Attached is the agenda packet for the December 5th, 2022 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Village Board meeting will begin at 7:00 PM. With the new Village Board meeting format, all discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.

Please contact the Mayor if you have any questions or if you wish to attend the meeting electronically.

James McDonald, Mayor Mary Konrad, Clerk Stacy Michael, Treasurer



Trustees: Allena Barbato Jake Cramond Karen Harms Jeff Nielsen Tom O'Reilly Doug Savell

AGENDA VILLAGE OF LAKE VILLA December 5, 2022 7:00 pm

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance
- 4. Public Comment
- 5. Approval of the Minutes of November 21, 2022
- 6. Accounts Payable December 5, 2022
- 7. Mayor
- 8. Village Board Reports
- 9. Staff Reports
- 10. Old Business
 - a. Ordinance 2022-12-01: Tax Levy Ordinance (First & Final Reading)
 - b. <u>Ordinance 2022-12-02:</u> Establishing a Vehicle Leasing Program with Enterprise Fleet Management, Inc.
 - c. <u>Discussion and Approval:</u> Recommendation Relative to Vacant Fleet Mechanic Position
- 11. New Business
 - a. Acceptance: Calendar Year 2023 Public Meeting Dates
- 12. Executive Session
- 13. Adjournment

65 Cedar Avenue P.O. BOX 519 Lake Villa, Illinois 60046 (847) 356-6100 www.lake-villa.org

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James McDonald, Mayor Mary Konrad, Clerk Stacy Michael, Treasurer



Trustees:
Allena Barbato
Jake Cramond
Karen Harms
Jeff Nielsen
Tom O'Reilly
Doug Savell

DATE: December 5, 2022

TO: Village Board of Trustees

FROM: Michael Strong

Village Administrator

RE: Agenda Transmittal

Old Business:

a. Ordinance 2022-12-01: Tax Levy Ordinance (First & Final Reading)

Staff Contact: Stacy Michael, Administrative Services Director

Village Staff requests approving the first and final reading of an Ordinance establishing the 2022 property tax levy. The annual tax levy must be filed with the County Clerk by the last Tuesday in December. Real estate taxes are a significant portion of the Village's total revenue each year, accounting for over 25% of the General Fund revenue.

On November 21, the Village Board proposed to increase the tax levy for 2022 by 2.5% along with new growth/construction (.3019%). A summary of the proposed levy is as follows:

	Proposea			
Fund	2022 Levy	2021 Extension	\$ Change	% Change
General Corporate	458,555	386,143	72,412	
Total Police Protection	482,454	481,001	1,453	
Total Street & Bridge	118,001	117,646	355	
IMRF Municipal Retirement	55,497	55,330	167	
Social Security	179,012	178,473	539	
Liability Insurance	170,007	169,495	512	
Audit	-	10,001	(10,001)	
Police Pension	835,122	828,598	6,524	
Unemployment Insurance	-	102	(102)	
PTAB/CE Recapture		9,209	(9,209)	
Grand Total Levy	2,298,648	2,235,997	62,651	2.80%

The proposed tax levy for 2022 reflects a 2.8% increase over the 2021 tax levy extension for the Village. However, accounting for the anticipated increase in Equalized Assessed

65 Cedar Avenue P.O. BOX 519 Lake Villa, Illinois 60046 (847) 356-6100 www.lake-villa.org

Valuation for the Village, the Village's tax rate is anticipated to decrease by 4.96% compared to 2021. As a result, **the average resident (\$400,000 home)** is **projected to see a savings of \$64 or under 5%** for municipal portion of their bill which accounts for 8.7% of their total property tax bill. A copy of the Ordinance establishing the 2022 Tax Levy is included on **page 18**.

<u>Suggested Motion:</u> Motion to waive first reading and grant final approval of an Ordinance Establishing the 2022 Tax Levy

b. <u>Ordinance 2022-12-02:</u> Establishing a Vehicle Leasing Program with Enterprise Fleet Management, Inc.

Staff Contact: Michael Strong, Village Administrator

Village Staff requests approval of an Ordinance establishing a vehicle leasing and replacement program with Enterprise Fleet Management, Inc. for the acquisition of public service vehicles for the Village of Lake Villa. As presented during the Village Board meeting on November 7, Village staff has been exploring creative solutions to assist Village staff with addressing various acquisition and fleet management challenges.

Enterprise Fleet Management, Inc., offers a fleet management program whereby the Village could enhance cash flow while reducing the age of its fleet by shifting to a leasing program for small duty and patrol vehicles. Such arrangement offers the potential to save on equipment repairs, enhance fuel efficiency, improve vehicle safety and reduce acquisition costs. A memorandum outlining the leasing program is attached beginning on Page 25.

An Ordinance is attached beginning on **page 27** establishing a vehicle leasing and replacement program with Enterprise Fleet Management, Inc.

<u>Suggested Motion:</u> Motion to waive first reading and grant final approval of an Ordinance Establishing a Vehicle Leasing Program with Enterprise Fleet Management, Inc.

c. <u>Discussion and Approval:</u> Recommendation Relative to Vacant Fleet Mechanic Position

Staff Contact: Ryan Horton, Superintendent of Public Works

Village Staff is requesting direction from the Village Board regarding the vacant fleet Mechanic position, as introduced and presented on during the November 7 regular meeting. Since that meeting, Village staff have met with additional potential fleet services contractors, further explored labor and parts needs for preventative maintenance of heavy duty equipment and vehicles, and evaluated the local labor

market to determine potential staffing options the Village may consider to address current vehicle maintenance challenges.

Village Staff will present an update to the Village Board on these topics during the meeting on December 5.

New Business:

a. Acceptance: Calendar Year 2023 Meeting Dates

Staff Contact: Stacy Michael, Administrative Services Director

The Village Board will discuss and consider approval of the 2023 Village Board schedule of meetings. A few dates to make note of are, January 2nd and July 3rd are removed from the calendar in observation of New Year's Day and 4th of July holiday.

There are some suggested meeting date changes due to some of the Monday Village Board meetings falling on holiday's. The meeting on January 16th is moved to Tuesday, January 17th in observance of the Martin Luther King holiday. The February 20th meeting is moved to Tuesday, February 21st in observance of Presidents Day holiday. The meeting on June 19th is moved to Tuesday, June 26th in observance of Juneteenth. The meeting September 4th is moved to Tuesday, September 5th in observance of the Labor Day holiday.

January 9^{th} and July 10^{th} we are adding a Committee of the Whole meeting. March 13^{th} is the budget workshop.

<u>Suggested Motion</u>: Motion to approve calendar year 2023 Meeting Dates

VILLAGE OF LAKE VILLA VILLAGE BOARD REGULAR MEETING November 21st, 2022

Call to Order: Mayor McDonald called the meeting to at 7:00 p.m.

Present: Mayor McDonald, Clerk Konrad, Trustees: Harms, Nielsen, Barbato, O'Reilly,

Savell, Trustee Cramond via Video conference, Village Manager Strong,

Administrative Services Director Stacy Michael, Police Chief Tisinai, Public Works

Supervisors Ryan Horton and Jim Bowles.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0
ABSENT: 0
ABSTAIN: 0

ABSTAIN: 0 MOTION CARRIED

Public Comment: None

Mayor: November 26th will be the Holiday Parade and Tree Lighting ceremony with Ice

Sculptors. 9th Hour Brewing, Harbor Brewing and Daisy's will have refreshments available for purchase. Festivities begin at 5pm and post parade activities will be

held in the Lehman Park Pavilion.

Staff Reports: Chief Tisinai advised that the Police Department received a \$20,000 donation for the

K9 unit, which will help sustain the unit with the department. The department also received a \$1,000 donation from Walmart which will be used for the 'Shop-with-A Cop event scheduled for December 8th, 2022. Ofc. Demski, a recently certified DRE (Drug Recognition Expert) did a presentation demonstrating this valuable resources

for not only Lake Villa but all Lake County as well.

Minutes: It was moved by Trustee Harms and seconded by Trustee Savell to approve Village

Board Minutes for the November 7th, 2022 Village Board meeting minutes.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0
ABSENT: 0

ABSTAIN: 0 MOTION CARRIED

Finance: It was moved by Trustee Nielsen and seconded by Trustee Barbato to approve

November 21st, 2022 Accounts payable report in the amount of \$364,743.48

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0 ABSENT: 0 ABSTAIN: 0

MOTION CARRIED

New Business:

Resolution 2022-11-02: Reimbursement of Business District Project Costs for Harbor Brewing Company at 136 Cedar Ave

The Village board conferred on an economic incentive application (attached on page 23) from Vanzel LLC, d/b/a Harbor Brewing Company requesting economic incentive funding to support an extensive and final interior renovation of the existing commercial space located at 136 Cedar Ave. The Resolution would authorize a maximum reimbursement of the lesser of 25% of eligible improvement costs or \$127,875 (which includes a 10% contingency) for the renovation project. Village Staff is proposing that reimbursements be made via the Business District fund based on the scope of work proposed.

It was moved by Trustee Harms and seconded by Trustee O'Reilly to approve Resolution 2022-11-02 Authorizing the Reimbursement of Business District Project Costs to Vanzel LLC d/b/a Harbor Brewing Company at 136 Cedar Avenue, subject to final review of the form of agreement by the Village Attorney

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0 ABSENT: 0 ABSTAIN: 0

MOTION CARRIED

Old Business:

Ordinance 2022-11-03: Amending the Zoning Code Relative to "Adult Use Cannabis" Uses

The Village Board conferred on matters concerning Adult-Use Recreational Cannabis and related uses, under the Illinois Cannabis Regulation and Tax Act, a municipality may allow and recommendations by the Zoning Board of Appeals.

It was moved by Trustee Cramond and seconded by Trustee O'Reilly to grant final approval of an Ordinance amending the Zoning Code of the Village of Lake Villa to allow for certain Adult-Use Cannabis establishments within the Village as recommended by the Zoning Board of Appeals with restrictions of locations to SB, LI and LI (2)

ROLL CALL VOTE WAS:

AYES: 4 (Nielsen, O'Reilly, Cramond, McDonald)

NAYS: 3 (Barbato, Harms, Savell)

ABSENT: 0

ABSTAIN: 0 MOTION CARRIED

Ordinance 2022-11-04: Amending the Zoning Code Relative to "Massage Establishments" Uses

Village Board conferred on the proposed amendments recommended by the Zoning Board of Appeals that would create a new use definition for Massage Establishments and identify which zoning districts they would be allowed pursuant to a conditional use permit. No public testimony was presented to the Zoning Board of Appeals on the proposed amendments. The Board voted 5 to 0 to recommend approval of the amendments.

It was moved by Trustee Nielsen and seconded by Trustee Barbato to grant final approval of an Ordinance amending the Village Code Relative to Massage Establishments in the Village of Lake Villa as recommended by the Zoning Board of Appeals

ROLL CALL VOTE WAS:

AYES: 5 (Harms, Nielsen, Barbato, O'Reilly, Savell)

NAYS: 1 (Cramond)

ABSENT: 0 ABSTAIN: 0

MOTON CARRIED

Ordinance 2022-11-05: Imposition of a Municipal Cannabis Retailers' Occupation Tax

The Village Board conferred on required documents to establish a local Municipal Retailers' Occupation Tax within the Village pursuant to the Illinois Cannabis Regulation and Tax Act which authorizes a municipality to impose a tax on retail sales of cannabis, other than medical cannabis, at a rate that may not exceed 3%. Adoption of the Ordinance would provide for an effective date of July 1, 2023 and disbursement date of October 2023 (pending any cannabis business establishments opening within the Village at that time). Per direction, the Ordinance has been drafted to reflect the maximum 3% sales tax on these transactions.

It was moved by Trustee O'Reilly and seconded by Trustee Cramond to grant final approval of an Ordinance Amending Title 3 of the Village Code and Imposing a Municipal Cannabis Retailer's Occupation Tax within the Village of Lake Villa

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0 ABSENT: 0 ABSTAIN: 0

MOTION CARRIED

Adjournment:

It was moved by Trustee Nielsen and seconded by Trustee Harms to adjourn at 8:26 pm.

ROLL CALL VOTE WAS:

AYES: 6 (Harms, Nielsen, Barbato, O'Reilly, Cramond, Savell)

NAYS: 0 ABSENT: 0 ABSTAIN: 0 MOTION CARRIED

APPROVED BY ME THIS	December, 2022
JAMES MCDONALD, MAYO	DR
MARY KONRAD CLERK	

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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INVOICE

NUMBER	DESCRIPTION	AMOUNT
	P ENERGY AEP ENERGY	
BANK CODE: 4020		21 00
11222022-3984 11222022-3995	0 IL83 TFLT RT /25 LITE RT/25 683 BLAZING STAR DR	31.90 99.48
TOTAL B.	ANK CODE: 40208	131.38
TOTAL V	ENDOR AEP ENERGY AEP ENERGY	131.38
VENDOR CODE: AN BANK CODE: 4020	TAUT ANTIOCH AUTO PARTS	
236486	TRUCK #14 AND TRUCK 6	429.93
TOTAL B	ANK CODE: 40208	429.93
TOTAL V	ENDOR ANTAUT ANTIOCH AUTO PARTS	429.93
VENDOR CODE: AP BANK CODE: 4020	PMEC APPLE MECHANICAL INC 8	
34847	WATER WELL 5 -REZNOR HEATER	236.00
TOTAL B	ANK CODE: 40208	236.00
TOTAL V	ENDOR APPMEC APPLE MECHANICAL INC	236.00
VENDOR CODE: ARBANK CODE: 4020	EGLA AREA GLASS & MIRROR CO 8	
8324	WINDOW FOR TROLLEY	26.70
TOTAL B	ANK CODE: 40208	26.70
TOTAL V	ENDOR AREGLA AREA GLASS & MIRROR CO	26.70
VENDOR CODE: BL BANK CODE: 4020	UCRO BLUE CROSS/BLUE SHIELD 8	
12012022	BCBS DECEMBER 2022 COVERAGE	41,638.85
TOTAL B	ANK CODE: 40208	41,638.85
TOTAL V	ENDOR BLUCRO BLUE CROSS/BLUE SHIELD	41,638.85
VENDOR CODE: BU	REQU BURRIS EQUIPMENT CO.	
RC1016435-1		684.00
TOTAL B	ANK CODE: 40208	684.00
TOTAL V	ENDOR BUREQU BURRIS EQUIPMENT CO.	684.00
VENDOR CODE: CE BANK CODE: 4020	NLCJAWA CENTRAL LAKE COUNTY JAWA 8	
	NOVEMBER 2022	46,406.28
TOTAL B	ANK CODE: 40208	46,406.28

12/01/2022 02:34 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA EXP CHECK RUN DATES 11/22/2022 - 12/05/2022

BOTH JOURNALIZED AND UNJOURNALIZED

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INVOICE	
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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CEI	NLCJAWA CENTRAL LAKE COUNTY JAWA	
TOTAL VI	ENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA	46,406.28
VENDOR CODE: CES BANK CODE: 40208 LKV/093655 LKV/094035		39.15 8.55
TOTAL BA	ANK CODE: 40208	47.70
TOTAL VI	ENDOR CES CES	47.70
VENDOR CODE: CLA BANK CODE: 40208	ADAV CLARENCE DAVIDS & CO 8	
INV6940 INV6939	2022 WINTER ANNUALS/ 4 POTS VILLAGE HALL PLANTING BED AROUND DIGITAL SIGN FOR SPR	282.00 510.00
TOTAL BA	ANK CODE: 40208	792.00
TOTAL VI	ENDOR CLADAV CLARENCE DAVIDS & CO	792.00
VENDOR CODE: CLI BANK CODE: 40208	ESWE CLEAN SWEEP 8	
PS495346	STREET SWEEPING	2,700.00
TOTAL BA	ANK CODE: 40208	2,700.00
TOTAL VI	ENDOR CLESWE CLEAN SWEEP	2,700.00
VENDOR CODE: COM BANK CODE: 40208	MCAB COMCAST CABLE	
11292022-2963 11292022-2955	222 OAK KNOLL DR OFC 2 222 OAK KNOLL DR OFC	91.90 91.90
TOTAL BA	ANK CODE: 40208	183.80
TOTAL VI	ENDOR COMCAB COMCAST CABLE	183.80
VENDOR CODE: COM BANK CODE: 40208		
11222022-4047 11182022-3203	222 OAK KNOLL DR- UNIT A TFLT METERED 0 RT83	2,782.19 73.59
TOTAL BA	ANK CODE: 40208	2,855.78
TOTAL VI	ENDOR COMED COMED	2,855.78
VENDOR CODE: COMBANK CODE: 40208	NFS CONSERV FS, INC. 8	
102022127	874.9 GAL UNL GAS	3,468.09
102024620 102024621	627.6 GAL UNL GAS 443.1 GAL DIESEL	1,884.68 1,928.37
TOTAL BA	ANK CODE: 40208	7,281.14

12/01/2022 02:34 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022 BOTH JOURNALIZED AND UNJOURNALIZED

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NUMBER	DESCRIPTION	AMOUN!
VENDOR CODE: (CONFS CONSERV FS, INC.	
TOTAL	VENDOR CONFS CONSERV FS, INC.	7,281.14
VENDOR CODE: 0	CORMAI CORE & MAIN LP 208	
R973500 R977528	STOCK- WATER/SEWER SUPPLIES 2019 METER MATE	80.76 870.00
TOTAL	BANK CODE: 40208	950.76
TOTAL	VENDOR CORMAI CORE & MAIN LP	950.76
VENDOR CODE: 0 BANK CODE: 402	CRORES CROWN RESTROOMS 208	
PS501146	GLACIER PARK - UNIT RENTAL	167.24
TOTAL	BANK CODE: 40208	167.24
TOTAL	VENDOR CRORES CROWN RESTROOMS	167.24
VENDOR CODE: I BANK CODE: 402	DATINT DATA INTEGRATORS, INC. 208	
220205 220375 220374	NEWSLETTER/ UTILITY BILLING JUNE 2022 PRE PAID POSTAGE FOR 3 MONTHS FOR UB NEWSLETTER/ UTILITY BILLING OCTOBER & NO	30.81 3,100.00 430.33
TOTAL	BANK CODE: 40208	3,561.14
TOTAL	VENDOR DATINT DATA INTEGRATORS, INC.	3,561.14
VENDOR CODE: I	DEKCOM DEKIND COMPUTER CONSULTANTS 208	
34562 34619 34673	PRINTER MAINTENANCE KIT MONTHLY SERVICE FOR JANUARY 2023 OVERTIME HRS FOR NOVEMBER 2022	174.98 800.00 255.00
TOTAL	BANK CODE: 40208	1,229.98
TOTAL	VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS	1,229.98
VENDOR CODE: I	DYNENE DYNEGY ENERGY SERVICES	
306942722111	ELECTRIC SUPLLIER -NOVEMBER 2022	4,577.86
TOTAL	BANK CODE: 40208	4,577.86
TOTAL	VENDOR DYNENE DYNEGY ENERGY SERVICES	4,577.86
VENDOR CODE: E	EDECAS EDER, CASELLA & CO. 208	
48982	FOR PROFESSIONAL SERVICE RENDERED	12,700.00
TOTAL	BANK CODE: 40208	12,700.00

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022 BOTH JOURNALIZED AND UNJOURNALIZED

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INVOICE NUMBER DESCRIPTION	AMOUN
VENDOR CODE: EDECAS EDER, CASELLA & CO. TOTAL VENDOR EDECAS EDER, CASELLA & CO.	12,700.00
VENDOR CODE: FEDEX FEDEX	
BANK CODE: 40208 9-638-62821 OFFICE SUPPLIES	3.69
TOTAL BANK CODE: 40208	3.69
TOTAL VENDOR FEDEX	3.69
VENDOR CODE: FOXREC FOX RECOVERY & TOWING	
BANK CODE: 40208 4935 LIFT RENTAL RETURN	290.00
TOTAL BANK CODE: 40208	290.00
TOTAL VENDOR FOXREC FOX RECOVERY & TOWING	290.00
VENDOR CODE: GALL'S GALL'S, LLC	
BANK CODE: 40208 022332056 UNIFORM ALLOWANCE- ZACHARY BECK	118.00
TOTAL BANK CODE: 40208	118.00
TOTAL VENDOR GALL'S GALL'S, LLC	118.00
VENDOR CODE: GRAINGER GRAINGER BANK CODE: 40208	
9526122545 PET WASTE BAGS	187.30
TOTAL BANK CODE: 40208	187.30
TOTAL VENDOR GRAINGER GRAINGER	187.30
VENDOR CODE: HYDSER HYDRAULIC SERVICE & REPAIR INC	
BANK CODE: 40208 372730 TRUCK #8	1,058.73
TOTAL BANK CODE: 40208	1,058.73
TOTAL VENDOR HYDSER HYDRAULIC SERVICE & REPAIR INC	1,058.73
VENDOR CODE: ICOPS ICOPS	
BANK CODE: 40208 ICOPS 12012022 PAY PERIOD 11/12-11/25/2022	299.00
TOTAL BANK CODE: 40208	299.00
TOTAL VENDOR ICOPS ICOPS	299.00
VENDOR CODE: IDLELE IDLEWOOD ELECTRIC SUPPLY, INC.	
BANK CODE: 40208 844683 SHOP- LIGHT REPLACEMENT	675.00

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA EXP CHECK RUN DATES 11/22/2022 - 12/05/2022

BOTH JOURNALIZED AND UNJOURNALIZED

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NUMBER	DESCRIPTION	AMOUNA
	IDLELE IDLEWOOD ELECTRIC SUPPLY, INC.	
BANK CODE: 402 TOTAL	BANK CODE: 40208	675.00
TOTAL	VENDOR IDLELE IDLEWOOD ELECTRIC SUPPLY, INC.	675.00
	ILAWWA ILLINOIS SECTION AWWA	
BANK CODE: 402 200075427 200075428	WATER SEWER TRAINING	175.00 96.00
TOTAL	BANK CODE: 40208	271.00
TOTAL	VENDOR ILAWWA ILLINOIS SECTION AWWA	271.00
VENDOR CODE: 3	IMPCOU IMPRESSIONS COUNT 208	
PC-760	PARKS SUPPLIES	32.00
TOTAL	BANK CODE: 40208	32.00
TOTAL	VENDOR IMPCOU IMPRESSIONS COUNT	32.00
	JAMBAT JAMES P. BATEMAN, LTD.	
BANK CODE: 402 11072022-POLIC	208 CE POLICE PENSION MATTERS	273.85
TOTAL	BANK CODE: 40208	273.85
TOTAL	VENDOR JAMBAT JAMES P. BATEMAN, LTD.	273.85
VENDOR CODE: 1028	KUNCOU KUNES' COUNTRY 208	
56088	TRUCK # 16	775.15
TOTAL	BANK CODE: 40208	775.15
TOTAL	VENDOR KUNCOU KUNES' COUNTRY	775.15
	LCTREAS LAKE COUNTY TREASURER	
BANK CODE: 402 280207704	OCTOBER 2022 BUILDING SERVICES	5,786.16
TOTAL	BANK CODE: 40208	5,786.16
TOTAL	VENDOR LCTREAS LAKE COUNTY TREASURER	5,786.16
VENDOR CODE: 1 BANK CODE: 402	LGAUTO L.G. AUTOMOTIVE	
15289	SQUAD #282	343.67
TOTAL	BANK CODE: 40208	343.67
TOTAL	VENDOR LGAUTO L.G. AUTOMOTIVE	343.67

VENDOR CODE: MORSAL MORTON SALT

SALT

SALT

TOTAL BANK CODE: 40208

BANK CODE: 40208 5190037522

5190037522

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022 BOTH JOURNALIZED AND UNJOURNALIZED

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BOTH OPEN AND PAID

	BOIR OPEN AND PAID	
INVOICE NUMBER	DESCRIPTION	AMOUNT
	LVPOL LAKE VILLA POLICE PENSION FUND	
BANK CODE: 4 LVPOL 120120	0208 022 PAY PERIOD 11/12-11/25/2022	6,043.60
TOTA	AL BANK CODE: 40208	6,043.60
TOTA	AL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND	6,043.60
VENDOR CODE: BANK CODE: 4	MAGHAR MAGEE HARTMAN, P.C.	
	LEGAL SERVICES RENDERED FOR NOVEMBER 202	2,743.00
TOTA	AL BANK CODE: 40208	2,743.00
TOTA	AL VENDOR MAGHAR MAGEE HARTMAN, P.C.	2,743.00
VENDOR CODE: 8	MENANT MENARDS - ANTIOCH	
21543 21070 20785 20859 21006 21040 20768 21042	SHOP SUPPLIES PARK SUPPLIES PARK SUPPLIES- BLACK CABLE TIE PARKS SUPPLIES PARKS SUPPLIES PARKS SUPPLIES RETURN ON ORIGINAL INVOICE # 20859 PARKS SUPPLIES WATER SUPPLIES	90.82 182.07 29.99 158.89 36.66 (24.98) 94.36 26.92
TOTA	AL BANK CODE: 40208	594.73
TOTA	AL VENDOR MENANT MENARDS - ANTIOCH	594.73
VENDOR CODE: 8	MIDHOO MIDWEST HOOK N CHAIN	
0014	UNIFORM ALLOWANCE- RYAN, GLENN, KURT, DANTE	542.00
TOTA	AL BANK CODE: 40208	542.00
TOTA	AL VENDOR MIDHOO MIDWEST HOOK N CHAIN	542.00
VENDOR CODE: 8	MISC-MR T.O.P.S. IN DOG TRAINING CORP.	
11/29/2022	K-9 MAINT TRAINING FOR CONAN	350.00
TOTA	AL BANK CODE: 40208	350.00
TOTA	AL VENDOR MISC-MR T.O.P.S. IN DOG TRAINING CORP.	350.00

15

7,529.95

9,289.35

DB: Lake Villa

BANK CODE: 40208

CHRISTMAS PARADE

2938150-00

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022 BOTH JOURNALIZED AND UNJOURNALIZED Page: 7/8

BOTH OPEN AND PAID

INVOICE	
MIIMBED	

NUMBER	DESCRIPTION	AMOUNT
	MORSAL MORTON SALT VENDOR MORSAL MORTON SALT	16,819.30
VENDOR CODE: NBANK CODE: 402	MOTSOL MOTOROLA SOLUTIONS, INC.	
8281509609	VISTA WIFI WEARABLE MAGNETIC CENTER MNT	1,990.00
TOTAL	BANK CODE: 40208	1,990.00
TOTAL	VENDOR MOTSOL MOTOROLA SOLUTIONS, INC.	1,990.00
VENDOR CODE: 10 BANK CODE: 402	NACO NACO RETIREMENT SOLUTIONS 208	
	PAY PERIOD 11/12-11/25/22	2,628.46
TOTAL	BANK CODE: 40208	2,628.46
TOTAL	VENDOR NACO NACO RETIREMENT SOLUTIONS	2,628.46
VENDOR CODE: 0 BANK CODE: 402	OPTDIS OPTEC DISPLAYS, INC. 208	
	DATA PLAN RENEWAL 4GB- MANSION SIGN	710.00
TOTAL	BANK CODE: 40208	710.00
TOTAL	VENDOR OPTDIS OPTEC DISPLAYS, INC.	710.00
VENDOR CODE: 18 BANK CODE: 402	PACANASER PACE ANALYTICAL SERVICES, LLC 208	
19537731	WATER TESTING	466.98
TOTAL	BANK CODE: 40208	466.98
TOTAL	VENDOR PACANASER PACE ANALYTICAL SERVICES, LI	466.98
VENDOR CODE: 1	PERAUT PERFORMANCE AUTO REPAIR	
000022542	SQUAD #273	102.65
000022419	TRUCK # 15	406.00
TOTAL	BANK CODE: 40208	508.65
TOTAL	VENDOR PERAUT PERFORMANCE AUTO REPAIR	508.65
VENDOR CODE: 1028	PITBOWES PITNEY BOWES BANK IN PURCHASE POWER 208	
10252022-4297		251.10
TOTAL	BANK CODE: 40208	251.10
TOTAL	VENDOR PITBOWES PITNEY BOWES BANK IN PURCHASE	251.10
VENDOR CODE: F	REIINC REINDERS INC.	

184.08

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/22/2022 - 12/05/2022 BOTH JOURNALIZED AND UNJOURNALIZED Page: 8/8

NUMBER	DESCRIPTION	AMOUNT
	REIINC REINDERS INC.	
BANK CODE: 402 2938151-00	208 CHRISTMAS PARADE	322.60
2938100-00	LIGHTS	182.24
2938100-01	DROP SPREADER	141.36
TOTAL	BANK CODE: 40208	830.28
TOTAL	VENDOR REIINC REINDERS INC.	830.28
VENDOR CODE: 1 BANK CODE: 402	ROLCUS ROLLENE CUSTOMS 208	
837	SALT STORAGE LIGHT FIXTURE	225.00
TOTAL	BANK CODE: 40208	225.00
TOTAL	VENDOR ROLCUS ROLLENE CUSTOMS	225.00
VENDOR CODE: 5	TECAME TECHSTAR AMERICA CORPORATION	
45505	TONER	24.95
TOTAL	BANK CODE: 40208	24.95
TOTAL	VENDOR TECAME TECHSTAR AMERICA CORPORATION	24.95
VENDOR CODE: 7	TRASAF TRAFFIC SAFETY WAREHOUSE	
99336A	CROWCADE BARRICADE	600.00
TOTAL	BANK CODE: 40208	600.00
TOTAL	VENDOR TRASAF TRAFFIC SAFETY WAREHOUSE	600.00
VENDOR CODE: WANK CODE: 402	WARDIR WAREHOUSE DIRECT	
5360110-1	OFFICE SUPPLIES- HOT CUPS	11.52
5379225-0	OFFICE SUPPLIES - USB DRIVE	67.98
5373426-0	OFFICE SUPPLIES- INTER OFFICE MAILBOX	107.51
5384317-0	OFFICE SUPPLIES- PLANNER, PAPER. SHARPIE	121.03
5383068-0	OFFICE SUPPLIES- C-FOLD TOWELS	167.30
5383079-0	OFFICE SUPPLIES- TONER	88.10
TOTAL	BANK CODE: 40208	563.44
TOTAL	VENDOR WARDIR WAREHOUSE DIRECT	563.44
GRAND TOTAL:		172,605.58

ORDINANCE NO. 2022-12-01

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE VILLAGE OF LAKE VILLA, COUNTY OF LAKE, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2022 AND ENDING ON THE 30TH DAY OF APRIL, 2023

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF LAKE VILLA, ILLINOIS

THIS 5th DAY OF DECEMBER, 2022

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 5^{th} day of December, 2022.

ORDINANCE NO. 2022-12-01

AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE VILLAGE OF LAKE VILLA, COUNTY OF LAKE, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE $1^{\rm ST}$ DAY OF MAY, 2022 AND ENDING ON THE $30^{\rm TH}$ DAY OF APRIL, 2023

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: That the following sums aggregating FOUR HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS (\$458,555) or as much thereof shall be authorized by law, as heretofore appropriated for general corporate purposes to be collected from the taxes to be levied for the fiscal year commencing on the 1st day of May, 2022 and ending on the 30th day of April, 2023, be and the same are hereby levied upon all property subject to taxation within the Village of Lake Villa, County of Lake, State of Illinois, as the same is assessed and equalized for State and County purposes for the said current year:

I. GENERAL CORPORATE FUND LEVY (65 ILCS 5/8-3-1)

GENERAL CORPORATE FUND	2022- 2023 APPROPRIATION	LEVIED
TOTAL ADMINISTRATIVE	<u>\$ 685,111</u>	\$ 458,555
TOTAL BUILDINGS & GROUNDS	<u>\$ 223,353</u>	<u>\$</u>
TOTAL FOR GENERAL CORPORATE PURPOSES	\$ 908,46 <u>4</u>	<u>\$ 458,555</u>

SECTION 2: That the following sums aggregating ONE MILLION EIGHT HUNDRED FORTY THOUSAND NINETY-THREE DOLLARS (\$1,840,093) or as much thereof shall be authorized by law, as heretofore appropriated for special purposes to be collected from the taxes to be levied for the fiscal year commencing on the 1st day of May, 2022 and ending on the 30th day of April, 2023, be and the same are hereby levied upon all property subject to taxation within the Village of Lake Villa, County of Lake, State of Illinois as the same is assessed and equalized for State and County purposes for the said current year:

II. SPECIAL PURPOSES LEVIED IN ADDITION TO GENERAL CORPORATE LEVY

A. FOR POLICE PROTECTION 65 ILCS 5/11-1-3

APPROPRIATED LEVIED
TOTAL POLICE PROTECTION \$ 2,984,063 \$ 482,454

B. STREET AND BRIDGE TAX 65 ILCS 5/11-81-1 and 65 ILCS 5/11-81-2

	APPROPRIATED	LEVIED
TOTAL STREETS	<u>\$ 1,314,231</u> <u>\$</u>	118,001
C. ILLINOIS MUNICIPAL 40 ILCS	RETIREMENT FUND	
IMRF Fund		
For Contributions to Illinois Municipal Retirement Fun	d <u>\$ 63,628</u>	<u>\$ 55,497</u>
D. SOCIAL SECT 40 ILCS 5 Social Security Fund	URITY TAX	
For meeting costs of participating in the Federal Social Security Program, including but not limited to payment of Social Security Taxes for Village employees.		\$ 179,012
E. FOR LIABILITY INSURANCE A 745 ILCS	ND SELF-INSURANCE COSTS	;
Liability Insurance Fund	APPROPRIATED	LEVIED
Liability Insurance for the Village	\$ 269,100	\$ 170,007
F. MUNICIPAL AU 65 ILCS	UDITING TAX	
Auditors Fund		
For municipal audit, required by law	\$ 22,000	\$ -0-

G. FOR UNEMPLOYMENT INSURANCE COSTS 745 ILCS 10/9-107

Unemployment Insurance

For contributions to the Illinois Unemployment Insurance Fund	<u>\$ 20,000</u>	\$ -0-
	H. E PENSION COSTS .CS 5/3-125	
Police Pension Fund		
For Contributions to Police Pension Fund	<u>\$ 912,021</u>	\$ 835,122
TOTAL SPECIAL PURPOSE LEVIES	<u>\$ 5,790,285</u>	\$1,840,093
TOTAL LEVY		<u>\$2,298,648</u>

RECAPITULATION

Levied for General Corporate Fund\$ 458,555Levied for Special Funds\$ 1,840,093

TOTAL LEVY <u>\$ 2,298,648</u>

SECTION 3: That the aggregate total levy, including the corporate general levy as well as the separate individual authorized levies, totals TWO MILLION TWO HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS (\$2,298,648).

SECTION 4: That the unexpended balance of any item or items levied in and by this ordinance may be expended in making up any deficiency in any item or under the same general appropriation and levy for the same general purposes.

SECTION 5: The Village Clerk of the Village of Lake Villa, Illinois, is hereby directed to file a certified copy of this Ordinance with the County Clerk of the County of Lake, Illinois, as required by law.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 7: The Village Clerk is hereby directed to publish this ordinance in pamphlet form.

Passed by the Corporate Authorities on Dec	cember 5th, 2022, on a roll call vote as
follows: AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
	Approved by the Mayor on December 5 th , 2022.
	James McDonald
	Mayor, Village of Lake Villa
ATTEST:	
Mary Konrad, Village Clerk	
Published in pamphlet form this 6 th day of I	December, 2022.
[S E A L]	

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE OF VILLAGE CLERK

I, MARY KONRAD, certify that I am duly elected and acting Village Clerk of the Village of Lake Villa, Lake County, Illinois.

I further certify that on December 6th, 2022, the Corporate Authorities of such municipality passed and approved Ordinance No. 2022-12-01 entitled, "AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE VILLAGE OF LAKE VILLA, COUNTY OF LAKE, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2022, AND ENDING ON THE 30TH DAY OF APRIL, 2023," which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2022-12-01, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the municipal building, commencing on December 6th, 2022, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Lake Villa, Illinois, this 6th, day of December, 2022.

Mary Konra	ad, Village Clerk	

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE OF THE MAYOR OF THE VILLAGE OF LAKE VILLA, ILLINOIS

I, James McDonald, do hereby certify that I am the Mayor and presiding officer of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, and as such official, I do further certify that Ordinance No. 2022-12-01 entitled, "AN ORDINANCE PROVIDING FOR THE LEVY OF TAXES FOR THE VILLAGE OF LAKE VILLA, COUNTY OF LAKE, STATE OF ILLINOIS, FOR THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2022 AND ENDING ON THE 30TH DAY OF APRIL, 2023", a copy of which is attached hereto, was adopted pursuant to, and in all respects in compliance with, the provisions of Division 2 of Title 6 of Article 18 of the Illinois Property Tax Code, entitled "Truth in Taxation", including the estimate, notice and hearing requirements of Sections 18-60 through 18-85 (35 ILCS 200/18-55, et seq.).

IN WITNESS THEREOF, I hereunto affix my official signature and the seal of the Village this 6^{th} , day of December, 2022.

	JAMES McDONALD, Mayor Village of Lake Villa
ATTEST: Mary Konrad, Village Clerk Village of Lake Villa	
[SEAL]	



DATE: December 1, 2022

TO: Mayor James McDonald and Board of Trustees

FROM: Michael Strong, Village Administrator

RE: Vehicle Leasing Program with Enterprise Fleet Management

Action Requested

The Village Board of Trustees is asked to consider approval of an Ordinance Approving and Authorizing Execution of an Agreement with Enterprise Fleet Management, Inc. for Vehicle Leasing and Maintenance. Approval will authorize the Mayor to execute Agreements relative to the future leasing, resale, and maintenance of Village vehicles.

Background/Discussion

The Village owns and maintains over 60 vehicles and pieces of smaller equipment (e.g., mowers, generators, etc.) that are used to support various public works and public safety operations. During the November 7, 2022 Village Board Meeting staff presented an overview of the Village's fleet services program including vehicle acquisition, outfitting, preventative maintenance and disposal of Village vehicles. Village staff reviewed various challenges it has faced over the past two years, as a result of staffing shortages, equipment and repair issues, and supply chain challenges with procuring vehicles and reviewed different options for addressing these equipment and service needs.

One option that was presented was moving to a leasing program for vehicles which offers the benefits of improved cash flows, reduced maintenance costs, greater fuel efficiency, and enhanced vehicle safety features which all result from more frequent cycling of vehicles. The City of Crystal Lake, Villages of Algonquin, Oak Brook, Round Lake, and Round Lake Beach are examples of municipal service organizations that have entered into fleet leasing agreements.

During the meeting, an analysis was presented by Enterprise Fleet Management, Inc. ("EFM") to help inform the discussion. EFM was the selected vendor for the Sourcewell national joint bidding Fleet Management program (Contract #030122-EFM) that allows governmental entities, education, and non-profit organizations to partner together for the procurement of goods and services. The contracts available through Sourcewell provide the Village with access to EFM's fleet management services, open-end vehicle leases, maintenance management programs, and other related services with the exception of heavy duty equipment (e.g. plow trucks, bucket truck, excavators, etc.).

Upon EFM's analysis of the Village's current fleet, six (6) vehicles were identified as potential candidates under the first year of a vehicle leasing program:

- 2014 Ford F-250 3/4 Ton Pickup (2)
- 2004 Chevrolet Colorado Compact Pickup (1)
- 2014 Dodge Charger Full-size Sedan (1)
- 2017 Ford Utility Police Interceptor SUV (1)
- 2015 Dodge Charger Full-size Sedan (1)

These vehicles were selected based on their current usage, age, and resale value potential. Three vehicles included are utilized by the Public Works Department and three are utilized by the Police Department. Under the terms of a lease arrangement, the installation of needed aftermarket equipment would be coordinated by EFM, costs associated with the aftermarket equipment would be rolled into the vehicle's lease payments.

A monthly fixed maintenance cost is included in the lease price for the Public Works vehicles, which covers general maintenance and repairs of these vehicles. Leased vehicles under a fixed maintenance program would be taken to an authorized Enterprise dealership, auto repair, or roadside partner for repairs and preventative maintenance. Repair of aftermarket equipment, or tire replacements are not included in the maintenance plan.

Estimates for monthly lease costs for the vehicles is included below in Table 1, actual vehicle lease agreements and amounts would be brought back to the Village Board for approval along with a vehicle quotation outlining the terms and features for each. Lease payments would not commence until the Village took delivery of each vehicle, including the completion of any aftermarket outfitting and striping.

Staff recommends proceeding with a leasing program as outlined above, and has included an Ordinance for Village Board consideration authorizing the execution of various agreements to establish a leasing program with EFM.

Budget/Fiscal Impact

Village staff has reviewed internal service data, book values, and data provided by EFM and anticipates that shifting to a lease program would result in cost savings for the Village, as estimated in Table 1.

Table 1: Cashflow Comparison

			Monthly Lease Cost	Cash	
Vehicle Type	Year/Make/Model	Quantity	Estimate	Purchase	
3/4 Ton Pickup	2023 Chevrolet Silverado 2500HD	2	\$589	\$65,000	
1/2 Ton Pickup	2023 Chevrolet Silverado 1500	1	\$728	\$45,000	
Mid-size SUV	2023 Dodge Durango AWD	3	\$946	\$58,500	
Total by Quantity \$4,744					
Total Annual Payments – Year 1					
Total Cash Outlay to Purchase				\$350,500	
Total Cashflow Difference				\$293,572	

For the six vehicles proposed in Year 1, the Village is anticipated to save \$293,572 in total cashflow to lease these six vehicles in year 1. The cumulative payments over the life of the 60 month leases, would result in a net savings of \$65,860 to the Village.

Action/Recommendation

Village staff requests Village Board authorization of Ordinance 2022-12-02 Approving and Authorizing the Execution of a Master Equity Lease Agreement with Enterprise Fleet Management, Inc. for Vehicle Leasing

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2022-12-02

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A MASTER EQUITY LEASE AGREEMENT AND RELATED CONTRACT DOCUMENTS FOR THE PURCHASE AND/OR LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF LAKE VILLA, ILLINOIS

THIS 5TH DAY OF DECEMBER, 2022

Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 5th day of December, 2022.

ORDINANCE NO. 2022-12-02

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A MASTER EQUITY LEASE AGREEMENT AND RELATED CONTRACT DOCUMENTS FOR THE PURCHASE AND/OR LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

WHEREAS, the Corporate Authorities of the Village of Lake Villa (the "Village") deem it advisable and necessary for the health, safety, and welfare of the residents of the Village to provide for the purchase and/or lease of certain personal property in the nature of vehicles for use by the Village (the "Property"); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village is authorized to lease and/or purchase real and personal property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in monthly installments during a period of not exceeding twenty (20) years; and

WHEREAS, Enterprise FM Trust (also sometimes referred to herein as Enterprise Fleet Management) of St. Louis, Missouri is an authorized vehicle dealer and has agreed to finance the Village's 2022-2023 lease/purchase of Fleet Vehicles (the "Property"); and

WHEREAS, Enterprise Fleet Management has agreed to finance for the Village the lease/purchase of Fleet Vehicles, provided, however, simple interest per annum on the unpaid balance of any such lease(s) shall not exceed that allowed by 65 ILCS 5/11-61-3 and by 30 ILCS 305/2; and

WHEREAS, it is hereby estimated and determined that the Village does not presently have the funds to purchase the Property, but such funds shall in the future be available therefor; and

WHEREAS, previously, the Corporate Authorities of the Village have previously authorized the execution of agreements to participate in cooperative purchasing groups; and

WHEREAS, federal, state, and local government agencies have determined that utilizing cooperative purchasing and fleet management can save significant time and money by lowering the net vehicle cost(s); and

WHEREAS, the Village is a member of the Sourcewell Purchasing Cooperative, which permits public entities to purchase commodities and services according to contracts bid and negotiated by Sourcewell; and

WHEREAS, following a competitive proposal process, Sourcewell awarded a Fleet Leasing and Management Services contract (Contracts #060618-EFM) to Enterprise Fleet Management and Sourcewell followed the same process that the Village would follow for the public procurement, including publicly advertising the bid, analyzing the responses from any

proposers, and entering into a contract with the awarded vendor, Enterprise Fleet Management; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to participate in the cooperative buying program offered by Enterprise Fleet Management for the lease and/or purchase of Village vehicles in accordance with Sourcewell contracts #060618-EFM; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, State of Illinois, as follows:

SECTION 1: The Corporate Authorities of the Village hereby find that the foregoing recitals are true and correct and such recitals are incorporated into this Ordinance as findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of the Village hereby approve a Vehicle Fleet Management Program (the "VFM Program") with Enterprise Fleet Management for Village vehicles for a term of five (5) years, with an option to renew such Program for an additional five (5) years, provided, however, that any renewal of such VFM Program (and agreement(s) relating thereto) beyond the initial five (5) year term shall be subject to further review and approve of the Mayor and Board of Trustees.

SECTION 3: The Mayor or the Village Administrator are hereby authorized to execute on behalf of the Village: (1) a Master Equity Lease Agreement, (2) Addendum to Master Equity Lease Agreement, (3) Full Maintenance Agreement, and (4) Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management in substantially the forms which are attached hereto as Group Exhibit A as part of the VFM Program, with the Lessor subject to final review and approval of each by the Village Attorney.

<u>SECTION 4</u>: The Mayor and Board of Trustees of the Village hereby declare Village vehicles to be surplus when the Village Administrator determines that various Village-owned vehicles are hereby no longer necessary to the Village or otherwise need to be replaced for use by the Village. In making such determinations, the Village Administrator shall:

- A. Implement a lifecycle costing methodology for the Village's current vehicle fleet that will also consider the availability of appropriate replacement vehicles under the VFM Program and Village budget; and
- B. Annually deliver to the Village Mayor and Board of Trustees during the Village's annual appropriation and budget process a report on the VFM Program, including a summary of vehicles declared or anticipated to be declared "surplus" during the prior, current, and/or upcoming fiscal years; and
- C. As a result of determining whether any Village-owned vehicles are surplus, ensure that the cost of the VFM Program does not exceed the amount authorized in the Village budget for the respective current fiscal year (except that, if decisions regarding surplus and replacement vehicles must reasonably occur before the appropriation ordinance and budget for a fiscal

- year are approved, then the determination of surplus vehicles shall be based on the appropriation ordinance and budget for the prior fiscal year).
- Following the written determination by the Village Administrator that any Village vehicle is D. surplus, the Village Administrator shall cause such vehicle to be sold, with the proceeds from the sales of surplus vehicles to be applied toward the cost of the annual VFM Program.

SECTION 5: The Mayor, Village Administrator, and the Village Treasurer are each hereby authorized to take any actions necessary and/or essential to facilitate fleet leasing, fleet maintenance, and fleet rental during the term of the VFM Program and the terms of related agreements for the lease and/or purchase of vehicles for use by the Village. including the execution of any documents to carry out the purpose thereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval by three-quarters (3/4) of all of the Corporate Authorities, and publication in the manner provided by law.

Passed by a vote of at least three-quarters (3/4) of all of the Corporate Authorities then holding office on a roll call vote as follows:

AVEC.

AYES:	Trustees	
NAYS:		
ABSENT:		
ABSTAIN:		
		Approved by the Mayor on December 5th, 2022.
		James McDonald Mayor, Village of Lake Villa
ATTEST:		
Mary Konrac		
Village Clerk	ζ	



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _	day of	, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor")
and the lessee whose name and address is set forth on the	ne signature pag	ge 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 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. 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 within thirty (30) days 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 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.
- (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").

FM	Customer
	FM

- (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.
- 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 fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor a
- 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, use or operation of the Vehicles during the Term. 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 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 Alterations 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 Les
- (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).

Initials:	EFM	Customer
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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:

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Customer

- (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):

State of Vehicle Registration	Coverage
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

(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

lesignated by	Lessor as additiona	ii insureus and ioss paye	es, as their respecti	ive interests may appear.	. Further, each such i	nsurance policy musi	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 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: 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.
- 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 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; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement wit

Initials:	EFM	Customer

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. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. 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. 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 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.

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

		LESSOR:	Enterprise FM Trust
LESSEE:	Village of Lake Villa, Illinois	By:	Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature:	
Ву:		Ву:	Christopher Fry
Title:		Title:	Finance Director
Address:	65 Cedar Avenue	Address:	1200 Jorie Blvd
	PO Box 519		Ste 300
	Lake Villa, IL. 60046		Oak Brook, IL. 60523
Date Signed	d:,,	Date Signe	d: .

Initials: EFM_____ Customer____



CILL BARINTENANCE ACDEERSENT

FOLL MAINTENANCE ACICLIMENT
This Full Maintenance Agreement (this "Agreement") is made and entered into this day of, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Village of Lake Villa, Illinois ("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

r 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	
he 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	3
ight 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 o	or
ccessing the EFM Card. The EFM Card is non-transferable.	
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Initials: EFM

- 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:	Village of Lake Villa, Illinois	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
By:		Ву:	Christopher Fry
Title:		Title:	Finance Director
Address:	65 Cedar Avenue	Address:	1200 Jorie Blvd
	P.O. Box 519		Ste 300
	Lake Villa, IL. 60046-9072		Oak Brook, IL. 60523
Date Sign	ed:,,	Date Signed	d:,

Lessee

Initials: EFM



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as

"Enterprise Fleet Management" ("EFM"), and Village of Lake Villa, Illinois	_ (the "Company").
1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card	d is an electronic card and is located on the Efleets
mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in conne	ection with the vehicle maintenance program
(the "Program") for a 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 w	ill 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 Mainte	nance Management and Fleet Rental Agreement
(Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right	nt, to change the terms and conditions as set forth
in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the p	roperty 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. The EFM Card is non-transferable	ole. EFM will provide a driver information packet (the
"Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management	ent Program is subject to the terms and conditions of

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs 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.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage 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 service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. 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 for the Company.

- 3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.
- 4. RENTAL VEHICLES: The EFM Card allows the Company the option 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.
- 5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are 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, 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, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
- 6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will 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 such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

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This Agreement is entered into as of the ___

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- 7. 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 Company shall promptly notify EFM of any change in the Company's address.
- 8. FEES: EFM will charge the Company for the service under this Agreement \$\frac{6.00}{2.00}\$ per month per Card.
- 9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

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

COMPANY:	Village of Lake Villa, Illinois	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
Ву:		Ву:	Christopher Fry
Title:		Title:	Finance Director
Address:	65 Cedar Avenue	Address:	1200 Jorie Blvd
	PO Box 519		Ste 300
	Lake Villa, IL. 60046		Oak Brook, IL. 60523
Date Signed	i:,	Date Signe	d:,

nitials:	EFM	Company
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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 Village of Lake Villa, Illinois (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. <u>Additional Documentation</u> : Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. <u>Service Fee</u> : For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$\frac{400.00}{} or the maximum permitted by law ("Service Fee").

5. Time for Payment:

Enterprise shall have full discretion to accept any bid on a Vehicle.

(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.

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,

(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. 41

- 6. <u>Indemnification and Hold Harmless</u>: 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. <u>Risk of Loss</u>: 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. <u>Liens. Judgments. Titles and Defects</u>: 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. <u>Odometer</u>: 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. <u>Bankruptcy</u>: 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. <u>Compliance with Laws</u>: 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. <u>Insurance</u>: 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. <u>Term</u>: 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. <u>Modification</u>: 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. <u>Entire Agreement</u>: 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. <u>Liability Limit</u>: 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. <u>Authorization</u>: 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. <u>Independent Contractor</u>: 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. <u>Unsold Vehicles</u>: 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"		"CUSTOMER"
Signature:		Signature:
Printed Name:	Christopher Fry	Printed Name:
Title:	Finance Director	Title:
Date Signed:		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



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Village of Lake Villa, Illinois (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 wholelsale auctions; and			
B. The CUSTOMER is in the business of Government.			
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. <u>Power of Attorney</u> : 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. <u>Assignments</u> : Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.			
4. <u>Service Fee</u> : For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$\frac{400}{200}\$ ("Service Fee") plus towing at prevailing rates.			
5. <u>Sales Process</u> : 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. <u>Time for Payment</u> :			
(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.			

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.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales

7. <u>Indemnification and Hold Harmless</u>: 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. <u>Liens, Judgments, Titles and Defects</u>: 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. <u>Odometer</u>: 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. <u>Bankruptcy</u>: 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. <u>Compliance with Laws</u>: 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. <u>Insurance</u>: 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. <u>Term</u>: 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. <u>Modification</u>: 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. <u>Entire Agreement</u>: 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. <u>Liability Limit</u>: 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. <u>Authorization</u>: 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" Signature:		"CUSTOMER" Signature:
Printed Name:	Christopher Fry	Printed Name:
Title:	Finance Director	Title:
Date Signed:		Date Signed:,



AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S) RESOLVED. The undersigned hereby certifies (i) that he/she is the duly appointed_ (Title) for _ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized Village of Lake Villa, Illinois by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules: RESOLVED FURTHER, that: Print Name Print Name Title Print Name Print Name Title Print Name Print Name Title Rating Agency: Federal ID#: Bond Rating: RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM. I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company. Print Name Village of Lake Villa, Illinois Company Name Signature

ADDENDUM TO MASTER EQUITY LEASE AGREEMENT BETWEEN ENTERPRISE FM TRUST AND THE VILLAGE OF LAKE VILLA

This Addendum shall constitute an integral part of the "Master Equity Lease Agreement" dated
, 2022 (the "Addendum") between ENTERPRISE FM TRUST ("Enterprise") and the
VILLAGE OF LAKE VILLA ("Village") (Enterprise and the Village are sometimes collectively referred
to herein as "the Parties") and shall also constitute an integral part of the Contract Documents, and to the
extent this Addendum is inconsistent with such other Contract Document(s), this Addendum shall prevail
and control.

The Parties hereby agree that the Master Equity Lease Agreement shall be amended by the addition of the following provisions, which shall supersede and control over any provision of the Master Equity Lease Agreement and over any provision of the other Contract Document(s) which may be contrary thereto:

- (1) Notwithstanding anything contained in the Master Equity Lease Agreement between Enterprise FM Trust and the Village of Lake Villa to the contrary, the maximum interest rate in any lease between the Village of Lake Villa and Enterprise FM Trust shall not exceed that allowed by 65 ILCS 5/11-61-3 and by 30 ILCS 305/2.
- (2) Notwithstanding anything contained in the Master Equity Lease Agreement between Enterprise FM Trust and the Village of Lake Villa to the contrary, said Master Equity Lease Agreement and any other related contract documents shall be governed by Illinois law and proper venue for any action to interpret or enforce said Agreement shall be in the Circuit Court of Lake County, Illinois.
- (3) The parties will not be bound by Sourcewell pricing in cases where the Village of Lake Villa elects to purchase a specific vehicle because the lease interest rate would not be in compliance with Paragraph 1 above.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized officers as set forth below:

ENTERPRISE FM TRUST By: Enterprise Fleet Management, Inc., its Attorney in Fact	VILLAGE OF LAKE VILLA	
By: Christopher Fry Finance Director and Authorized Agent	By:	
ATTEST:	ATTEST:	
Its	Mary Konrad, Village Clerk	



2023 MEETING SCHEDULE

NAME COMMITTEE MEETING VILLAGE BOARD	<u>DATE</u> JANUARY 9 JANUARY 17	<u>TIME</u> 7:00 P.M. 7:00 P.M. (Tuesday)
VILLAGE BOARD	FEBRUARY 6	7:00 P.M.
VILLAGE BOARD	FEBRUARY 21	7:00 P.M. (Tuesday)
VILLAGE BOARD	MARCH 6	7:00 P.M.
COMMITTEE MEETING	MARCH 13	7:00 P.M.
VILLAGE BOARD	MARCH 20	7:00 P.M.
VILLAGE BOARD	APRIL 3	7:00 P.M.
VILLAGE BOARD	APRIL 17	7:00 P.M.
VILLAGE BOARD	MAY 1	7:00 P.M.
VILLAGE BOARD	MAY 15	7:00 P.M.
VILLAGE BOARD	JUNE 5	7:00 P.M.
VILLAGE BOARD	JUNE 26	7:00 P.M.
COMMITTEE MEETING	JULY 10	7:00 P.M.
VILLAGE BOARD	JULY 17	7:00 P.M.
VILLAGE BOARD	AUGUST 7	7:00 P.M.
VILLAGE BOARD	AUGUST 21	7:00 P.M.
VILLAGE BOARD	SEPTEMBER 5	7:00 P.M. (Tuesday)
VILLAGE BOARD	SEPTEMBER 19	7:00 P.M.
VILLAGE BOARD	OCTOBER 2	7:00 P.M.
VILLAGE BOARD	OCTOBER 16	7:00 P.M.
VILLAGE BOARD	NOVEMBER 6	7:00 P.M.
VILLAGE BOARD	NOVEMBER 20	7:00 P.M.
VILLAGE BOARD	DECEMBER 4	7:00 P.M.
VILLAGE BOARD	DECEMBER 18	7:00 P.M.

All of the above meetings will be held in the Village Hall located at 65 Cedar Avenue, Lake Villa, Illinois or via electronic means if permitted by the Opens Meeting Act.