



**ADDENDUM**  
**REGULAR VILLAGE BOARD MEETING**  
OCTOBER 24, 2023  
7:00 PM

**6. CONSENT AGENDA**

1. Consideration to adopt Ordinance No. 3836 terminating the Village of Elk Grove Village Midway Court Redevelopment Project Area (Midway Court TIF District).

(The Village designated the Midway Court Redevelopment Project Area on October 25, 2022, and the Act provides a that redevelopment project area can have a term of no greater than twenty-three (23) years.

(The term of this Project Area was set to expire on December 31, 2047.

(The Village desires to adopt this ordinance terminating the Midway Court Redevelopment Project Area early as the Village fulfilled the purpose of the TIF District and completed the desired work ahead of schedule.

(Adoption of this Ordinance will effectively terminate the Midway Court Redevelopment Project Area on December 31, 2023.)

- m. Consideration to adopt Resolution No. 55-23 to approve an Intergovernmental Agreement between the Village of Elk Grove Village and School District 59 for the Village to provide a School Resource Officer to Grove Junior High School.

(District 59 has requested the presence of a School Resource Officer at Grove Junior High School.

(The Village and District 59 are interested in promoting the safety and security of the staff, students and school premises of District 59.

(The Director of Police recommends approval.)

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 TERMINATING THE VILLAGE OF ELK GROVE VILLAGE MIDWAY COURT REDEVELOPMENT PROJECT AREA (MIDWAY COURT TIF DISTRICT)**

**WHEREAS**, the Village of Elk Grove Village, Cook and DuPage Counties, Illinois (the "*Village*") is a home rule municipality as described in Section § 6(a) Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power and function pertaining to its government and affairs; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, *et seq.* ("*Act*"), the Village adopted Ordinance No. 3786 designating the Village of Elk Grove Village Grove Midway Court Redevelopment Project Area ("*Area*"); and

**WHEREAS**, the Village designated the Area on October 25, 2022, and the Act provides that a redevelopment project area can have a term of no greater than twenty-three (23) years; and

**WHEREAS**, the twenty-three (23) year term of the Area will end on December 31, 2047, but the Village desires to adopt this ordinance terminating the Midway Court Redevelopment Project Area early and to so notify the affected taxing districts.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the Village Board of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, in the exercise of its home rule powers, as follows:

**Section 1:** The above recitals are incorporated herein and made a part hereof.

**Section 2:** The Midway Court Redevelopment Project Area is terminated effective December 31, 2023.

**Section 3:** The Village Clerk is directed to send a copy of this Ordinance to a representative of all affected taxing districts prior to November 1, 2023.

**Section 4:** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**Section 5:** All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 6:** This ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as 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**

**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 #59**

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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 documents marked:

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR VILLAGE OF ELK GROVE VILLAGE SCHOOL RESOURCE OFFICER FOR SCHOOL DISTRICT #59**

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:**

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

**ATTEST:**

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**Loretta M. Murphy, Village Clerk**

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR VILLAGE OF  
ELK GROVE VILLAGE SCHOOL RESOURCE OFFICER  
FOR COMMUNITY CONSOLIDATED SCHOOL DISTRICT # 59

THIS AGREEMENT is ENTERED INTO BY AND BETWEEN Community Consolidated School District #59, Cook County, Illinois (hereinafter called "District 59" or "School District") and the Village of Elk Grove Village, a body corporate and politic (hereinafter called "Village").

WITNESSETH:

WHEREAS, District 59 desires to have a Village of Elk Grove Village School Resource Officer (S.R.O.) detailed to Grove Junior High School and other Elk Grove Village District 59 schools (to be determined), 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 59 are interested in promoting the safety and security of the staff, students, and school premises in District 59.

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 fully set forth herein.

SECTION 2.        Obligations and Responsibilities of the Village

2.0 Provide Village Police Officers to District 59 for Interview

The Elk Grove Village Police and School District 59 shall collaborate on selecting the actual Elk Grove Village Police Officer who will be assigned to Grove Junior High and other Elk Grove Village District 59 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 59

Following the selection of the officer, the Village shall assign to District 59 the officer to act as the S.R.O. 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. The Village represents that the S.R.O. has undergone all requisite background checks in accordance with Section 10-21.9 of the Illinois School Code, the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, DCFS Child Abuse and Neglect Tracking System, and Faith's Law, 105 ILCS 5/22-94.

2.2 Duties and Responsibilities of Village Police Officer

The Village Police Officer assigned to District 59 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, safety, and drug and alcohol resistance education.
2. Teach lessons in gang/violence resistance, safety, and drug and alcohol resistance to all 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 59 Drug Advisory Committee, participate in related district professional learning, and work cooperatively with student services staff.
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.
6. Upon request, assist the School District with investigating and responding to student conduct in violation of the building, the School District Student Handbook, and the School District behavior policies, including participating in threat assessments and testifying at suspension review and expulsion hearings.

#### 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 S.R.O.s are unique within law enforcement. It is recognized that S.R.O.s are required to maintain school safety while keeping the sanctity of the learning environment that the school provides. S.R.O.s 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 S.R.O. 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 S.R.O.s 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 S.R.O..

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

When interviewing a crime victim or witness of an investigation who is a student, the S.R.O. shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the S.R.O. has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the S.R.O., unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.

The S.R.O. will notify the Superintendent or their designee of any recording made in the course of his/her duties as S.R.O. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, the Police Department will provide the School District with copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. The Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. The Village Police Department will notify the School District point of contact prior to a student(s) or School District employee.

The Officer shall service District 59 on a full time basis, and shall perform the above mentioned tasks with due diligence and to the best of her/his ability.

### 2.3 School District Authority Over Educational Environment



The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the School District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable.

The Village recognizes the responsibility and authority of the School District to manage the educational environment. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for the School District to manage.

SECTION 3.                      Obligations and Responsibilities of District 59

District 59 will reimburse the Village for 9/12 of the cost of a Police Officer according to the following formula, attached hereto and marked Appendix A, which may be reviewed, modified and/or changed on an annual basis. For purposes of reimbursement of cost, District 59 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 the date of execution of this Agreement 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 59 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 or willful and wanton conduct of the Village and its officers or employees. The Village shall and does hereby indemnify and hold harmless District 59, 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 or the willful and wanton conduct of District 59 and its officers or employees.

SECTION 6.            Schedule

The Parties agree that the S.R.O. shall be assigned to work according to the School District calendar. The School District retains the right to request the S.R.O. work extracurricular activities occurring outside of regular school hours. If the School District requests the S.R.O. to work hours beyond the typical school day, the School District will provide advance notice and pay the S.R.O. pursuant to their hourly rate.

SECTION 7.            Reciprocal Reporting & Record Management

The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement (if any) between the School District and the Village.

As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy.

For purposes of the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the S.R.O. shall be considered a school official and agent of the School District. As such, the S.R.O. shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The S.R.O. shall keep all student records confidential except if disclosure is required by law. The

S.R.O. shall disclose student records only in circumstances and in a manner authorized by State and federal law.

## SECTION 8.                            General Provisions

### 8.0                    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 59.

### 8.1                    Good Faith

Both the Village and District 59 have an obligation to perform their duties under this Agreement in good faith.

### 8.2                    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 or 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.

### 8.3                    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.

### 8.4                    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.

### 8.5                    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.

8.6 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.

8.7 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.

8.8 Compliance with All Laws

The Village and District 59 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.

8.9 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.

8.10 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the Village or District 59, 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 59, respectively.

8.11 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 59, to Superintendent of Schools, Community Consolidated School District 59, 1001 Leicester Road, Elk Grove Village, Illinois 60007; 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 59 have executed this Agreement on the  
\_\_\_\_ day of October, 2023.

[Intentionally blank – signature pages follow]

SIGNATURE PAGE: VILLAGE OF ELK GROVE VILLAGE

**VILLAGE OF ELK GROVE VILLAGE**

By: \_\_\_\_\_  
Craig B. Johnson, Village President

ATTEST:

By: \_\_\_\_\_  
Loretta M. Murphy - Village Clerk

SIGNATURE PAGE: COMMUNITY CONSOLIDATED SCHOOL DISTRICT # 59

**COMMUNITY CONSOLIDATED SCHOOL DISTRICT #59**

By: \_\_\_\_\_  
President, Board of Education

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Education

**Appendix A**

2023-2024 School Year

Elk Grove Village Police Officer Billing Rate for School Resource Officer

|                        |                                       |            | SD 59            |
|------------------------|---------------------------------------|------------|------------------|
|                        |                                       | 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 | <b>\$128,366</b> |