			
Inv: 3320 LEWIS ST	01-20-31100	MAINT-BUILDING	\$33.34
MENARDS - MATTESON			
Inv: 44519	01-20-31100	MAINT-BUILDING	\$171.39
MENARDS - MATTESON			
Inv: 44630	01-20-31100	MAINT-BUILDING	\$14.43
MENARDS - MATTESON			
Inv: 44772	01-20-31100	MAINT-BUILDING	\$199.00
MENARDS - MATTESON			
Inv: 44835	01-20-31100	MAINT-BUILDING	\$543.06
METRO PARAMEDIC SERVICES INC.			
Inv: 26-53807	01-20-34250	AMBULANCE SERVICE	\$29,698.39
PROVEN BUSINESS SYSTEMS			
Inv: 1434333	01-20-33901	RENTAL EQUIPMENT	\$56.74
WAREHOUSE DIRECT, INC			
Inv: 6077733-0	01-20-33500	OFFICE SUPPLIES	\$294.90
WAREHOUSE DIRECT, INC			
Inv: 6096599-0	01-20-33500	OFFICE SUPPLIES	\$223.65

**Dept: 01-20 Total: \$34,117.55**

**Dept: 01-40**

ABSOLUTE BEST CLEANING SERVICES, INC.

Inv: 14564 01-40-33502 CLEANING SERVICE \$1,463.00

COMCAST

Inv: 8771 40 106 01-40-33701 CABLE/INTERNET \$53.55  
 0295698 2/26

COMCAST

Inv: 8771 40 106 01-40-33700 TELEPHONE/CELL/AIRCARDS \$211.04  
 0294774 2/26

EAGLE UNIFORM COMPANY INC



**Village Of Steger**  
 3320 Lewis Avenue. - Steger IL 60475  
 AP Invoices - Warrant List V3 -

Inv: 47216-3	01-40-37302	NEW-UNIFORMS	\$747.00
EVT TECH			
Inv: 7623	01-40-31805	MAINT-VEHICLES	\$197.95
GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	01-40-32901	MAINT-SOFTWARE/UPGRADES	\$492.50
HERITAGE F/S, INC.			
Inv: 35021189	01-40-33300	GASOLINE & OIL	\$393.05
HERITAGE F/S, INC.			
Inv: 35021284	01-40-33300	GASOLINE & OIL	\$752.91
HERITAGE F/S, INC.			
Inv: 35021422	01-40-33300	GASOLINE & OIL	\$900.93
HERITAGE F/S, INC.			
Inv: 35021445	01-40-33300	GASOLINE & OIL	\$380.62
ILLINOIS TOLLWAY			
Inv: G123000009194	01-40-33900	ALL OTHER SUPPLIES/SERVICES	\$18.90
JAMES HERR & SONS			
Inv: 128469	01-40-31805	MAINT-VEHICLES	\$70.19
MARVIN G7 HVAC INC			
Inv: 007	01-40-31100	MAINT-BUILDING	\$744.78
PROVEN BUSINESS SYSTEMS			
Inv: 1434333	01-40-33901	RENTAL EXPENSE	\$56.74
<b>Dept: 01-40 Total:</b>			<b>\$6,483.16</b>
<b>Dept: 01-42</b>			
PATRICK ROSSI			
Inv:	01-42-38900	ALL OTHER	\$69.78
REIMBURSEMENT			
3/26			
<b>Dept: 01-42 Total:</b>			<b>\$69.78</b>
<b>Fund 01 Total:</b>			<b>\$61,811.00</b>



**Fund: 03**

**Dept: 03-30**

ABSOLUTE BEST CLEANING SERVICES, INC.

Inv: 14564      03-30-33502      CLEANING SERVICE      \$1,903.00

ACE HARDWARE IN STEGER

Inv: 156711      03-30-31100      MAINT-BUILDING      \$53.05

ASHLEY MULDER

Inv: REFUND      03-30-29204      I.D. PROGRAM-RESIDENT      \$100.00

AUTOMATIC FIRE CONTROLS INC

Inv: 260201DC13      03-30-31100      MAINT-BUILDING      \$560.00

GUARANTEED TECHNICAL SERV & CONSULT INC

Inv: 2026-038      03-30-32901      MAINT-COMPUTERS      \$1,392.50

HELSEL JEPPEPERSON ELECTRICAL INC

Inv: 974524      03-30-31100      MAINT-BUILDING      \$141.54

JAMIE GRAIK

Inv: REFUND      03-30-29200      RENTAL INCOME-COMMUNITY CTR      \$100.00

MARVIN G7 HVAC INC

Inv: 005      03-30-31100      MAINT-BUILDING      \$66.67

PAMELA PANSA

Inv: REFUND      03-30-29200      RENTAL INCOME-COMMUNITY CTR      \$100.00

PROVEN BUSINESS SYSTEMS

Inv: 1434333      03-30-33901      RENTAL-EQUIPMENT      \$56.73

SMITHEREEN COMPANY

Inv: 3961544      03-30-31100      MAINT-BUILDING      \$150.00

UNIFIRST CORPORATION

Inv: 1651201569      03-30-31100      MAINT-BUILDING      \$126.38

**Dept: 03-30 Total:      \$4,749.87**

**Dept: 03-31**

MARVIN G7 HVAC INC

Inv: 006      03-31-31100      MAINT-BUILDING      \$60.00

MARVIN G7 HVAC INC

Inv: 009      03-31-31100      MAINT-BUILDING      \$64.91

**Dept: 03-31 Total:      \$124.91**

**Fund 03 Total:      \$4,874.78**



Fund: 06

Dept: 06-00

ACE HARDWARE IN STEGER			
Inv: 156797	06-00-31501	MAINT-WELLS	\$51.04
ACE HARDWARE IN STEGER			
Inv: 156717	06-00-31503	MAINT-RESERVOIRS/TANKS	\$95.83
CINTAS CORPORATION LOCKBOX			
Inv: 5319111402	06-00-33501	SHOP SUPPLIES	\$200.54
COMED			
Inv: 1486348000 2/26	06-00-33100	ELECTRIC	\$55.11
COMED			
Inv: 5113528000 2/26	06-00-33100	ELECTRIC	\$1,532.90
COMED			
Inv: 2601781222 2/26	06-00-33101	ELECTRIC-WATER PUMPING	\$1,596.97
DAVID WHEELER			
Inv: 55	06-00-31800	MAINT-TOOLS & WORK EQUIP	\$100.00
DAVID WHEELER			
Inv: 63	06-00-31800	MAINT-TOOLS & WORK EQUIP	\$62.50
DAVID WHEELER			
Inv: 56	06-00-31805	MAINT-VEHICLES	\$250.00
DAVID WHEELER			
Inv: 57	06-00-31805	MAINT-VEHICLES	\$200.00
DAVID WHEELER			
Inv: 58	06-00-31805	MAINT-VEHICLES	\$400.00
DAVID WHEELER			
Inv: 61	06-00-31805	MAINT-VEHICLES	\$400.00
DAVID WHEELER			
Inv: 62	06-00-31805	MAINT-VEHICLES	\$400.00
GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	06-00-34900	COMPUTER PROGRAMMING SERVICES	\$650.00
GW & ASSOCIATES, PC			
Inv: 2602167	06-00-34400	AUDITING & ACCOUNTING	\$4,750.00
HERITAGE F/S, INC.			
Inv: 35021189	06-00-33300	GASOLINE & OIL	\$142.58
HERITAGE F/S, INC.			
Inv: 35021284	06-00-33300	GASOLINE & OIL	\$610.57
HERITAGE F/S, INC.			
Inv: 35021422	06-00-33300	GASOLINE & OIL	\$455.33
HERITAGE F/S, INC.			
Inv: 35021445	06-00-33300	GASOLINE & OIL	\$138.07
HINCKLEY SPRINGS			
Inv: 17155979 021826	06-00-33501	SHOP SUPPLIES	\$50.46
JULIE, INC			



Village Of Steger  
3320 Lewis Avenue. - Steger IL 60475  
AP Invoices - Warrant List V3 -

Inv: 2026-1708	06-00-38902	J.U.L.I.E. CORRESPONDENCE	\$2,223.50
KEITH'S POWER EQUIPMENT INC			
Inv: 159727	06-00-37800	NEW-TOOLS & WORK EQUIPMENT	\$5,296.00
MARVIN G7 HVAC INC			
Inv: 002	06-00-31100	MAINT-BUILDING	\$77.79
MARVIN G7 HVAC INC			
Inv: 010	06-00-31100	MAINT-BUILDING	\$64.91
MARVIN G7 HVAC INC			
Inv: 011	06-00-31100	MAINT-BUILDING	\$60.00
McCANN INDUSTRIES INC			
Inv: P93761	06-00-31700	MAINT-MOTORIZED EQUIPMENT	\$1,276.99
McCANN INDUSTRIES INC			
Inv: P93762	06-00-31700	MAINT-MOTORIZED EQUIPMENT	\$372.76
McCANN INDUSTRIES INC			
Inv: P93765	06-00-31700	MAINT-MOTORIZED EQUIPMENT	\$262.01
McCANN INDUSTRIES INC			
Inv: P93757	06-00-31805	MAINT-VEHICLES	(\$407.87)
MENARDS - MATTESON			
Inv: 46943	06-00-31507	MAINT-METERS	\$75.98
MENARDS - MATTESON			
Inv: 44557	06-00-31800	MAINT-TOOLS & WORK EQUIP	\$319.98
MENARDS - MATTESON			
Inv: 46357	06-00-31800	MAINT-TOOLS & WORK EQUIP	\$49.98
CORE & MAIN			
Inv: X756857	06-00-31504	MAINT-MAINS	\$3,494.65
ROBINSON ENGINEERING			
Inv: 26020242	06-00-38950	GRANT EXPENDITURES	\$12,500.00
ROBINSON ENGINEERING			
Inv: 26020243	06-00-38950	GRANT EXPENDITURES	\$37,500.00
THORN CREEK BASIN SANITARY DISTRICT			
Inv: JAN 2026	06-00-15800	A/P-THORN CREEK SANITARY BASIN	\$30,592.55
THORN CREEK BASIN SANITARY DISTRICT			
Inv: JAN 2026	06-00-15801	A/P-THORN CREEK PENALTIES	\$960.90
TRI-R SYSTEMS INCORPORATED			
Inv: 006621	06-00-34900	COMPUTER PROGRAMMING SERVICES	\$1,520.00
UNIFIRST CORPORATION			
Inv: 1651202099	06-00-31100	MAINT-BUILDING	\$62.02
UNIFIRST CORPORATION			
Inv: 1651199400	06-00-33800	UNIFORM SERVICE	\$129.37
UNIFIRST CORPORATION			
Inv: 1651202104	06-00-33800	UNIFORM SERVICE	\$128.74
WATER PRODUCTS - AURORA			
Inv: 0333995	06-00-31504	MAINT-MAINS	\$285.74
WATER PRODUCTS - AURORA			
Inv: 0333996	06-00-31504	MAINT-MAINS	\$1,271.70
WATER PRODUCTS - AURORA			



**Village Of Steger**  
3320 Lewis Avenue. - Steger IL 60475  
AP Invoices - Warrant List V3 -

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Inv: 0334178	06-00-31504	MAINT-MAINS	\$1,036.15
WATER SOLUTIONS UNLIMITED			
Inv: 7279555	06-00-33907	CHEMICALS	\$4,797.65
WATER SOLUTIONS UNLIMITED			
Inv: 7279556	06-00-33907	CHEMICALS	\$4,569.65
WATER SOLUTIONS UNLIMITED			
Inv: 7343728	06-00-33907	CHEMICALS	(\$228.00)
<b>Dept: 06-00 Total:</b>			<b>\$120,435.05</b>
<b>Fund 06 Total:</b>			<b>\$120,435.05</b>



Fund: 07

Dept: 07-00

ACE HARDWARE-CRETE			
Inv: 200605/1	07-00-31805	MAINT-VEHICLES	\$31.96
ACE HARDWARE IN STEGER			
Inv: 156713	07-00-31100	MAINT-BUILDING	\$98.91
ACE HARDWARE IN STEGER			
Inv: 156775	07-00-31100	MAINT-BUILDING	\$50.36
AIRGAS USA LLC			
Inv: 9169346223	07-00-31800	MAINT-TOOLS & WORK EQUIP	\$38.41
CINTAS CORPORATION LOCKBOX			
Inv: 5319111402	07-00-33501	SHOP SUPPLIES	\$200.54
CENTRAL PARTS WAREHOUSE			
Inv: 791987A	07-00-31805	MAINT-VEHICLES	\$200.48
DAVID WHEELER			
Inv: 55	07-00-31800	MAINT-TOOLS & WORK EQUIP	\$100.00
DAVID WHEELER			
Inv: 63	07-00-31800	MAINT-TOOLS & WORK EQUIP	\$62.50
DAVID WHEELER			
Inv: 56	07-00-31805	MAINT-VEHICLES	\$250.00
DAVID WHEELER			
Inv: 57	07-00-31805	MAINT-VEHICLES	\$200.00
DAVID WHEELER			
Inv: 59	07-00-31805	MAINT-VEHICLES	\$500.00
DAVID WHEELER			
Inv: 60	07-00-31805	MAINT-VEHICLES	\$400.00
GUARANTEED TECHNICAL SERV & CONSULT INC			
Inv: 2026-038	07-00-33900	SOFTWARE	\$650.00
HERITAGE F/S, INC.			
Inv: 35021189	07-00-33300	GASOLINE & OIL	\$142.58
HERITAGE F/S, INC.			
Inv: 35021284	07-00-33300	GASOLINE & OIL	\$610.56
HERITAGE F/S, INC.			
Inv: 35021422	07-00-33300	GASOLINE & OIL	\$455.33
HERITAGE F/S, INC.			
Inv: 35021445	07-00-33300	GASOLINE & OIL	\$138.06
HINCKLEY SPRINGS			
Inv: 17155979	07-00-33501	SHOP SUPPLIES	\$50.45
021826			
MARVIN G7 HVAC INC			
Inv: 002	07-00-31100	MAINT-BUILDING	\$77.78
McCANN INDUSTRIES INC			
Inv: P93761	07-00-31700	MAINT-MOTORIZED EQUIPMENT	\$1,276.99
McCANN INDUSTRIES INC			
Inv: P93762	07-00-31700	MAINT-MOTORIZED EQUIPMENT	\$372.76
McCANN INDUSTRIES INC			





Fund: 08

Dept: 08-00

ACE HARDWARE IN STEGER			
Inv: 156715	08-00-31200	MAINT-STREETS & IMPROVEMENTS	\$71.06
AMERICA'S PARKING REMARKING			
Inv: 25ILSALES-015	08-00-31200	MAINT-STREETS & IMPROVEMENTS	\$566.38
AMERICA'S PARKING REMARKING			
Inv: 25ILSALES-005	08-00-38900	OTHER EXPENSE	\$375.71
MORTON SALT, INC.			
Inv: 5403970461	08-00-33910	ROCK SALT/SNOW & ICE	\$4,711.49
MORTON SALT, INC.			
Inv: 5403978925	08-00-33910	ROCK SALT/SNOW & ICE	\$9,866.20
MORTON SALT, INC.			
Inv: 5404018781	08-00-33910	ROCK SALT/SNOW & ICE	\$5,311.14
ROBINSON ENGINEERING			
Inv: 26020454	08-00-34300	ENGINEERING FEES	\$1,669.50
SUNSET SEWER & WATER, INC			
Inv: 467	08-00-31200	MAINT-STREETS & IMPROVEMENTS	\$6,454.00
			Dept: 08-00 Total: \$29,025.48
			Fund 08 Total: \$29,025.48



Fund: 13

Dept: 13-50

MAURICE COLEY				
Inv: 2/21/26	13-50-33200	OFFICIALS - BASKETBALL		\$120.00
MAURICE COLEY				
Inv: ALLSTAR GAME	13-50-33200	OFFICIALS - BASKETBALL		\$120.00
DJAYBOUGIEENTERTAINMENT				
Inv: ALLSTAR GAME	13-50-38900	MISC. EXPENSES		\$650.00
ERIC WHITE				
Inv: 2/21/26	13-50-33200	OFFICIALS - BASKETBALL		\$120.00
ERIC WHITE				
Inv: ALLSTAR GAME	13-50-33200	OFFICIALS - BASKETBALL		\$120.00
ILLINOIS STATE POLICE				
Inv: 20251206082	13-50-38900	MISC. EXPENSES		\$108.00
MATTHEW MYERS				
Inv: WINTER CHAMPIONSHIP 26	13-50-25200	REGISTRATION FEES - BASKETBALL		\$145.00
N' THE ZONE SPORTSWEAR, LLC				
Inv: 0026	13-50-37305	NEW-UNIFORMS		\$1,755.00
SAM'S CLUB/SYNCHRONY BANK				
Inv: 8574	13-50-33930	CONCESSION STAND		\$231.90
KEITH TUCK				
Inv: 2/21/26	13-50-33200	OFFICIALS - BASKETBALL		\$160.00
CALEB WARNER				
Inv: 2/21/26	13-50-33200	OFFICIALS - BASKETBALL		\$160.00
CALEB WARNER				
Inv: ALLSTAR GAME	13-50-33200	OFFICIALS - BASKETBALL		\$240.00
YOLANDA PORTER				
Inv: 5253	13-50-37305	NEW-UNIFORMS		\$4,407.00

Dept: 13-50 Total: \$8,336.90

Dept: 13-51

DACAV INDUSTRIES				
Inv: 4017	13-51-37305	NEW-UNIFORMS		\$405.00

Dept: 13-51 Total: \$405.00

Dept: 13-53

TINLEY PARK BOBCATS				
Inv: 206	13-53-38903	ENTRY FEES - SOFTBALL		\$501.67

Dept: 13-53 Total: \$501.67

Dept: 13-55

ALIYAH SABBIA				
Inv: 2/16/26	13-55-33200	OFFICIALS - VOLLEYBALL		\$75.00
ALIYAH SABBIA				
Inv: WEEK 2 2026	13-55-33200	OFFICIALS - VOLLEYBALL		\$75.00
ARIANA CALDERON				
Inv: REFUND	13-55-25200	REGISTRATION FEES - VOLLEYBALL		\$35.00



**Village Of Steger**  
 3320 Lewis Avenue. - Steger IL 60475  
 AP Invoices - Warrant List V3 -

GRACE HALE				
Inv: 2/16/26	13-55-33200	OFFICIALS - VOLLEYBALL		\$65.00
GRACE HALE				
Inv: WEEK 2 2026	13-55-33200	OFFICIALS - VOLLEYBALL		\$65.00
KATELYN GOURLEY				
Inv: 2/16/26	13-55-33200	OFFICIALS - VOLLEYBALL		\$90.00
KATELYN GOURLEY				
Inv: WEEK 2 2026	13-55-33200	OFFICIALS - VOLLEYBALL		\$90.00
LISA RODRIGUEZ				
Inv: REFUND	13-55-25200	REGISTRATION FEES - VOLLEYBALL		\$55.00
PRO-AM TEAM SPORTS				
Inv: 33442	13-55-37305	NEW UNIFORMS - VOLLEYBALL		\$2,199.00
PRO-AM TEAM SPORTS				
Inv: 33722	13-55-37305	NEW UNIFORMS - VOLLEYBALL		\$117.00
NATHAN LEIGH				
Inv: 2/16/26	13-55-33200	OFFICIALS - VOLLEYBALL		\$60.00
NATHAN LEIGH				
Inv: WEEK 2 REF	13-55-33200	OFFICIALS - VOLLEYBALL		\$60.00
SAM'S CLUB/SYNCHRONY BANK				
Inv: 8574	13-55-33930	CONCESSION EXPENSE		\$231.90
HANNAH STALEY				
Inv: 2/16/26	13-55-33200	OFFICIALS - VOLLEYBALL		\$45.00
HANNAH STALEY				
Inv: WEEK 2 REF	13-55-33200	OFFICIALS - VOLLEYBALL		\$45.00
STEVE ZEMAN				
Inv: NEW EQUIPMENT 26	13-55-37307	NEW EQUIPMENT - VOLLEYBALL		\$206.85
			<b>Dept: 13-55 Total:</b>	<b>\$3,514.75</b>
			<b>Fund 13 Total:</b>	<b>\$12,758.32</b>



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**Fund: 15**

**Dept: 15-00**

HUMANA DENTAL INSURANCE COMPANY

Inv: 181932104      15-00-36903      DENTAL INSURANCE      \$2,588.45

ILLINOIS COUNTIES RISK MANAGMENT TRUST

Inv: S-INV009195      15-00-36100      CASUALTY      \$42,666.63

ILLINOIS COUNTIES RISK MANAGMENT TRUST

Inv: S-INV009196      15-00-36200      WORKMAN'S COMPENSATION      \$22,660.13

**Dept: 15-00 Total:      \$67,915.21**

**Fund 15 Total:      \$67,915.21**



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Fund: 16

Dept: 16-00

GUARANTEED TECHNICAL SERV & CONSULT INC

Inv: 2026-038	16-00-32900	MAINT-OTHER	\$312.50
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MARVIN G7 HVAC INC

Inv: 001	16-00-31100	MAINT-BUILDING	\$66.67
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Dept: 16-00 Total: \$379.17

Fund 16 Total: \$379.17



**Village Of Steger**  
 3320 Lewis Avenue. - Steger IL 60475  
 AP Invoices - Warrant List V3 -

Paying Account	Payment Method	Count	Amount	Fund	Amount	Vendor	Amount
01-00-10100	Check	80	\$304,566.07	01	\$61,811.00	ABSOL	\$4,636.00
				03	\$4,874.78	ACEST	\$592.58
				06	\$120,435.05	AIRGA	\$488.15
				07	\$7,367.06	ATT	\$24.14
				08	\$29,025.48	BFCON	\$225.00
				13	\$12,758.32	CTMG	\$165.00
				15	\$67,915.21	CINTA	\$624.78
				16	\$379.17	CPMPA	\$211.04
			<b>\$304,566.07</b>		<b>\$304,566.07</b>	COMPM	\$53.55
						DELGA	\$5,861.75
						DERONJS TRICK	\$475.00
						EAGLE	\$747.00
						EMVTC	\$197.95
						GESRI	\$350.00
						GTSAC	\$4,705.00
						GWAS	\$9,500.00
						HELJE	\$365.16
						HERFS	\$5,791.46
						ISPBI	\$135.00
						IPASS	\$18.90
						JASHE	\$70.19
						LUISR	\$735.00
						MARVING7	\$2,687.87
						MENAR	\$2,437.44
						METRP	\$29,698.39
						ORIL	\$226.74
						PATTROS SI	\$69.78
						PIOFF	\$771.00
						PROVE	\$226.94
						ROBNS	\$54,810.75
						SCOTT	\$152.09
						SESAC	\$641.00
						WAREHOU SE	\$636.68
						ASHLEYM ULDER	\$100.00
						AUTOM	\$560.00
						JAMIEGRA IK	\$100.00
						PAMELAP ANSA	\$100.00
						SMTHR	\$150.00
						UNIFR	\$766.63
						COMED	\$3,184.98
						NAWTR	\$3,494.65
						DAVIDW	\$3,325.00
						HINCK	\$100.91
						JULIE	\$2,223.50
						KEITH	\$5,296.00
						MCCAN	\$3,007.77
						THORN	\$31,553.45
						TRI-R	\$1,520.00



Vendor	Amount
WATER	\$2,593.59
WTRSO	\$9,139.30
ACECR	\$31.96
CTRPT	\$200.48
MIKEAJOH NSON	\$40.00
RAYOH	\$300.00
STATECH EMICAL	\$596.07
AMERICAP ARK	\$942.09
MORTO	\$19,888.83
SUNSE	\$6,454.00
ALIYAHSA BB	\$150.00
ARIANACA LDERO	\$35.00
WARNC	\$400.00
DACAV	\$405.00
DJAYBOU GIE	\$650.00
ERICWHIT E	\$240.00
GRACEHA LE	\$130.00
STALE	\$90.00
KATEL	\$180.00
TUCK	\$160.00
LISARODR IGUEZ	\$55.00
MYER	\$145.00
COLER	\$240.00
NZONE	\$1,755.00
NATHA	\$120.00
MIKES	\$2,316.00
SAMSC	\$463.80
ZEMAN	\$206.85
TINLEYP ARK	\$501.67
YOLANDA P	\$4,407.00
HUMDE	\$2,588.45
ICRMT	\$65,326.76
	\$304,566.07

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**THE VILLAGE OF STEGER**

**COOK COUNTY, ILLINOIS  
WILL COUNTY, ILLINOIS**

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**ORDINANCE**

**#1342-2026**

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**THE ANNUAL APPROPRIATIONS ORDINANCE OF THE VILLAGE OF  
STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL  
YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026**

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**ORDINANCE NO. 1342-2026**

**THE ANNUAL APPROPRIATIONS ORDINANCE OF THE VILLAGE OF  
STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026**

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WHEREAS, the Village of Steger (the Village) is required by the Illinois Municipal Code at 65 ILCS 5/8-2-9 to develop and approve an Appropriation Ordinance: and

WHEREAS, the Board of Trustees has caused notice to be published on February 4<sup>th</sup>, 2026 in the Daily Southtown and conducted the requisite public hearing: and

WHEREAS, the Appropriation Ordinance has been available for public inspection at least ten days before the date of this Ordinance; and

WHEREAS, the Appropriation Ordinance must provide for sums that exceed the sums which the Board of Trustees anticipates will be actually spent during the upcoming year in order to adequately provide for emergencies and welfare of the citizens of the Village.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF STEGER, Cook County and Will County, Illinois, as follows:

SECTION ONE: That the following sums of money, or as much thereof as may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of this Village of Steger, Cook County and Will County, Illinois for the fiscal year beginning January 1, 2026 and ending December 31, 2026. Such appropriations are hereby made for the following objects and purposes:

**VILLAGE OF STEGER  
2026 APPROPRIATIONS  
SUMMARY OF FUNDS**

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	<b>BUDGET</b>	<b>APPROPRIATIONS</b>
<b>I. CORPORATE FUND</b>	<b>\$ 5,969,783</b>	<b>\$ 6,184,640</b>
<b>II. PLAYGROUND &amp; RECREATION FUND</b>	<b>\$ 303,736</b>	<b>\$ 318,561</b>
<b>III. WATER AND SEWER FUND</b>	<b>\$ 8,246,822</b>	<b>\$ 8,658,796</b>
<b>IV. ROAD AND BRIDGE FUND</b>	<b>\$ 518,104</b>	<b>\$ 544,012</b>
<b>V. MOTOR FUEL TAX FUND</b>	<b>\$ 1,102,500</b>	<b>\$ 1,157,625</b>
<b>VI. IMRF &amp; FICA FUND</b>	<b>\$ 194,530</b>	<b>\$ 204,256</b>
<b>VII. DEBT SERVICE FUND</b>	<b>\$ 440,898</b>	<b>\$ 462,944</b>
<b>VIII. LIABILITY INSURANCE FUND</b>	<b>\$ 1,324,400</b>	<b>\$ 1,390,619</b>
<b>IX. HSEM (ESDA) FUND</b>	<b>\$ 46,504</b>	<b>\$ 48,833</b>
<b>X. AUDITING FUND</b>	<b>\$ 52,500</b>	<b>\$ 55,125</b>
<b>XI. TIF #2 FUND</b>	<b>\$ 4,000</b>	<b>\$ 4,200</b>
<b>XII. TIF #3 FUND</b>	<b>\$ 4,000</b>	<b>\$ 4,200</b>
<b>XIII. TIF #4 FUND</b>	<b>\$ 30,532</b>	<b>\$ 32,059</b>
<b>XIV. CAPITAL</b>	<b>\$ 5,200,000</b>	<b>\$ 5,460,000</b>
<b>XV. TIF #5 FUND</b>	<b>\$ 104,000</b>	<b>\$ 109,200</b>
	<hr/>	<hr/>
<b>TOTAL ALL FUNDS</b>	<b>\$ 23,542,309</b>	<b>\$ 24,635,070</b>

Each of said sums of money and the aggregate thereof are deemed necessary by this Board to defray the necessary expenses and liabilities of this Village during the fiscal year beginning the first day of January, 2026 and ending on the thirty-first day of December, 2026 for the respective purposes set forth.

All unexpended balances of the appropriations for the fiscal year ended December 31, 2025 and prior years are hereby specifically reappropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency of any other items provided in this appropriation ordinance in accordance with applicable law.

SECTION TWO: The amounts herein appropriated for salaries of the officials and employees of the Village and for any other purposes are not fixed and determined hereby, and instead shall be regarded only as maximum and shall not be construed as a commitment, agreement, obligation, or liability of the Village such amounts appropriated being subject to further approval as to the expenditure thereof by the Board of Trustees of the Village.

SECTION THREE: The unexpended balance of any item or items of any appropriation made by this Ordinance may be expended in making up any deficiency in any items in the same general appropriation made by this Ordinance.

SECTION FOUR: The Sections of this Ordinance shall be deemed to be separate and the invalidity of any portion or Section of this Ordinance shall not affect the validity of the remainder.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED this \_\_\_ day of \_\_\_\_\_ 2026

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

APPROVED THIS \_\_\_ day of \_\_\_\_\_ 2026

---

WILLIAM J. JOYCE  
VILLAGE PRESIDENT

ATTEST:

---

JOSEPH M. ZAGONE, JR.  
VILLAGE CLERK

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
HANUS				
KAMINSKI				
PERCHINSKI				
STEWART				
THURMOND				
TROTIER				
PRESIDENT JOYCE				
<b>TOTAL</b>				

**CERTIFICATE OF ESTIMATE  
OF REVENUE FOR FISCAL YEAR  
BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026**

I, **Village of Steger Treasurer**, certify that the revenues, by source, anticipated to be received by said Village in the fiscal year beginning January 1, 2026 and ending on December 31, 2026 are estimated to be as follows:

<u>SOURCE</u>	<u>AMOUNT</u>
Real Estate Taxes	\$ 2,721,950
State Income Tax	1,727,037
State Sales Tax	595,000
Local Use Tax	95,000
Other Local Taxes	657,451
Municipal Utility Taxes	382,500
Grants	118,000
License & Permits	306,250
Fines & Forfeiture	82,400
Charges for Services	567,629
Motor Fuel Tax	425,000
TIF Revenue	475,000
Community Center	16,000
Water & Sewer Revenue	3,238,552
Interest Income	162,500
Transfers In	1,182,893
Bond Proceeds	3,600,000
IEPA Proceeds	5,020,000
Miscellaneous	<u>190,750</u>
<b>TOTAL ESTIMATED REVENUE</b>	<b>\$21,563,912</b>

IN WITNESS WHEREOF, I have hereunto set my hand of the said Village of Steger this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Treasurer, Village of Steger

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.  
COUNTY OF WILL )

**CLERK'S CERTIFICATE**

I, the undersigned, the duly qualified Clerk of the Village of Steger, Cook County and Will County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF STEGER,  
ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING  
DECEMBER 31, 2026**

**ORDINANCE NO. 1342-2026**

ADOPTED AT A MEETING OF THE SAID Village of Steger at which a quorum was present held pursuant to the provisions of the Illinois Open Meeting Act on the \_\_\_ day of \_\_\_\_\_ 2026.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Joseph M. Zagone Jr.  
Village Clerk

**VILLAGE OF STEGER  
COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 1208-2026**

**A RESOLUTION AUTHORIZING AND DIRECTING THE SUBMISSION  
OF AN APPLICATION TO THE COUNTY OF COOK, ILLINOIS  
REQUESTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FOR PROGRAM YEAR 2026 FOR THE VILLAGE OF STEGER, ILLINOIS**

**WHEREAS**, the Village of Steger, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

**WHEREAS**, the Board of Trustees of the Village (the “Village Board”) and the Village Mayor, who is also the President of the Village Board, (the “President” and with the Village Board, the “Corporate Authorities”) are committed to ensuring that water infrastructure within the Village is maintained effectively; and

**WHEREAS**, certain fire hydrants and water valves located in the eligible block grant area (the “Service Area”), within the Village are either broken or non-functional and in need of replacement (collectively, the “Replacements”); and

**WHEREAS**, the Service Area is predominately a residential area with at least 51% of the population residing around the Service Area being considered of low or moderate income; and

**WHEREAS**, the County of Cook, Illinois (the “County”) has provided the Village with an opportunity to apply for Community Development Block Grant funds (“CDBG Funds”) for the 2026 program year (the “2026 Program Year”), which funds may be used on eligible activities for the benefit of low and moderate income residents; and

**WHEREAS**, the Corporate Authorities have identified specified funds that would be available as matching funds to cover engineering services and/or other costs that would be required, in addition to the CDBG Funds, to complete the Replacements and therefore the receipt of CDBG Funds would allow the Village to undertake and complete the Replacements; and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined and do hereby determine that it is advisable and in the best interests of the Village and its residents to authorize and direct the submission of an application requesting CDBG funds (the “Request”) attached hereto as Exhibit A and incorporated herein, to the County for the 2026 Program Year; and

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of Steger, Cook County, Illinois, as follows:

**SECTION 1:** The preambles to this Resolution are found to be full, true and correct and are hereby incorporated into the terms of this Resolution as if fully set forth herein. This Resolution is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Resolution are incorporated herein by this reference.

**SECTION 2:** That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant funds for Program Year 2026 in the amount of five hundred thousand U.S. dollars (\$500,000.00) for the following project(s):

Project: Infrastructure/Hydrant and Valve Replacements	Amount: \$500,000.00
--	----------------------

As identified in the Village's CDBG 2026 Program Year application.

**SECTION 3:** That the Mayor or his designee and the Village Clerk are hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to make application for the funds requested in Section 2 of this Resolution, a copy of which application is on file with the Village Clerk.

**SECTION 4:** That the Mayor or his designee is hereby authorized to certify that matching funds, which have been identified as supporting its projects as set out within its application, will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

**SECTION 5:** The headings of the sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution. The provisions of this Resolution are hereby declared to be severable. If any portion of this Resolution is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Resolution and the remaining portions of this Resolution shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 6:** This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**ADOPTED**, by the Mayor (President) and Board of Trustees of the Village of Steger, Cook County, Illinois this \_\_\_ day of \_\_\_\_\_, 2026, pursuant to a roll call vote as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
HANUS				
KAMINSKI				
PERCHINSKI				
STEWART				
THURMOND				
TROTIER				
William Joyce - President				
<b>TOTAL</b>				

**APPROVED** by the Mayor (President) of the Village of Steger, County of Cook, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_

William J. Joyce, Village President

ATTEST:

\_\_\_\_\_

Joseph M. Zagone Jr., Village Clerk

**RESOLUTION #1209- 2026.**

---

**APPROVING A DEED IN LIEU OF FORECLOSURE  
AGREEMENT FOR THE ACQUISITION OF COMMERCIAL  
PROPERTY LOCATED AT  
44 EAST 30<sup>TH</sup> PLACE, STEGER.**

---

**WHEREAS**, the Village of Steger is an Illinois Municipal Corporation and thereby may promulgate rules and regulations and take any action for the benefit of its citizens; and,

**WHEREAS**, it remains an ongoing goal of the Village Board to promote economic stability and growth within the community and to eliminate blight and tax delinquent buildings; and

**WHEREAS**, eliminating vacant blighted properties that are adversely affecting the value and security of the neighborhoods in which they are located through demolition or remarketing is an ongoing goal of the Village; and,

**WHEREAS**, the Village is in a position to acquire ownership of the blighted and tax delinquent commercial property located at 44 East 30<sup>th</sup> Place, Steger, IL., by foreclosing on Village liens recorded against said property through a voluntary agreement with the property owners:

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Village Board of the Village of Steger, Cook and Will Counties, Illinois, as follows:

*Section 1.* That the above recitals are incorporated herein as though specifically set forth and restated herein.

*Section 2.* That the Mayor is hereby authorized to enter into a Deed in Lieu of Foreclosure Agreement with the record owner of the commercial property located at 44 East 30<sup>th</sup> Place, Steger, IL.

*Section 4.* The Mayor is authorized to execute any and all documents necessary to effectuate this Resolution and said Deed in Lieu of Foreclosure Agreement.

*Section 5.* This Resolution shall be in full force and effect from its passage and approval as provided by law.\

Signature Page Follows





## Certificate of Authority by Vote

(Two Party Written Signature Required)

I, Joseph Wiszowaty, hereby certify that I am duly (*appointed*) (Village Administrator). Of the Village of Steger ("Governmental Unit"). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Trustees (the governing body), duly called and held on March 2, 2026 at which a quorum of the Members was present and voting.

**Voted:** That the Village's Administrator (Joseph Wiszowaty) or/ Village President (William J. Joyce), are duly authorized to enter into contracts, to include joint participation agreements, on behalf of the Village of Steger with the State of Illinois and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract or joint participation agreement to which this certificate is attached. I further certify that it is understood that the State of Illinois will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Governmental Unit. To the extent that there are any limits on the authority of any listed individual to bind the Governmental Unit in contracts with the State of Illinois, all such limitations are expressly stated herein.

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

Approved: \_\_\_\_\_  
*William J. Joyce, Village President*

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

Attest: \_\_\_\_\_  
*DaVanna Terry, Deputy Clerk*



17258 E. 12000 N. Rd. Grant Park IL. 60940  
Phone: 708-712-0036 Fax: 708-433-0374

• HARDSCAPE • TREE SERVICE • SNOW REMOVAL • COMMERCIAL • RESIDENTIAL

February 27, 2026

Village of Steger  
3320 Lewis Ave  
Steger, IL 60475

**RE: Landscape Maintenance on a bi-weekly basis at vacant properties or lots**

Thank you for the opportunity. The specifications and job site as referenced above has been reviewed, we are pleased to submit for your consideration our proposal information as outlined below:

**\$45.00 Fee for standard size house**

**Terms and conditions:** All work is guaranteed as specified, and the above work to be performed in accordance with industry standards will be completed in a workmanlike manner. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order and will become an extra charge. All agreements contingent upon weather permit or delays beyond our control. We may withdraw this proposal if not accepted within 30 days.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Please sign below and return.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



17258 E. 12000 N. Rd. Grant Park IL, 60940  
Phone: 708-712-0036 Fax: 708-433-0374

LANDSCAPING

• HARDSCAPE • TREE SERVICE • SNOW REMOVAL • COMMERCIAL • RESIDENTIAL

February 27, 2026

Village of Steger  
3320 Lewis Ave  
Steger, IL 60475

**RE: Tree Trimming and Tree Removal**

Thank you for the opportunity. The specifications and job site as referenced above has been reviewed, we are pleased to submit for your consideration our proposal information as outlined below:

Tree DBH	Price per inch	Pruning (Flat Rate)	Stump Removal (Flat Rate)	Restoration W/ Topsoil, Seed and Blanket (Upon Request)
6" - 13"	\$15.00	\$95.00	\$95.00	\$55.00
14" - 24"	\$22.00	\$125.00	\$125.00	\$75.00
25" - 32"	\$30.00	\$150.00	\$160.00	\$90.00
33" +	\$36.00	\$185.00	\$200.00	\$90.00

On Call Emergency Work	Cost (per hour)
2 workers, chipper	\$300.00
1 worker, areal lift truck	\$225.00
1 worker, log loader	\$175.00
1 worker, Crane	\$250.00
Per Worker	\$95.00

**Terms and conditions:** All work is guaranteed as specified, and the above work to be performed in accordance with industry standards will be completed in a workmanlike manner. All agreements contingent upon weather permits or delays beyond our control. We may withdraw this proposal if not accepted within 30 days.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Please sign below and return.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



**Keith's Power Equipment, Inc.**

3701 Chicago Road  
 STEGER, IL 60475  
 Main: 708-755-2660

Status : **Open**

Invoice # : **159721**

Type : **Major Unit Quote**

Date : **02/20/2026**

Ref. # : **AI**

Customer # : **708-754-3395**

Tax Exempt # : **E9998-1238-06**

Exempt Exp. : **01/01/2030**

**VILLAGE OF STEGER**  
**William Joyce**  
 3320 Lewis ave  
 STEGER, Illinois 60475  
 UNITED STATES  
 accountspayable@villageofsteger.org  
 708-265-8683 Ext.AL - Mobile  
 708-754-3395 Ext.Bill Joy - Home  
 708-755-3888 Ext.Roy - Work

**Selected Units for Sale**

N/U	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
	Scag	TURF TIGER II S TTII-72V-40BV- EFI 72IN VEL. PLUS 40HP BIG BLOCK VGD. EFI WITH MOWER DECK DRIVESHAFT	Mower Zero Turn Rider		\$15,839.00	\$0.00	\$0.00	\$0.00

Sales Notes

TEXT keithspower to 85100 for our monthly specials.

Invoice Notes

Free set of Blades with purchase \$80.00 value  
 Free set up \$100 value

Disclaimer

This quote is valid for 30 days unless otherwise noted.

<b>Totals</b>		
Sub Total	+	\$15,839.00
*** Invoice Total	=	\$15,839.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$15,839.00
<b>Balance Due =</b>		<b>\$15,839.00</b>

**Deposit Paid \$0.00**

Tax Name

Exempt - Government Non-Profit

Tax Amount

\$0.00

Signature \_\_\_\_\_



# VILLAGE OF STEGER, ILLINOIS

## BUSINESS LICENSE APPLICATION

OWNER / OFFICER INFORMATION

2026-2027

Date of Application: 2/18/26

Name: James SPYROPOULOS

Date of birth: [REDACTED]

Driver's License or State ID # (for identification purposes) [REDACTED]

Home Phone: [REDACTED]

Mobile Phone: [REDACTED]

E-mail: [REDACTED] @GMAIL.COM

Current home address: [REDACTED]

City: CHICAGO

State: ILLINOIS

ZIP Code: 60646

Have you ever been convicted of a Felony?  Yes  No If Yes please explain on a separate sheet of paper:

### BUSINESS ENTITY INFORMATION

Are you the owner of this business?  Yes  No - If No what is your title/position? OWNER

Legal Name of Business: STEGER COINS & COLLECTIBLES, INC. Date business was established: 2/1/26

"Doing Business As" Name: PORTAGE PARK COINS & COLLECTIBLES, INC.

Address of Business (Please include a floor plan of building/business) 3412 S. CHICAGO RD., STEGER, ILLINOIS

Property Owner Name: HELEN BOLOS DIKETT Property Owner Phone Number: [REDACTED]

Projected Opening Date: 4/1/26 Days and Hours of Operation: M-SAT 10AM TO 6PM

How many employees? 2-3 How many Parking Spots for Customers? 8 Handicap? [REDACTED] Employee? [REDACTED]

Will you have or be storing Flammable Materials on site?  Yes  No

If Yes where will it be inside or out? What kind and quantity?

Employer Identification Number: [REDACTED] State of Illinois File Number: 4335-9795

Illinois Department of Revenue Account Number: [REDACTED] (The Village of Steger Must be named on your state tax forms as recipient of sales tax)

Type of Business:  Industrial  Commercial  Retail  Wholesale Are you open to the Public?  Yes  No

Please explain: (please attach a business plan with this application) ANTIQUES, COINS, COLLECTIBLES, SILVER AND GOLD.

Will this place of business be rented out to the public or used for special events?  Yes  No

If Yes explain:

Has any government body revoked or refused to grant a business or occupation license to applicant?  Yes  No

If Yes explain:

Is applicant doing business, or has he/she done business in the past, using a name other than the name signed to this application?  Yes  No

If Yes explain:

Return completed application, along with \$50.00 fee, non-refundable, to the Village Clerk's Office. The completed application will go before the Village Board for approval pending inspections. Once your business is set up, you must contact the Village Hall and schedule for inspections, once the inspections have been completed, your final business license invoice must be paid before a business license will be issued. All inspections must be passed within the 45 days of Village Board approval, if not the business license application

# **Business Plan for Steger Coins & Collectibles, Inc.**

## **1. Executive Summary**

- Business Name:** Steger Coins & Collectibles
- Location:** 3412 Chicago Rd., Steger, IL.
- Concept:** Buying and selling coins, collectibles and antiques.
- Target Market:** Families and the local community.

## **2. Business Description**

### **Concept**

A neighborhood collectible store offering:

- Free appraisals on all your silver, gold, coins, antiques, and collectibles.

### **Unique Selling Proposition (USP)**

- Buying and selling of coins, collectibles, jewelry, antiques and collections.
- Estate liquidations and acquisitions.
- Free appraisals.

## **3. Background on Leadership/Executive Team**

- James Spyropoulos is involved and owns and operates another 5 Star rated coin shop and collectibles store in the City of Chicago and wants to expand in an area that needs this type of business to help the local market and build a long-term revenue for the Village of Steger.

#### **4. Organization and Management**

- The current owner/operator has management and staff already in place with its' current locations acting as an anchor for training new staff and locally sourcing employment from the community.

#### **5. Marketing Plan and Competitive Analysis**

- Since James Spyropoulos already owns and operates another store location in the city, he plans to implement the marketing strategies already in place.
- The Design alone will act as its own marketing, along with strategic social media influencers and a strong online marketing presence (i.e. youtube, Instagram, whatnot, tic tok, and local brochure marketing).
- Since we have an already established customer service and an experienced staff ready to train new employees from the community this location will have a stronger community presence and will budget funds to advertise heavily with third party services to not only add to an already busy establishment, but to improve the marketing and presence if its product, ambiance and patrons.

Short list of requirements to be completed prior to Fire Department Inspection  
Any additional requirements if needed will be discussed at the initial inspection

**DOORS/EXITS/AISLES**

Clear and unlocked during business hours

**ELECTRICAL**

Electric boxes have no open spaces

Doors on boxes are closed

36 inches clear around electrical panels

Extension cords are for temporary use only

Extension cords are not defective and/or overloaded

**EMERGENCY LIGHTS**

If emergency lights are present, they must be operational

**EXTINGUISHERS**

Must be hung and accessible

Identifier on wall of location

Must be inspected annually with tag and sealed

**EXIT SIGNS**

Present at every exit above door

Illuminated or reflective

**FLAMMABLE LIQUID/CHEM**

Yellow flammable cabinet

Safety can

**HEAT PRODUCING APPLIANCE**

Proper exhaust

Immediate area clear of combustibles

**SMOKE/HEAT/CARBON**

**MONOXIDED DETECTORS**

Required

**COMPRESSED/FLAMMABLE GAS CYLINDERS**

Oxygen and Flammable cylinders are to be stored separate and chained in place

Portable 20lb propane tanks are to be stored in lockable cages

Village of Steger  
3320 Lewis Drive  
Steger, IL 60475  
708.754.3395

\*\*\*\*\*

\*\* Thank you! \*\*

Item	Qty	Amount
GEN'L BUS LIC-AP	1	\$50.00
Total Amount Due:		\$50.00
Total Cash Received:		\$50.00

No Change Due

Received: Tue Feb 24, 2026 09:30 AM

Register Receipt

CASH BUSINESS APPLICATION STEGER  
COINS AND COLLECTIBLES

Oper: AG1 seq: 55012030 Drwr: 12



## FLEET MANAGEMENT

### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

#### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. **INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. **MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. **SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. **NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. **NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

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

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

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

Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



## FLEET MANAGEMENT

### AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

#### RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ \_\_\_\_\_ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

"CUSTOMER"

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC



## FLEET MANAGEMENT

### COMPANY OWNED VEHICLE SERVICE AGREEMENT

THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise Fleet Management, Inc. ("EFM"), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below ("Company"). Each of EFM and the Company is a "Party," and collectively, the "Parties."

#### WITNESSETH:

**WHEREAS**, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the "Services," with each of the Services sometimes being individually referred to herein as a "Service") for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

**WHEREAS**, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a "Covered Vehicle," and collectively the "Covered Vehicles"), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company's subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a "Schedule," and collectively the "Schedules") to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- TERM AND TERMINATION:** The term of this Agreement (the "Term") for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.
- ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.
- COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a monthly fee, plus a one time set-up fee per Covered Vehicle.
- PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
- BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
- VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_

## 8. LICENSE ADMINISTRATION PROGRAM:

(a) EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.

(b) Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.

(c) The services described in this Section are collectively referred to as the "License Administration Program."

## 9. MAINTENANCE PROGRAM: If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an authorization card (the "EFM Card") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every case, if the cost of any such service, maintenance, or repair is estimated to or does exceed one hundred twenty-five dollars (\$125.00) the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding one hundred twenty-five dollars (\$125.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

(c) EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month. The Company agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(d) The services described in this Section are collectively referred to as the "Maintenance Program."

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_

**10. MAINTENANCE MANAGEMENT PROGRAM:** If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

(a) EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time without providing advance notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.

(b) EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

(c) EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed one hundred twenty-five dollars (\$125.00), or such other amount as may be established by EFM, in its sole discretion, from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "Audited Invoices").

(d) Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "Administrative and Repair Fees"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a vehicle risk management agreement must be on file with EFM for the Company.

(e) The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.

(f) If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "Maintenance Management Program."

**11. ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.

**12. INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

**13. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

**14. NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_

Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

#### 15. MISCELLANEOUS:

(a) Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.

(b) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.

(d) This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

(e) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart. This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.

(g) Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.

(h) The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.

(i) Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.

(j) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(k) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

#### 16. LIMITATION OF LIABILITY:

(a) NONE OF EFM, ITS AGENTS, OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.

(b) IN NO EVENT SHALL EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

#### 17. INDEMNITY:

(a) The Company agrees to defend, indemnify and hold harmless EFM, its agents, and EFM's or its Agent's respective affiliates, subsidiaries, successors and

Initials: EFM\_\_\_\_\_ Company\_\_\_\_\_

assigns (collectively, the "Indemnified Parties" with each being an "Indemnified Party") from and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) the Indemnified Parties may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by any of the Indemnified Parties while acting as an agent of the Company or under a power of attorney given by the Company.

(b) In the event of a third party claim, suit, action or proceeding giving rise to the indemnification rights and obligations set forth in this Section, the Indemnified Parties (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall indemnify the Indemnified Parties from and against any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the Indemnified Parties in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The indemnifying party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable Indemnified Party's prior consent, which consent shall not be unreasonably withheld.

(c) The provisions of this Section shall survive any expiration or termination of this Agreement.

**18. SIGNATORY WARRANTY:** Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she are is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.

**19. SCHEDULES, ADDENDA, AND EXHIBITS:** All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.

**20. POWER OF ATTORNEY:** The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to the provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.

**21. REPRESENTATIONS AND WARRANTIES:**

(a) The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.

(b) The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of

this Agreement.

(c) This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(d) The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.

(e) The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.

**22. SURVIVAL:** Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

Initials: EFM\_\_\_\_\_ Company\_\_\_\_\_

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

COMPANY: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

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

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

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials: EFM \_\_\_\_\_ Company \_\_\_\_\_





## FLEET MANAGEMENT

### CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER") on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

### RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of \_\_\_\_\_.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$\_\_\_\_\_ ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

"CUSTOMER"

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

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

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

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

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

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

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

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



## FLEET MANAGEMENT

### FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

#### WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_

  
**FLEET MANAGEMENT**

**AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\_\_\_\_\_ or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

"CUSTOMER"

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

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

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

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC

# BERNARDI SECURITIES

MUNICIPAL BOND SPECIALISTS

Mayor William J. Joyce  
Village of Steger  
3320 Lewis Avenue  
Steger, Illinois 60475

February 27, 2026

Dear Mayor Joyce and Board of Trustees:

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting General Obligation (Alternate Revenue Source), Series 2026 (the "Bonds") on behalf of the Village of Steger, Will and Cook Counties, Illinois (the "Issuer"). The purpose of the Bonds is to (i) finance capital improvements related to the Village Hall project and other capital projects of the Village, and (ii) paying for the costs of issuance of the Bonds.

This contract serves as the Underwriter's authorization to structure and underwrite the Bonds in connection with a public offering of the Bonds. Included in this letter are the disclosures required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 regarding our role, duties and interests as Underwriter of the Bonds.

Your execution of this letter will confirm that Bernardi Securities, Inc. ("Bernardi Securities") will serve as Underwriter of the Bonds, and will enable us to provide advice with respect to the structure, timing, terms, and other similar matters concerning the Bonds pursuant to the underwriter exclusion under the municipal advisor registration rules of the U.S. Securities and Exchange Commission.

At such time as the Issuer has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed bond purchase agreement to the Issuer for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees (Issuer's Counsel, Bond Counsel and Disclosure Counsel), trustee fees, if any, paying agent/bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi's underwriting fee shall not exceed 1.25% of the proceeds of the Bonds.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bonds are issued as tax-exempt or tax-advantaged obligations, this requires that you comply with various federal tax law requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds and may cause you to become liable to the Internal Revenue Service and to the owners of the Bonds. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

The designation of Bernardi Securities as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

### **MSRB Rule G-17 Disclosures**

Certain disclosures relating to the Bonds are required by MSRB Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019). The following MSRB Rule G-17 conflict of interest disclosures are broken into three types including: (1) dealer-specific conflicts of interests disclosures (if applicable); (2) transaction-specific disclosures (if applicable); and (3) standard disclosures.

#### **1. Dealer-Specific Conflicts of Interest Disclosures:**

- Bernardi Securities is a full service securities firm and as such Bernardi Securities and its affiliates may from time to time provide brokerage and other services and products to municipalities, other institutions, and individuals, including the Issuer, certain Issuer officials and employees, and potential purchasers of the Bonds. If these services are rendered, Bernardi Securities may receive customary compensation, however, such services are not related to the proposed offering of the Bonds.
- In the ordinary course of fixed income trading business, Bernardi Securities may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal bonds, for its own account and for the accounts of customers, including its employees and their family members, where Bernardi Securities may receive a mark-up or mark-down. Such investments and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer.
- Bernardi Securities has not identified any additional potential or actual material conflicts that require disclosure to you. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

## 2. Transaction Specific Disclosures

- *Disclosures Concerning Complex Municipal Securities Financing:*
  - We have not recommended a financing structure to you that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17. However, we have attached a general description of the financial characteristics and security structures of fixed rate municipal bonds, as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that the Issuer should consider before issuing the Bonds.

## 3. Standard Disclosures

- *Disclosures Concerning the Underwriter’s Role:*
  - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Bernardi Securities will maintain integrity in the municipal securities market by adhering to the highest ethical standards. All gifts & gratuities will be directed to and from Bernardi Securities and no payments will be directed to a registered representative directly. All gifts to or from an issuer will be limited to \$100 annually. An exception from the \$100 annual limit is allowed for “normal business dealings” which includes reasonable entertainment hosted by Bernardi Securities where Bernardi Securities or a representative of Bernardi Securities will accompany the issuer. A registered principal of Bernardi Securities will review and approved all gifts and entertainment prior to ensure they may not be deemed excessive or lavish.
  - Bernardi Securities will only serve as an underwriter. As Underwriter, our primary role is to purchase the Bonds with a view to distribution in an arm’s length commercial transaction with the Issuer. It is important for you to understand that, in this role, Bernardi Securities has financial and other interests that differ from yours.
  - The Issuer has not requested and does not request a dedicated retail order period. Bernardi Securities will follow any retail order period as agreed upon with the issuer. If Bernardi Securities would like to allocate securities in a way that is inconsistent with the agreed upon retail order period requirements, Bernardi Securities must obtain prior written consent from the issuer. If the firm has agreed to underwrite a transaction with a retail order period, Bernardi Securities will take reasonable measures to ensure that retail clients are bona fide.
  - Unlike a municipal advisor, as an Underwriter, we do not have a fiduciary duty to the Issuer under the federal securities laws and, therefore, are not required by federal law to act in the best interests of the Issuer without regard to our

own financial or other interests. At the Issuer's request, Bernardi Securities may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities would be providing such services only in its capacity as an Underwriter and not as a municipal advisor to the Issuer.

- You may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
  - Our duty to purchase the Bonds from you at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.
  - We will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction. The review of the official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.
- *Disclosures Concerning Underwriter's Compensation:*
    - Bernardi Securities will be compensated by an underwriting fee, the exact amount of which will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee will be contingent on the closing of the transaction and as set forth above, the amount of the fee will be based on a percentage of the principal amount of the Bonds and premium, if applicable. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since Bernardi Securities may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction is larger than is necessary.

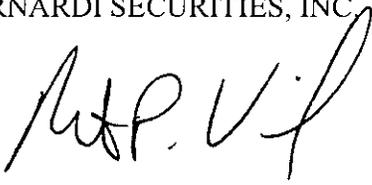
Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as well as a general description of certain financial risks.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed Bond offering.

The Issuer understands the primary contact for this process will be Robert P. Vail.

Please indicate your acknowledgement and acceptance of the foregoing matters and return an executed copy of this letter to us. We look forward to working with you on this transaction.

BERNARDI SECURITIES, INC.



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

Name: Robert P. Vail

Title: Senior Vice President

ACCEPTED BY:

Village of Steger, Will & Cook Counties, Illinois

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

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

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

Village of Steger, Will and Cook Counties, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2026

February 27, 2026 |

**RISK DISCLOSURES PURSUANT TO MSRB RULE G-17**

**FIXED RATE BONDS  
(THAT ARE NOT “COMPLEX MUNICIPAL SECURITIES FINANCINGS”)**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“*Fixed Rate Bonds*”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

**FINANCIAL CHARACTERISTICS**

***Maturity and Interest.*** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to

mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

## SECURITY

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

**General Obligation Bonds.** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below).

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Limited Bonds.** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled"

bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending not earlier than 18 months previous to the time of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

***Debt Certificates.*** You may issue “debt certificates” to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the “*Work Contracts*”), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

***Special Service Area Bonds.*** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service

area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

**Revenue Bonds.** “Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds), may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

**Tax Increment Financing.** Tax increment financing provides a means for municipalities, after the approval of a “redevelopment plan and project,” to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the

redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a “backdoor,” rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality’s full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a “revenue source” and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

## **FINANCIAL RISK CONSIDERATIONS**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you

may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

***Redemption Risk.*** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

***Reinvestment Risk.*** You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage.”

***Tax Compliance Risk.*** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Received and read by:

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

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

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

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