



AGENDA
REGULAR VILLAGE BOARD MEETING
OCTOBER 10, 2023
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

INVOCATION (PASTOR JINTAEK CHUNG, TRINITY GOSPEL CHURCH)

3. APPROVAL OF MINUTES OF SEPTEMBER 26, 2023

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: SEPTEMBER 30, 2023 \$5,511,579.49
OCTOBER 10, 2023 \$ 376,649.42

6. CONSENT AGENDA

- a. Consideration of requests from the Elk Grove Park District, 499 Biesterfield Road, to waive permit fees for the following projects in the amount of \$1,479:
- Sealcoating and restriping the parking lot at Rainbow Falls, 200 Reverend Morrison Boulevard, in the amount of \$159;
 - Sealcoating and restriping the parking lot at Lions Park, 180 Lions Drive, in the amount of \$186;
 - Sealcoating and restriping the parking lot at the Elk Grove Park District Pavilion, 1000 Wellington Avenue, in the amount of \$364; and
 - Installing new drainage at Windemere Park, 1780 Longboat Drive, in the amount of \$770.

(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.)

- b. Consideration of a request to award a sole source contract for the purchase of Portable Wheel Load Weighers in the amount of \$31,385.

(The Police Department recommends awarding a sole source purchase contract to Walz Scales that will allow the Police Department to utilize six portable wheel load weighers to proactively enforce weight limits of commercial motor vehicles on Village roadways.

(Wheel-load weighers, or portable scales, will allow the Police Department to weigh and calculate the gross weight of commercial motor vehicles.

(The Police Department researched and identified Walz Scales as the only distributor in Illinois with portable scales with wheels to assist officers in moving the 44-pound scales from a patrol vehicle to the different wheels of a commercial motor vehicle.

(The wheels on the portable scales will allow officers to safely move the scales, reducing the potential for injury related to carrying heavy objects.

(The contract includes six portable wheel load weighers, leveling pads, a charging cable and interconnecting cables.

(The Director of Police recommends approval.)

- c. Consideration to award a professional services contract to McFarlane Douglass & Companies of Burr Ridge, IL for the design and installation of Holiday Lighting and Decoration Services at Village Gateway Signs and Fountains contract in the amount of \$43,755.25 from the General Fund.

(McFarlane Douglass & Companies submitted a proposal for the design and installation of holiday lighting and decorations for the Village's gateway signs and fountains.

(The proposal includes the design and installation of holiday lighting and decorations at twelve (12) Village locations.

(McFarlane Douglass & Companies has successfully provided landscape & holiday design and decorations services for a number of municipalities and private businesses throughout the Chicagoland area.

(Adequate funds are available in the General Fund.

(The Director of Public Works has recommended approval.)

- d. Consideration to adopt Resolution No. 50-23 to approve an Intergovernmental Agreement with School District 54 to provide a School Resource Officer to Mead Junior High School.

(District 54 desires to reestablish the presence of a School Resource Officer at Mead Junior High School.

(The Village and District 54 are interested in promoting the safety and security of the staff, students and school premises of District 54.

(The Director of Police recommends approval.)

- e. Consideration to approve Resolution No. 51-23 authorizing the Village to port tax increment among and between certain contiguous redevelopment project areas.

(Adoption of this Resolution will assist the Village in helping to successfully meet the goals of the redevelopment projects within the various TIF Districts.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. Consideration of petitions for annexation with designated zoning of I-2 Generalized Industrial, subdivision, special use and zoning variations submitted by TA Realty. (PH 9-25-23)
- 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. (Public Hearing date to be determined.)
- c. Consideration of 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. (Public Hearing date to be determined.)
- d. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for Rezoning, Special Use Permit for Planned Development, and Resubdivision to redevelop the site property located at the southeast corner of Arlington Heights Road and Higgins Road in the B-1 and B-3 District into a mixed-use development consisting of residential and commercial properties (Public Hearing date to determined).

9. ZONING BOARD OF APPEALS - Village Manager Roan

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 - Trustee Jarosch

14. YOUTH COMMITTEE - Trustee Bush

15. INFORMATION COMMITTEE - Trustee Miller

16. BUSINESS LEADERS FORUMS - Trustee Schmidt

17. HEALTH & COMMUNITY SERVICES - Trustee Prochno

18. PERSONNEL COMMITTEE - Trustee Schmidt

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.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SCHOOL DISTRICT #54

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 documents marked:

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR VILLAGE OF ELK GROVE VILLAGE SCHOOL RESOURCE OFFICER FOR SCHOOL DISTRICT #54

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 documents 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 PROVIDING FOR
VILLAGE OF ELK GROVE VILLAGE SCHOOL RESOURCE OFFICER
FOR SCHOOL DISTRICT # 54

THIS AGREEMENT is ENTERED INTO BY AND BETWEEN School District #54, Schaumburg, Illinois, Cook County, Illinois (hereinafter called "District 54") and the Village of Elk Grove Village, a body corporate and politic (hereinafter called Village").

WITNESSETH:

WHEREAS, District 54 desires to have a Village of Elk Grove Village School Resource Officer (S.R.O.) detailed to Mead Junior High School and other Elk Grove Village District 54 schools, on a contract basis; and

WHEREAS, the Village is willing to provide such an officer in exchange for the payment referenced in this Agreement; and

WHEREAS, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq (1992) authorizes and encourages intergovernmental cooperation; and

WHEREAS, both the Village and District 54 are interested in promoting the safety and security of the staff, students and school premises in District 54.

NOW, THEREFORE, in consideration of the premises, covenants, terms, and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1. Incorporation of Recitals

The foregoing recitals are incorporated into and made a part of this Agreement as if full set forth herein.

SECTION 2. Obligations and Responsibilities of the Village

2.0 Provide Village Police Officers to District 54 for Interview

The Elk Grove Village Police and School District 54 shall collaborate on selecting the actual Elk Grove Village Police Officer who will be assigned to Mead Junior High and other Elk Grove Village District 54 schools. The parties acknowledge that officers may change due to unforeseen circumstances, including promotion, retirement, and similar

circumstances, but every effort shall be made to have the same police officer from August until June of school year.

The Village shall provide the officers with the following qualifications:

State of Illinois Certified Police Officer

Juvenile Certification

Minimum 2 years of police service

Trained in gang resistance and alcohol/drug resistance curricula

Verbal, written and interpersonal skills including public speaking

Knowledge of, and experience in, matters involving cultural diversity

Educational background/experience

Must be able to function as a strong role model

2.1 Assignment of Village Police Officer to District 54

Following the selection of the officer, the Village shall assign to District 54 the officer to act as the School Resource Officer on issues of security and community education. However, the Village Police Officer will remain an employee of the Village and all personnel rules applicable to said Village Officer shall continue to apply to the officer and the officer will at all times abide by all personnel rules of the Village of Elk Grove Village and the Rules, Regulations, and General Orders of the Police Department.

2.2 Duties and Responsibilities of Village Police Officer

The Village Police Officer assigned to District 54 shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with the school administration and staff to plan and schedule appropriate lessons in gang/violence and drug and alcohol resistance education.
2. Teach lessons in gang/violence resistance and drug and alcohol resistance to all junior high school students.
3. Assist the curriculum department in evaluating curriculum units taught on gang/violence and drug/alcohol resistance education.
4. Actively participate on the District 54 Drug Advisory Committee.
5. Provide training for faculty and staff on the role of the police liaison as well as on topics of interest and importance to the staff related to her/his expertise.

Resource Responsibilities

1. Maintain office hours each day for consultation with students.
2. Work collaboratively with the PTA to arrange and participate in parent/community education sessions.
3. Interact with students as a positive role model during lunch and study hall periods.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at risk students.
5. Establish a working relationship with behaviorally at risk students.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Meet with school administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
3. Follow building and district behavior policies, using police authority in necessary situations.

Body Worn Camera (BWC)

The Elk Grove Village Police Department recognizes that the duties and working environment for School Resource Officers (SROs) are unique within law enforcement. It is recognized that SROs are required to maintain school safety while keeping the sanctity of the learning environment that the school provides. SROs are expected to continuously build trusting relationships with students and staff. They also have impromptu interventions with students to de-escalate arguments and conflicts. It is with this understanding that additional restrictions are placed on the SRO when using BWCs during school hours or events. BWCs shall always be activated when required by law. The BWC should not be activated when engaged in the following situations:

1. Conversations with students that are not related to a crime.
2. Meetings with staff in reference to delinquent behavior and developing response plans.
3. Informal relationship building conversations with students and staff.
4. Discussions and presentations for instructional purposes.

It is recognized that SROs often have conversations with students/staff that are unrelated to the investigation of a crime and fall under the definition of a community caretaking function. It is not appropriate to record these conversations as it diminishes the trust between the individual and the SRO.

Body Worn Camera videos shall remain the property of the Elk Grove Village Police Department.

The Officer shall service District 54 on a full time basis, and shall perform the above mentioned tasks with due diligence and to the best of her/his ability.

SECTION 3. Obligations and Responsibilities of District 54

District 54 will reimburse the Village for 9/12 of the cost of a Police Officer according to the following formula, attached hereto and marked Exhibit A, which may be reviewed, modified and/or changed on an annual basis. For purposes of reimbursement of cost, District 54 shall abide by the terms of the Collective Bargaining Agreement between the Village of Elk Grove Village and Chapter 141 of The Metropolitan Alliance of Police.

SECTION 4. Term

This agreement shall commence on August 1, 2023 and continue in full force and effect up to and including July 31, 2024, and thereafter shall be automatically renewed on an annual basis subject to the reimbursement provisions of Section 3 above. Either party may terminate this Agreement at any time during the term by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 5. Liability, Responsibility, and Authority

District 54 shall and hereby does indemnify and hold harmless the Village of Elk Grove Village and its officers or employees against any claims, demands, costs and expenses including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence of the Village and its officers or employees. The Village shall and does hereby indemnify and hold harmless District 54, its officers, and employees, against any claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands costs and expenses have not been caused by the negligence of District 54 and its officers or employees.

SECTION 6. General Provisions

6.0 Amendment to the Contract

Any terms or conditions of this agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Village and District 54.

6.1 Good Faith

Both the Village and District 54 have an obligation to perform their duties under this Agreement in good faith.

6.2 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case on in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

6.2 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

6.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representative and successors in interest.

6.4 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

6.5 Merger Clause - Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

6.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Compliance with All Laws

The Village and District 54 shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County, and other local government agencies, which may in any manner affect the performance of this agreement.

6.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law, Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

6.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the Village of District 54, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or District 54, respectively.

6.10 Notice

Any and all communications regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to District 54, to Superintendent of Schools, School District 54, 524 E. Schaumburg Road, Schaumburg, Illinois 60194; if to the Village, to the Village Manager, Village of Elk Grove Village, 901 Wellington, Elk Grove Village, Illinois 60007. Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons or process.

IN WITNESS WHEREOF, the Village and District 54 have executed this Agreement on the _____ day of _____, 2023.

SIGNATURE PAGE VILLAGE OF ELK GROVE VILLAGE

VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson, Village President

ATTEST:

By: _____
Lorrie Murphy - Village Clerk

SIGNATURE PAGE SCHOOL DISTRICT # 54

SCHOOL DISTRICT #54

By: _____
Superintendent, School District 54

ATTEST:

By: _____

Appendix A

2023-2024 School Year

Elk Grove Village Police Officer Billing Rate for School Resource Officer

			SD 54
		TOTAL COST	9/12 COST
ITEM	COST	2023-2024	
Salary	per union contract	\$ 112,349	\$ 84,262
Longevity	per union contract	\$ 1,475	\$ 1,106
Firearms Certification	per union contract	\$ 2,125	\$ 1,594
Medicare Tax	1.45%	\$ 1,629	\$ 1,222
Pension	Normal Cost of Actuary Report, 26.22%	\$ 23,192	\$ 17,394
Medical	Per HR Worksheet	\$ 26,829	\$ 20,122
Dental	Per HR Worksheet	\$ 1,332	\$ 999
Life	Per HR (.112 per thousand mo.)	\$ 94	\$ 71
Work Comp	Budget / #EE	\$ 1,429	\$ 1,071
Clothing Allowance	per union contract	\$ 700.00	\$ 525.00
	ANNUAL COST	\$ 171,154	\$128,366

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VILLAGE OF ELK GROVE VILLAGE TO PORT INCREMENT AMONG AND BETWEEN CERTAIN CONTIGUOUS REDEVELOPMENT PROJECT AREAS

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 pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/74.4-4[q]), the Village has created five (5) adjacent Redevelopment Project Areas: the Higgins Corridor Redevelopment Project Area (“Higgins TIF District”), the Oakton/Higgins Redevelopment Project Area (“Oakton/Higgins TIF District), the Midway Court Redevelopment Project Area (“Midway Court TIF District”), the Arlington-Higgins Redevelopment Area (“Arlington/Higgins TIF District”), and the Elmhurst/Busse Redevelopment Project Area (“Busse TIF District”), which are collectively referred to herein as the “TIF Districts.”

Section 2: That the Village has determined that to successfully meet the goals of the redevelopment projects within the TIF Districts, it is desirable and necessary to port tax increment between and among the TIF Districts.

Section 3: 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