



**AGENDA**  
**REGULAR VILLAGE BOARD MEETING**  
JUNE 20, 2023  
7:00 PM

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. APPROVAL OF MINUTES OF MAY 23, 2023**

**4. MAYOR & BOARD OF TRUSTEES' REPORT**

<b>5. ACCOUNTS PAYABLE WARRANT:</b>	MAY 31, 2023	\$ 4,946,550.40
	JUNE 06, 2023	\$ 297,717.42
	JUNE 20, 2023	\$ 499,596.82

**6. CONSENT AGENDA**

- a. Consideration of a request from Elk Grove Township, 600 Landmeier Road, to waive permit fees for the installation of a CCTV system in the amount of \$89.

(It has been past practice of the Village Board to grant fee waivers to governmental and non-profit organizations.)

(The Director of Community Development recommends approval.)

- b. Consideration of a request from the Elk Grove Farmers Market to waive business license fees for the 2023 farmers market taking place on the Municipal parking lot in the amount of \$100.

(Elk Grove Farmers Market is requesting a waiver for a general retail license fee (\$100) for its annual summer farmers market event for 2023.)

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)

(The Village Clerk recommends approval.)

- c. Consideration of a request from HCR ManorCare, located at 1940 Nerge Road, to waive FY 2023-24 business license fees in the amount of \$200.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.  
(The Director of Finance recommends approval.)

- d. Consideration of requests from the Elk Grove Park District, 499 Biesterfield Road, to waive permit fees for the following projects in the amount of \$591:
- Sealcoating and restriping the parking lot at Audubon Skate Park, 300 E. Elk Grove Boulevard, in the amount of \$143;
  - Sealcoating and restriping the parking lot at Pirates Cove, 901 Leicester Road, in the amount of \$349; and
  - Sealcoating and restriping the parking lot at Morton Park, 957 Brantwood Avenue, in the amount of \$99.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.)  
(The Director of Community Development recommends approval.)

- e. Consideration of a request from The Salvation Army, located at 1000 Pratt Boulevard, to waive FY 2023/24 vehicle sticker fees in the amount of \$1,475.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.  
(The Director of Finance recommends approval.)

- f. Consideration of a request from the Elk Grove Park District, located at 499 Biesterfield Road, to waive FY 2023/24 vehicle sticker fees in the amount of \$1,975.

(The Elk Grove Park District is seeking a waiver of FY 2023/24 vehicle sticker fees for 4 passenger vehicles (\$100), 14 Class-B trucks (\$750), 13 Class-D/F trucks (\$900), and 2 Class-H/J/K trucks (\$200) for a total waiver of \$1,975.

(It has been past practice of the Village Board to grant fee waivers for governmental and non-profit organizations.  
(The Director of Finance recommends approval.)

- g. Consideration to award a professional service contract to M.E. Simpson Co., Inc. of Valparaiso, IN, for fire hydrant flow testing in the amount of \$26,000 from the Water and Sewer Fund.

(A proposal was solicited from M.E. Simpson Co., Inc. of Valparaiso, IN, for fire hydrant flow testing.

(M.E. Simpson Co., Inc. will perform flow testing on approximately 500 fire hydrants in Elk Grove Village's water distribution system.

(M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to flow test hydrants in the water distribution system.

(The project will also include complete reporting of all issues found, with a final comprehensive report containing all hydrant flow data.

(The Director of Public Works recommends approval.)

- h. Consideration to waive the formal bidding process and award a purchase contract Gerald Ford of Aurora, IL, for the purchase of a Ford Transit Connect XL Van in the amount of

\$37,470 from the Water & Sewer Fund.

(Funds have been budgeted in the FY2023 and allocated into the FY2024 to replace truck #809, a 2013 Ford Transit Connect.

(The Ford Transit Connect XL Van is available from Gerald Ford of Aurora, IL, in the amount of \$37,470.

(There is no open contract for Ford Transit Connect XL Vans at this time.

(Gerald Ford is accepting orders to submit once the Ford order bank opens later this summer.

(Adequate funds are available in the Water & Sewer Fund.

(The Director of Public Works recommends approval.)

- i. Consideration to award a professional services contract to Engineering Enterprises, Inc. of Sugar Grove, IL for Professional Engineering Services to provide part-time, on-call water and sewer consulting services in the amount not to exceed \$40,000 from the Water and Sewer Fund.

(A proposal was solicited for professional engineering services from Engineering Enterprises, Inc. of Sugar Grove, IL, for Professional Engineering Services to provide part-time, on-call water and sewer consulting services.

(Engineering Enterprises, Inc. has successfully provided part-time on-call consulting services for several other municipalities in the Chicagoland area.

(Adequate funds are available in the Water and Sewer Funds.

(The Director of Public Works recommends approval.)

- j. Consideration to award a professional services contract to Homer Tree of Lockport, IL for the Silver Maple Removal contract in the amount of \$70,200 from the General Fund.

(On Thursday, May 25, 2023, the Village opened sealed bids for the Parkway Tree Maintenance & Silver Maple Removal contract.

(Five (5) contractors obtained bid packets, with three (3) contractors submitting a bid.

(The contract provides the necessary labor, materials and equipment for Silver Maple tree & stump removals throughout the Village.

(The initial term of the contract is from July 1, 2023 through April 30, 2024.

(The contract includes the option for four (4) annual renewals in one (1) year increments through April 30, 2028.

(The lowest responsive and responsible bid was received from Homer Tree of Lockport, IL in the amount \$70,200.

(Funds for the contract have been allocated in the Public Works General Fund.

(The Director of Public Works recommends approval.)

- k. Consideration to award a purchase contract through the Sourcewell Purchasing Cooperative to Reinders, Inc. of Sussex, WI for the purchase of a Toro Goundmaster 7210 with wire broom and snow blower attachments in the amount of \$77,833 from the FY24 Capital Replacement Fund.

(The Toro Goundmaster 7210 with wire broom and snow blower attachments is available through the Sourcewell Purchasing Cooperative from Reinders, Inc. of Sussex, WI in the amount of \$77,833.69.

(Adequate funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- l. Consideration of a request from Meet Chicago Northwest Convention Bureau for payment of annual dues for FY 2023-24 in the amount of \$97,807.91.

(The annual dues rate is based on 10% of the 4% hotel/motel taxes collected.

(Compared to the previous year, the dues for the Village to Meet Chicago Northwest have increased by \$18,324.67.)

- m. Consideration to waive the formal bidding process and award a purchase contract to EJ USA, Inc., of Pittsburgh, PA for sanitary manhole lids in the amount of \$100,000 from the Water And Sewer Fund.

(The Village has selected EJ USA Inc. as its only approved manufacturer of sanitary manhole lids.

(Recent sanitary manhole hole inspections have identified 500 defective manhole lids that are in need of replacement.

(This purchase is a direct buy from EJ USA Inc. and they have previously provided sanitary manholes for the Village.

(Funds are available in the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- n. Consideration to award a purchase contract through the Sourcewell Purchasing Cooperative to Lindco Equipment Sales, Inc. of Merrillville, IN for the purchase of a Ford F-550 dump truck with plow and spreader in the amount of \$143,524 from the Capital Replacement Fund.

(Funds have been allocated in the FY2024 Budget to purchase a Ford F-550 Dump Truck with plow and salt spreader.

(The Ford F-550 dump truck with plow and spreader is available through the Sourcewell Contract from Lindco Equipment Sales, Inc. of Merrillville, IN in the amount of \$143,524.

(Adequate funds are available in the Capital Replacement Fund.

(The Director of Public Works recommends approval.)

- o. Consideration to award a construction service contract to the lowest responsive and responsible bidder, Advanced Rehabilitation Technology of Bryan, OH for the 2023 Manhole Rehabilitation project in the amount of \$365,771.22 from the Water and Sewer Fund.

(On Tuesday, June 6, 2023, the Village opened sealed bids for the 2023 Manhole Rehabilitation project.

(The project includes installation of internal chimney seals, bench and chimney repairs, Obic manhole lining, television inspections, and a ten-year warranty.

(A total of two (2) contractors obtained contract documents, with one (1) submitting bids.

(The lowest responsive and responsible bid was received from Advanced Rehabilitation Technology of Bryan, OH for the amount of \$365,771.22 .

(Adequate funds are available in the Water and Sewer Fund.

(The Director of Public Works recommends approval.)

- p. Consideration to award a construction contract to the lowest responsive and responsible bidder, Rezzar Demolition, LLC of Crystal Lake, IL for demolition at 1900 Oakton Street

in an amount not to exceed \$397,025.

(On Thursday, June 1, 2023 the Village opened sealed bids for the Demolition Project located at 1900 Oakton Street.

(Eleven (11) contractors obtained bid documents and ten (10) bids were submitted.

(The lowest responsive and responsible bid was received by Rezzar Demolition, LLC of Crystal Lake, IL in the amount of \$397,025.

(Adequate funds are available in the Busse-Elmhurst Redevelopment Fund.

(The Director of Community Development recommends approval)

- q. Consideration to increase the contract with Banner Collective, LLC of Chicago, IL to implement the sponsorship program with a racing team for the 2023 Chicago NASCAR race to promote the Business Park in the amount of \$50,000 for a total contract amount of \$450,000 through the Busse/Elmhurst Redevelopment Fund.

(On October 25, 2022, the Village Board awarded a contract to Banner Collective, LLC of Chicago, IL for \$400,000 for professional services for the sponsorship of a racing team in the 2023 Chicago NASCAR race, including sponsorship negotiation and coordination of marketing materials and events. This agreement also includes payment of the sponsorship fee.

(The contract increase provides for media placements for commercials in support of this partnership and as part of this sponsorship and the promotion of the Business Park.

(Funds are available in the Busse/Elmhurst Redevelopment Fund.)

- r. Consideration to award a purchase contract through the Sourcewell Purchasing Cooperative to TransChicago Truck Group of Elmhurst, IL for the purchase of two (2) 2.5 ton Single Axle Dumps with plows and spreaders in the total amount of \$525,904 from the Water & Sewer Fund.

(Funds have been allocated in the FY2023 and FY2024 Budgets to replace truck #822, a 2007 International 7400 and truck #818, a 2009 International 7400.

(The 2.5 ton Single Axle Dumps with plows and salt spreaders are available through the Sourcewell Purchasing Cooperative from TransChicago Truck Group of Elmhurst, IL in the amount of \$262,952 each.

(Adequate funds are available in the Water & Sewer Fund.)

(The Director of Public Works recommends approval.)

- s. Consideration to award a construction contract to Globe Construction, Inc. of Addison, IL, for the 2023 Village-Wide Concrete Replacement Program in an amount not to exceed \$550,000 from the Capital Project and Water & Sewer Funds.

(On Tuesday, June 6, 2023, the Village opened sealed bids for the 2023 Village-Wide Concrete Replacement Program.

(The lowest responsive and responsible bid was received from Globe Construction Inc. of Addison, IL.

(Adequate funds are available in the Capital Project and Water & Sewer Funds.

(The Director of Public Works recommends approval.)

- t. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to operate an indoor recreational facility for the purpose of operating a martial arts studio in a portion of the building at 1651 Lively

Boulevard in the I-2 Industrial District.

(1651 Lively LLC is petitioning the Village for a Special Use Permit to use a portion of the building at 1651 Lively Boulevard as a martial arts studio.

(The date for a Public Hearing has not been established.)

- u. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a petition for a Special Use Permit for auto repair at 670 Lunt Avenue in the I-1 Industrial District.

(3J Auto Body Inc. is petitioning the Village for a Special Use Permit for auto repair at 670 Lunt Avenue.

(The date for a Public Hearing has not been established.)

- v. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for Annexation and Petition for Resubdivision of the properties at 700-905 Roppolo Drive, 802-901 Richard Lane, 2110 Landmeier Road, and 701-913 Dierking Terrace, as well as a Petition for Special Use to operate an electric substation on the proposed lot 4, along with associated variations.

(Stream Data Centers has petitioned the Village for annexation and resubdivision of the properties at 700-905 Roppolo Drive, 802-901 Richard Lane, 2110 Landmeier Road, and 701-913 Dierking Terrace for the purpose of redeveloping the subject properties into a data center campus.

(Stream Data Centers has also petitioned for a Special Use Permit to construct an electric substation.

(The Petitioner initially intends to resubdivide the properties to one (1) lot and is also submitting a preliminary plat of subdivision to create four (4) lots in the future to build a campus with three (3) data center facilities and one (1) electric substation.

(The date for a Public Hearing has not been established.)

- w. Consideration to adopt Ordinance No. 3815 making it unlawful to be a spectator at or encourage the gathering of spectators at street races or street sideshows in the Village.

(The Police Department has discovered that there has been an increase in the number of street races and street sideshows in the northwest suburbs.

(The Police Department is requesting consideration to adopt this Ordinance to curb people gathering as spectators of street races or street sideshows in the Village.

(The Village Attorney prepared the attached ordinance for consideration.)

- x. Consideration to adopt Ordinance No. 3816 amending Section 6-13-1 of the Village Code regarding the seizure of vehicles used in connection with certain statutory violations by adding thereto additional qualifying violations.

(Due to an unforeseen increase in certain vehicular offenses - namely fleeing or attempting to elude a peace officer, street racing, street side shows and aggravated reckless driving, the Police Department is requesting consideration for this ordinance as it will help Officers curb vehicles fleeing from traffic stops.

(The Village Attorney prepared the attached ordinance for consideration.)

- y. Consideration to adopt Ordinance No. 3817 authorizing the Mayor to execute a revised Master Intergovernmental Agreement between the Illinois Mutual Aid Box Alarm System

(MABAS) and the Village of Elk Grove Village to continue participation in fire and emergency service mutual aid.

(The Elk Grove Village Fire Department is an original participant in the Illinois Mutual Aid Box Alarm System (MABAS).

(Mutual aid allows Fire Departments to work cohesively together in providing assistance to one another when an emergency event overwhelms the resources of a single department.

(The governing body of MABAS has asked all participants to re-adopt the Master Agreement, which now addresses aid across state lines.

(Continued participation in MABAS is an invaluable tool for intergovernmental cooperation.

(The Acting Fire Chief recommends approval.)

- z. Consideration to adopt Resolution No. 31-23 authorizing the Mayor to execute an Intergovernmental Agreement between the Village of Itasca and the Village of Elk Grove Village for cost sharing and maintenance of a decorative crosswalk at Park Boulevard and Devon Avenue.

(The Village of Itasca has prepared an Intergovernmental Agreement to outline the cost share and maintenance responsibilities for their Devon Avenue, Park Boulevard, & Pierce Road project to be executed by and between the Village of Itasca and the Village of Elk Grove Village.

(The Village's only cost participation is to cover the cost to remove the existing brick paver crosswalk, widen the crosswalk to accommodate a future eight (8) foot wide path, and replace it with a decorative crosswalk.

(The Village's total cost share for the project is estimated as seven thousand sixty-eight dollars (\$7,068).

(The Director of Public Works has recommended approval.)

## **7. REGULAR AGENDA**

### **8. PLAN COMMISSION - Village Manager Roan**

- a. PC Docket #23-5 - Consideration of a petition submitted by IL\_720 Rohlwing Rd. LLC for an annexation, rezoning from R-2 to O-T, and a special use permit to construct two new radio towers to replace existing towers; construct three data center structures and an ancillary electrical substation; and construct pickle ball courts, which will be operated for public use by the Elk Grove Park District at 720 Rohlwing Road. (PH 06-05-23)
- b. Consideration of a petition submitted by Riverpoint Property Trust, LLC for Rezoning from I-2 to I-1 for property located at 751 Pratt Boulevard. (A Public Hearing date is yet to be established.)

### **9. ZONING BOARD OF APPEALS - Village Manager Roan**

- a. ZBA Docket 23-3 - Consideration of a petition submitted by Donald Dixon, Gewalt Hamilton Associates, Inc. representing Equinix, for a variation from the Elk Grove Village Zoning Ordinance as it pertains to permitted number of buildings, allowable building height, number of loading spaces, and height of fences in industrial zoning

districts for property located at 1905 & 2001 Lunt Avenue. (PH 06-08-23)

- 10. RECYCLING & WASTE COMMITTEE** - Trustee Franke
  - a. Sustainability Plan
- 11. JUDICIARY, PLANNING AND ZONING COMMITTEE** - Trustee Prochno
- 12. CAPITAL IMPROVEMENTS COMMITTEE** - Trustee Schmidt
- 13. CABLE TELEVISION COMMITTEE**
- 14. YOUTH COMMITTEE** - Trustee Franke
- 15. INFORMATION COMMITTEE** - Trustee Miller
- 16. BUSINESS LEADERS FORUMS** - Trustee Schmidt
- 17. HEALTH & COMMUNITY SERVICES** - Trustee Prochno
- 18. PERSONNEL COMMITTEE** - Trustee Franke
- 19. AIRPORT UPDATE** - Mayor Johnson
- 20. PARADE COMMITTEE** - Mayor Johnson
- 21. MID-SUMMER CLASSICS CONCERT SERIES UPDATE** - Mayor Johnson
- 22. SPECIAL EVENTS COMMITTEE** - Mayor Johnson
- 23. LIQUOR COMMISSION** - Mayor Johnson
- 24. REPORT FROM VILLAGE MANAGER**
- 25. REPORT FROM VILLAGE CLERK**
- 26. UNFINISHED BUSINESS**
- 27. NEW BUSINESS**
- 28. PUBLIC COMMENT**
- 29. ADJOURNMENT**

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE MAKING IT UNLAWFUL TO BE A SPECTATOR AT OR ENCOURAGE THE GATHERING OF SPECTATORS AT STREET RACES OR STREET SIDESHOWS IN THE VILLAGE**

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**WHEREAS**, the Police Department has advised the Mayor and Board of Trustees of an increase in the number of street races and street sideshows in the Village, as same are defined in the Illinois Vehicle Code (625 ILCS 5/11-506); and

**WHEREAS**, while engaging in the activity of the street racing or street sideshows is unlawful under the Illinois Vehicle Code, being a spectator at or encouraging the gathering of spectators at such events is not so regulated but is a major concern of the Police Department as being detrimental to the safety and well-being of the residents of the Village; and

**WHEREAS**, as a result, the Police Department has recommended that the Board of Trustees consider adopting an Ordinance prohibiting spectator activity in the Village relating to street races and street sideshows; and

**WHEREAS**, the Mayor and Board of Trustees after having considered the recommendation of the Police Department, find and believe that making certain spectator activity at street races and street sideshows unlawful is in the best interests of the village.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois as follows:

**Section 1:** That Chapter 3, General Traffic Provisions, of Title 6 of the Village Code be and the same is hereby amended by adding thereto the following:

6-3-14 Spectator Activity at Street Races and Street Sideshows

A. It shall be unlawful for any person to:

(1) Be knowingly present as a spectator at a Street Race or a Street Side Show, as defined in the Illinois Vehicle Code, 625 ILCS 5/11-506, anywhere in the Village.

(2) Be knowingly present as a Spectator where preparations are being made for a Street Race or Street Sideshow, as defined in the Illinois Vehicle Code, 625 ILCS 5/11-506, anywhere in the Village.

(3) Nothing in this Section shall prohibit a peace officer or their agents who are acting in the course of their official duties from being spectators at a Street Race or Street Sideshow or present at the location of the preparations for a Street Race or Street Sideshow, anywhere in the Village.

B. It shall be unlawful for any person to:

(1) Knowingly encourage, promote, instigate, assist, facilitate, aid or abet the gathering of persons as spectators at a Street Race or Street Sideshow, as same are defined in the Illinois Vehicle Code, 625 ILCS 5/11-506, anywhere in the Village.

(2) Knowingly encourage, promote, instigate, assist, facilitate, aid or abet the gathering of persons as spectators where preparations are being made for a Street Race or Street Sideshow, as same are defined in the Illinois Vehicle Code, 625 ILCS 5/11-506, anywhere in the Village.

C. Penalties – Any person violating any of the provisions of this section shall be subject to a fine of not less than twenty-five dollars (\$25.00) nor more than five-hundred dollars (\$500.00) for each offense, and a separate offense be deemed committed on each day during or on which the violation occurs.

**Section 2:** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

**Section 3:** That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

**PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 6-13-1 OF THE VILLAGE CODE REGARDING THE SEIZURE OF VEHICLES USED IN CONNECTION WITH CERTAIN STATUTORY VIOLATIONS BY ADDING THERETO ADDITONAL QUALIFYING VIOLATIONS**

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**WHEREAS**, Section 6-13-1 of the Village Code authorizes the Village to seize and impound vehicles used in conjunction with certain statutory violations; and

**WHEREAS**, due to an unforeseen increase in certain vehicular offenses – namely fleeing or attempting to allude a peace officer, street racing, street side shows and aggravated reckless driving, the Police Department has recommended that the seizure of vehicles ordinance be expanded to include these offenses and the Mayor and Board of Trustees agree with that recommendation as being in the best interests of the village and that the Village Code be amended accordingly.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois as follows:

**Section 1:** That Section 6-13-1 of the Village Code be amended by adding thereto the following:

- D. Fleeing or attempting to elude a peace officer, 625 Illinois Compiled Statutes 5/11-204, an administrative penalty not to exceed five hundred dollars (\$500.00).
- E. Aggravated fleeing or attempting to elude a peace officer, 625 Illinois Compiled Statutes 5/11-204.1, an administrative penalty not to exceed five hundred dollars (\$500.00).
- F. Street racing, aggravated street racing, street sideshows, 625 Illinois Compiled Statutes 5/11-506, an administrative penalty not to exceed five hundred dollars (\$500.00).
- G. Reckless Driving, aggravated reckless driving, 625 Illinois Compiled Statutes 5/11-503, an administrative penalty not to exceed five hundred dollars (\$500.00).

**Section 2:** The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

**Section 3:** That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**

**PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A REVISED INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)**

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**WHEREAS**, the Village of Elk Grove Village has been participating in the Mutual Aid Box Alarm System (MABAS) to provide for communication procedures and other necessary functions for the purpose of protecting life and property from emergencies or disasters, said participation being pursuant to a contract for said purposes between the Village of Elk Grove Village and other municipalities; and

**WHEREAS**, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

**WHEREAS**, since the last revision of the Master MABAS Intergovernmental Agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several adjoining States; and

**WHEREAS**, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

**WHEREAS**, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the Mayor and the Board of Trustees of the Village of Elk Grove Village have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Board of Trustees of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois as follows:

**Section 1: INCORPORATION OF RECITALS** That the recitals set forth above are incorporated here by reference.

**Section 2: APPROVAL OF AGREEMENT** That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Village Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

**Section 3: REPEALER** All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

**Section 4: SEVERABILITY** This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

**Section 5: EFFECTIVE DATE** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

**VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_**

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023**

**APPROVED:**

\_\_\_\_\_  
**Mayor Craig B. Johnson**  
**Village of Elk Grove Village**

**ATTEST:**

\_\_\_\_\_  
**Loretta M. Murphy, Village Clerk**



STATE OF ILLINOIS            )  
  )  
COUNTY OF \_\_\_\_\_        )        SS

**VILLAGE CLERK'S CERTIFICATE**

I, Loretta M. Murphy, the duly qualified and acting Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)**

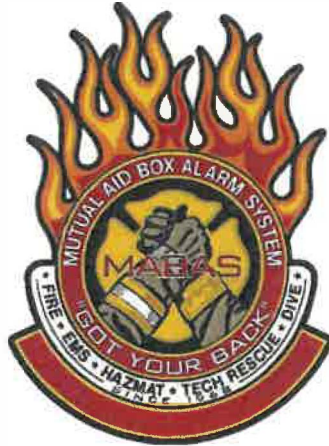
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which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 20<sup>th</sup> day of June, 2023.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 21<sup>st</sup> day of June, 2023.

\_\_\_\_\_  
Loretta M. Murphy, Village Clerk



# **MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT**

**As Approved by the MABAS Executive Board:  
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

**WHEREAS**, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

**WHEREAS**, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

**WHEREAS**, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

**WHEREAS**, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

**WHEREAS**, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

**WHEREAS**, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

**WHEREAS**, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

**WHEREAS**, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

**WHEREAS**, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

**WHEREAS**, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

**WHEREAS**, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

**WHEREAS**, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

**WHEREAS**, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

**WHEREAS**, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

**WHEREAS**, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

**WHEREAS**, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

**WHEREAS**, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

**WHEREAS**, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

**WHEREAS**, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

**WHEREAS**, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

#### **SECTION ONE - PURPOSE**

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

## **SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS**

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
  - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
  - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
  - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
  - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
  - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
  - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.



- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
- T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

### **SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID**

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

#### **SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT**

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

## **SECTION FIVE – COMPENSATION FOR AID**

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

### **SECTION SIX - INSURANCE**

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

## **SECTION SEVEN - LIABILITY**

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

## **SECTION EIGHT - CHAPTERS**

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

### **SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS**

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

### **SECTION TEN - DIVISIONS**

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

### **SECTION ELEVEN - TERM**

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

### **SECTION TWELVE - MISCELLANEOUS**

- A. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. **Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.



- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

### **SECTION THIRTEEN - AMENDMENT**

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

**SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS**

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

**SECTION FIFTEEN - APPROVAL**

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the \_\_\_\_\_, (Unit) this \_\_\_ day of \_\_\_\_\_, 202\_\_. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

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

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

Attest: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE VILLAGE OF ITASCA CONCERNING COST SHARING AND MAINTENANCE OF BRICK PAVER CROSSWALK AT PARK BOULEVARD AND DEVON AVENUE**

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NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

**Section 1:** That the Mayor be and is hereby authorized to sign the attached document marked:

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF ELK GROVE VILLAGE AND THE VILLAGE OF ITASCA  
CONCERNING COST SHARING AND MAINTENANCE OF  
BRICK PAVER CROSSWALK AT PARK BOULEVARD AND DEVON AVENUE**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

APPROVED:

\_\_\_\_\_  
Mayor Craig B. Johnson  
Village of Elk Grove Village

ATTEST:

\_\_\_\_\_  
Loretta M. Murphy, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN ELK GROVE VILLAGE AND THE  
VILLAGE OF ITASCA CONCERNING COST SHARING AND MAINTENANCE OF  
BRICK PAVER CROSSWALK AT PARK BLVD AND DEVON AVE**

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WHEREAS, the Village of Itasca (“Itasca”) and the Village of Elk Grove Village (“Elk Grove”) (jointly “Parties”) are units of local government; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, Itasca intends to improve the intersection of Park Boulevard and Devon Avenue (“Subject Intersection”); and

WHEREAS, Elk Grove owns and maintains the north leg of Park Boulevard, including a crosswalk across the north leg of Park Boulevard (“Crosswalk”); and

WHEREAS, Elk Grove requested that Itasca incorporate the removal of the existing brick pavers in the crosswalk across the north leg of Park Boulevard and replace it with Class D bituminous patch and decorative stamp crosswalk during Itasca improvements (“Project”); and

WHEREAS, Elk Grove and Itasca wish to enter into this Agreement to clarify the scope, costs, and future maintenance of these improvements.

**AGREEMENT**

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Parties as follows:

1. Incorporation of Recitals. The above recitals and Exhibits referenced herein are incorporated into and made a part of this Agreement.
2. Design Plans. Elk Grove has provided special provisions which have been incorporated into the design plans for the Project.
3. Third-Party Approval Needed. The Parties acknowledge and agree that the Project is subject to approval by the Cook County Division of Transportation and Highways (“CCDOTH”) and that this Agreement will become null and void if CCDOTH fail to approve the Project.
4. Itasca Obligations. Itasca will submit design plans which include the Project to CCDOTH for review and approval. If approved by CCDOTH, Itasca will be responsible for the Project, including any requests for bids, review of bids, contract negotiations and agreement(s), construction supervision, engineering, inspections, and permits.
5. Elk Grove Obligations. Elk Grove agrees to pay for all costs associated with the Project based on the contract bid prices and final construction costs for the Project. Upon completion of the Project, Elk Grove will be responsible for all inspections, maintenance, repairs, and replacement of the Crosswalk.

6. Each party represents to the other that:

- a. It has obtained all necessary approvals, consents and authorizations to enter into this Agreement;
- b. the person executing this Agreement on behalf of their party has the authority to do so;
- c. upon execution of this Agreement by the parties, it is valid and binding, enforceable in accordance with its terms; and
- d. the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

The parties hereby enter into this Agreement as of \_\_\_\_ of \_\_\_\_\_ 2023.

Village of Itasca

Village of Elk Grove Village

By: \_\_\_\_\_  
Name: Jeffery J. Pruyne  
Title: Village President

By: \_\_\_\_\_  
Name: Craig B. Johnson  
Title: Mayor

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

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

## EXHIBIT A

## ESTIMATE OF COST CONTRACT 61J12

Earth Excavation	4 CY	@	\$33.00/CY	= \$132.00
Brick Paver Removal	470 SF	@	\$2.00/SF	= \$940.00
Class C Patches, Type IV, 10 Inch	87 SY	@	\$70/SY	= \$6,090.00
Preformed Thermoplastic Pavement Marking (Special)	87 SY	@	\$138.00/SY	= \$12,006.00
Sidewalk Removal	200 SF	@	\$1.80/SF	= \$360.00
Portland Cement Concrete Sidewalk 5 inch	320 SF	@	\$10.50/SF	= \$3,360.00
Detectable Warnings	24 SF	@	\$28.00/SF	= \$672.00
Approx. Sub-Total				= \$23,560.00
				X 30% Local Match
<b>Approx. Elk Grove Total</b>				<b>= \$7,068.00</b>