



AGENDA

REGULAR VILLAGE BOARD MEETING

APRIL 9, 2024

7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES OF MARCH 26, 2024

4. MAYOR & BOARD OF TRUSTEES' REPORT

5. ACCOUNTS PAYABLE WARRANT: MARCH 31, 2024 \$ 3,376,706.80
APRIL 9, 2024 \$ 171,537.48

6. CONSENT AGENDA

- a. Consideration to renew a professional service contract to Clean Harbors Environmental Services, Inc. of Dolton, IL for staffing, transportation and safe disposal services for latex and oil-based paint at the Village's 2024 Paint and Motor Oil Collection event for an amount not to exceed \$38,000 from the General Fund.

(On May 11, 2021, the Village Board awarded a contract with Clean Harbors Environmental Services, Inc. for staffing, transportation, and safe disposal services for latex and oil-based paint at the Village's annual Paint and Motor Oil Collection event.

(The contract provided for an option of four (4) additional renewals to provide services for this annual event through 2025.

(Clean Harbors Environmental Services, Inc. performed satisfactorily at the Village's 2023 Paint and Motor Oil Collection event.

(There is no increase in rates from the previous year.

(The total contract cost will depend upon the volume of materials and has been estimated based on previous collection events.

(The Village's 2024 Paint and Motor Oil Collection event will take place on Saturday, May 4, 2024.

(The Special Events Coordinator recommends approval.)

- b. Consideration of a request to renew a contract with Dynamic Heating & Piping Company of Crestwood, IL for the annual HVAC Maintenance Services contract in the amount of \$96,281.13.

(On May 12, 2020, the Village Board awarded a contract to Dynamic Heating & Piping Company of Crestwood, IL for the HVAC Maintenance Services contract.

(The contract provided for an option of four (4) annual renewals through April 30, 2025.

(Dynamic Heating & Piping has performed satisfactorily throughout the contract.

(The contract period is from May 1, 2024 through April 30, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

(Funds for the HVAC Maintenance Services contract are available in FY2025 Public Works and Fire Department Budgets.

(The Director of Public Works recommends approval.)

- c. Consideration to renew a contract with Crystal Maintenance Plus, Corporation of Mount Prospect, IL for Cleaning and Custodial Services: Village Hall & Public Safety Building, James Paul Petri Public Works Facility and Public Works Biesterfield Facility contracts in a total amount of \$119,711.27 from the General Fund.

(On April 26, 2022, the Village Board awarded a contract with Crystal Maintenance, Corporation of Mount Prospect, IL for the James Paul Petri Public Works Facility contract.

(The awarded contract added to the cleaning Cleaning and Custodial Services: Village Hall & Public Safety Building contract awarded on March 22, 2022.

(The Public Works Biesterfield Facility was added to the contract in 2023.

(The contract provides for an option of four (4) additional renewals through April 30, 2027.

(Crystal Maintenance, Corporation has performed satisfactorily throughout the first two years of the contract.

(The contract period is from May 1, 2024 through April 30, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

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

(The Director of Public Works recommends approval.)

- d. Consideration to award a contract through the Municipal Partnering Initiative Joint Bid pricing to Corrective Asphalt Materials, LLC of South Roxana, IL for the Preventative Street Maintenance 2024 project in the amount of \$167,315.97 from the Busse-Elmhurst Redevelopment, Arlington Heights/Higgins Redevelopment, Higgins Road Corridor Redevelopment, General, and Business Leader Forum Funds.

(A proposal for applying Reclamite, a maltene-based rejuvenation agent, to Village roadways was submitted by Corrective Asphalt Materials, LLC.

(The proposal extends the unit prices from the Municipal Partnering Initiative Joint Bid opened by the Village of Winnetka, IL on February 28, 2024.

(The contractor will be placing Reclamite on the 8.6 miles of roadways that were resurfaced in 2023.

(The Director of Public Works recommends approval.)

- e. Consideration to renew a maintenance service contract with H&H Electric Co. of Franklin Park, IL for the annual Arterial and Business Park Street Light Maintenance contract in

the amount of \$169,737.25 from the BLF Fund, Busse-Elmhurst Redevelopment Fund, and Higgins Road Corridor Redevelopment Fund.

(On April 14, 2022, the Village opened sealed bids for the Arterial & Business Park Street Light Maintenance contract.

(The contract provided the option of four (4) annual renewals through April 30, 2027.

(H&H Electric Co. has performed satisfactorily throughout the contract.

(The contract period is from May 1, 2024 through April 30, 2025.

(The contract amount reflects a 3.3% increase over the previous year's contract.

(Funds for the contract have been allocated in the BLF Fund, Busse-Elmhurst Redevelopment Fund, and Higgins Road Corridor Redevelopment Fund.

(The Director of Public Works recommends approval.)

- f. Consideration to award a professional services contract to Banner Collective, LLC of Chicago, IL to provide video production and media campaign services for the 2024 Makers Wanted marketing campaign in an amount not to exceed \$175,000 from the Busse-Elmhurst Redevelopment Fund.

(The goal of the Makers Wanted campaign is to build awareness around the Village's Beyond Business Friendly/Makers Wanted brand and to promote the Village as a premier business location.

(This professional services contract provides for the conception and creation of television spots and corresponding advertisements promoting Elk Grove Village as a business destination.

(Additionally, the contract includes purchasing and project management of media campaign between September 2, 2024 and November 5, 2024, which will include digital programming, connected TV, programmatic video/display, and out-of-home advertising.

(Sufficient funds are available in the Busse Elmhurst Redevelopment Fund.)

- g. Consideration to award a professional services contract to the Illinois Public Risk Fund of Bedford Park, IL to administer workers' compensation claims in the amount of \$177,423 for the policy period of May 1, 2024 through April 30, 2025

(The Illinois Public Risk Fund (IPRF) established in 1985, is the largest Illinois intergovernmental joint insurance pool serving hundreds of governmental entities and public agencies.

(The Village joined IPRF beginning on May 1, 2021.

(A proposal was solicited from the Illinois Public Risk Fund for the administration of worker's compensation claims. The total amount includes a premium of \$177,423 for the policy period of May 1, 2024 to April 30, 2025.

(The Director of Finance recommends approval.)

- h. Consideration to authorize an emergency change order to increase the existing contract for the construction of a communication monopole and site improvements at 2035 Tonne Road with Another Level Tower Services Inc., of Kankakee, IL by \$334,251 for a total contract amount of \$993,252.65 from the Busse-Elmhurst Redevelopment Fund.

(The Village awarded a construction contract to Another Level Tower Services Inc., of Kankakee, IL on March 14, 2023, for the construction of a communications monopole and site improvements at 2035 Tonne Road.

(Site improvements are nearly completed, and the construction of the communication monopole is finished, but the project is behind schedule due to delays in Nicor and ComEd service installation. These delays have impacted other development projects and the demolition of the old Pratt Water Tower.

(The original contract with Another Level Tower Services Inc. did not include the installation of the Village's shelter or generator. To not further delay future development projects or the demolition of the Pratt Water Tower, the Village solicited Another Level Tower Services Inc. to build the Village's shelter and install our generator. The project costs increased to \$334,251 for a total amount not to exceed \$993,252.65.

(The Director of Public Works has recommended approval.)

- i. Consideration to award a professional services contract to Banner Collective, LLC of Chicago, IL for media campaign services and placements associated with the marketing sponsorship of RFK Racing in the 2024 Chicago NASCAR race in an amount not to exceed \$350,000 from the Busse-Elmhurst Redevelopment Fund.

(This agreement provides for media campaign services and placements associated with the marketing sponsorship of RFK Racing in the 2024 Chicago NASCAR race.

(Media placements to promote Elk Grove Village as a destination for business will take place in the lead-up to the race, from May 27, 2024 - July 4, 2024.

(Sufficient funds are available in the Busse Elmhurst Redevelopment Fund.)

- j. Consideration to award a Purchase Contract for a Replacement Fire Engine Purchase #112 for FY25 from Pierce Fire Apparatus in the amount of \$1,200,000.

(The Fire Department and Fleet Services have reviewed vehicle needs and priorities to best accommodate the emergency responses that will be run out of the new Fire Station 8 on Fargo Avenue.

(Most of the Fire Department's current suppression fleet is composed of Pierce vehicles. Both Fire Department personnel and Fleet Services personnel benefit from familiarity with Pierce vehicles and standard equipment.

(Pierce Manufacturing offers fire departments the ability to select units that are currently in production, or currently being planned for production.

(The Fire Department is able to secure excellent contract pricing through the Houston-Galveston Area Council Cooperative Purchasing Program, of which the Village is a member.

(Issuing a contract prior to May 1, 2024, will avoid a scheduled 2% price increase.

(The Fire Chief recommends approval.)

- k. Consideration to award a professional services contract to Civiltech Engineering, Inc. of Itasca, IL for final design and permitting of the Biesterfield Road and I-290 Interchange Improvement Project for an amount not to exceed \$1,494,343 from the Capital Projects Fund.

(A proposal was solicited from Civiltech Engineering, Inc. of Itasca, IL for Phase I Engineering Services the I-290/Il Route 53 and Biesterfield Road Interchange Improvement project.

(Preliminary design work has been ongoing since 2018, and the project is ready to move into the final design phase.

(Civiltech Engineering, Inc. has successfully completed the design of various

transportation improvements throughout not only the Village but also northern Illinois and is qualified to perform the proposed scope of services.
(Adequate funds are budgeted and available in the FY2024 Capital Project Fund.
(The Director of Public Works recommends approval.)

- l. Consideration to commit to the purchase of Bulk Rock Salt through the State of Illinois Joint Purchasing Contract in the amount of 2,500 tons for the FY 2024-2025 winter season.

(Illinois (CMS) is currently preparing bids for the FY 2024-25 Bulk Rock Salt Joint Purchasing Program.

(The Village intends to purchase 2,500 tons of Bulk Road Salt for the 2024 - 2025 winter season.

(The contract allows for the purchase of a minimum of eighty percent (80%) and a maximum of one hundred and twenty percent (120%) of the awarded amount.

(This purchase option provides flexibility in the event that snowfall totals were below average and provides sufficient quantity to ensure safe roadways during a severe winter.

(Adequate funds have been budgeted in the FY2025 budget.

(The Director of Public Works recommends approval.)

- m. Consideration to adopt Ordinance No. 3847 granting a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit the construction of a six-foot (6') high fence extending approximately fifteen feet (15') beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the North for property located at 400 Bianco Drive, Elk Grove Village.

(This item was discussed at the March 26, 2024 Village Board meeting and currently appears under Unfinished Business.)

- n. Consideration to adopt Ordinance No. 3848 granting a Special Use Permit to the Elk Grove Park District for an additional modification for lighting at the soccer field for property located at 711 Chelmsford Lane, Elk Grove Village, IL (Marshall Park).

(This item was discussed at the March 26, 2024 Village Board meeting and currently appears under Unfinished Business.)

- o. Consideration of the following items for Fiscal Year 2024-2025:

- To adopt Ordinance No. 3849 amending the wages for the non-union Step Pay Plan, the Merit Pay Plan, the Position Classification and the Authorized Position List, including the Schematic List of Positions of the Village Code of the Village of Elk Grove Village; and
- To adopt Ordinance No. 3850 amending wages for the Special Rate Pay Plan for such positions.

(The Ordinances above update salary ordinances for Fiscal Year 2024-2025.)

(The Ordinances will be available in the Village Clerk's Office.)

- p. Consideration to adopt Resolution No. 19-24 adopting the Fiscal Year 2024-25 Budget for the Village of Elk Grove Village, counties of Cook and DuPage, IL and consideration of the following budget amendments related to the Fiscal Year 2023-24 Budget:

Fund	FY25 Adopted Amount
General Fund	\$75,963,259
Motor Fuel Tax Fund	\$2,050,000
Asset Seizure Fund	\$47,950
Foreign Fire Insurance Fund	\$395,700
Business Leaders Forum Fund	\$5,852,484
Cable Television Fund	\$484,814
GREEN Fund	\$1,030,121
Capital Projects Fund	\$11,811,000
Residential Enhancement Fund	\$385,000
Devon-Rohlwing TIF Fund	\$516,000
Busse-Elmhurst TIF Fund	\$42,103,399
Higgins Rd Corridor TIF Fund	\$6,379,315
Oakton/Higgins TIF Fund	\$1,000
Arlington/Higgins TIF Fund	\$18,639,500
Debt Service Fund	\$6,762,714
Water/Sewer Fund	\$26,175,849
Capital Replacement Fund	\$5,097,200
Firefighters Pension Fund	\$9,488,800
Police Pension Fund	\$9,234,100
Elk Grove Public Library	\$7,144,492
Total	\$229,562,697

- To amend the FY 23-24 Capital Projects Fund Budget in the amount of \$2,000,000 for remediation, building demolition, engineering, and consulting.

(Increasing the budget at this time ensures that the Village's financial operations remain compliant with Illinois budgetary statutes and generally accepted accounting principles. (The Director of Finance recommends approval.)

- q. Consideration to adopt Resolution No. 20-24 to approve an Intergovernmental Agreement between the Village of Elk Grove Village, the Village of Buffalo Grove, and the City of Highland Park for a Shared Risk Manager.

(The Village participates in the Suburban Liability Insurance Pool (SLIP) with the Village of Buffalo Grove and the City of Highland Park.

(The Parties of SLIP have each identified the need for a professional employee who performs risk management duties and to share one risk manager between the three municipalities.

(The City of Highland Park will employ an individual with the job title of "Risk Manager" and will be classified as a "consultant" or "independent contractor".

(The Parties will share evenly in all costs of the employment of the Risk Manager by Highland Park, with each Party bearing one-third of the total costs.

(Annual costs would not exceed \$44,200 pending hiring final hiring salary. Total budget with personnel costs including benefits is \$132,600.

(The Director of Finance recommends approval.)

- r. Consideration to adopt Resolution No. 21-24 authorizing the Termination and Release of Statement of Commitment for property located at 1905 E. Higgins Road.

(The Mayor and Board passed a Resolution approving a Statement of Commitment to Install Public Sidewalks given by Avalon Banquets located at 1905 E. Higgins Road on May 8, 1990.

(The Village desires to terminate and release the Statement of Commitment in its entirety because the sidewalk has been installed.

(As a consequence of such termination and release, as of the date hereof the Statement of Commitment has ceased to exist, is of no further force or effect, and any obligation, duty or liability thereunder imposed upon the property.)

- s. Consideration to adopt Resolution No. 22-24 authorizing the Mayor and Village Clerk to execute a Farmers Market License Agreement between the Village of Elk Grove Village and Elk Grove Farmers Market, NFP.

(This Resolution sets forth the requirements for the Farmers Market to be held on the Village Green from June 1, 2024 through October 26, 2024.)

- t. Consideration to adopt Resolution No. 23-24 authorizing the Mayor and Village Clerk to execute an intergovernmental mutual aid agreement between the Village of Elk Grove Village and the Illinois Emergency Services Management Association for the purpose of participation as a member in the Illinois Emergency Management Mutual Aid System (IEMMAS).

(At any given time, situations may occur that are beyond the capabilities of Elk Grove Village to deal with effectively in terms of personnel, equipment, and material resources.

(In adopting this agreement, Elk Grove Village expresses the intent to welcome the assistance of nearby member jurisdictions upon the notification to members that assistance with personnel, equipment, or material resources is needed due to a disaster or other emergency within the territorial limits of the Village.

(Under this agreement, Elk Grove Village agrees to assist a nearby member jurisdiction with personnel, equipment, or material resources in the event of a disaster or other emergency that cannot be adequately handled by the affected member jurisdiction.

(It is acknowledged that it is in the best interest of the Village to secure the benefits of mutual aid in the event of a disaster or other emergency and that coordination through IEMMAS is desirable for the effective and efficient provision of mutual aid for emergency management situations.)

7. REGULAR AGENDA

8. PLAN COMMISSION - Village Manager Roan

- a. PC Docket 24-1 - A public hearing to consider a Special Use Permit for modifications to a Planned Development by altering the existing site plan to add six (6) pickleball courts and lighting for the pickleball court and the soccer field at 711 Chelmsford Lane.
(PH 03-18-24)
- b. Consideration of a request to hold a Public Hearing before the Plan Commission to consider a Petition for a Special Use Permit to construct an electrical substation for the

property at 1000 Oakton Street. (Public Hearing date yet to be determined.)

- c. 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 yet to be 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

- a. Village Attorney - Prepare the necessary documents as it pertains to permitted locations for fences in residential zoning districts for property located at 400 Bianco Drive. (PH 03-14-24)
- b. Village Attorney - Prepare the necessary documents to permit outdoor lighting on the soccer field at 711 Chelmsford Lane (Marshall Park).

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 GRANTING A VARIATION OF SECTION 3-3-B: (2) OF THE ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A SIX-FOOT (6') HIGH FENCE EXTENDING APPROXIMATELY FIFTEEN (15') FEET BEYOND THE NEAREST FRONT CORNER OF THE PRINCIPAL STRUCTURE ON THE ADJACENT SINGLE-FAMILY RESIDENTIAL LOT TO THE NORTH AT 833 CREST AVENUE FOR PROPERTY LOCATED AT 400 BIANCO DRIVE, ELK GROVE VILLAGE

WHEREAS, the Zoning Board of Appeals of the Village of Elk Grove Village, at a public hearing duly called and held according to law, considered the question of granting a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit the construction of a six-foot (6') high fence extending approximately fifteen (15') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the North at 833 Crest Avenue for property located at 400 Bianco Drive, Elk Grove Village, and

WHEREAS, the Mayor and Board of Trustees of the Village of Elk Grove Village, after having considered the recommendation and finding of said Zoning Board of Appeals, find and believe that sufficient hardship exists so as to justify the granting of said variation.

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

Section 1: That there be granted a variation of Section 3-3-B: (2) of the Zoning Ordinance to permit a six-foot (6') high fence extending approximately fifteen (15') feet beyond the nearest front corner of the principal structure on the adjacent single-family residential lot to the North at 833 Crest Avenue for the property located at 400 Bianco Drive, Elk Grove Village.

Section 2: That this Ordinance 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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO THE ELK GROVE PARK DISTRICT FOR AN ADDITIONAL MODIFICATION FOR LIGHTING AT THE SOCCER FIELD FOR PROPERTY LOCATED AT 711 CHELMSFORD LANE, ELK GROVE VILLAGE (MARSHALL PARK)

WHEREAS, the Plan Commission of the Village of Elk Grove Village, acting as a Zoning Commission, at a Public Hearing duly called and held according to law, considered the petition of Elk Grove Park District for a special use permit for additional modifications to a Planned Development for property located at 711 Chelmsford Lane, Elk Grove Village (Marshall Park); and

WHEREAS, The Petition, as presented, requested two separate modifications- one for the addition of six pickleball courts and the second for lighting the existing soccer field, which lighting would further require a variation of Section 7.1 of the Zoning Ordinance, to permit the sixty-foot lighting structures to exceed the thirty-five foot height restrictions in the R-4 Residential Zoned District, which petitions the Plan Commission recommended be denied; and

WHEREAS, The Park District thereafter requested the Village Board to defer acting on the recommendation with respect to the six pickleball courts but proceed with the issue of lighting for the soccer field and the related variation, requesting that the Village overturn the recommended denial of the Plan Commission and thus grant the modifications to the Planned Development with respect to the soccer field lighting and the granting the height variation as requested; and

WHEREAS, the Board of Trustees, after considering the request of the Park District, separated the two modification requests, delayed taking any action on the pickleball modification petition and directed the Village Attorney to prepare an Ordinance granting the modification for the soccer field lighting and the related height variation as herein set forth.

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

Section 1: That there be granted a Special Use Permit and a variation of Section 7.1 of the Zoning Ordinance for modifications to the Planned Development for the

Marshall Park property located at 711 Chelmsford Lane to permit four sixty-foot light structures for the existing soccer field subject to the condition that the lighting not extend beyond 9:00 P.M.

Section 2: That this Ordinance 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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SALARY PLANS, THE AUTHORIZED EMPLOYEE POSITION LIST AND THE SCHEMATIC OUTLINE OF ORGANIZATIONAL TITLES ESTABLISHED PURSUANT TO SECTION 1-7-5 OF THE VILLAGE CODE OF THE VILLAGE OF ELK GROVE VILLAGE

WHEREAS, Section 1-7-5-A of the Village Code establishes the various pay plans for certain Village employees; and

WHEREAS, Section 1-7-5-B of the Village Code depicts a schematic outline of the Village occupational titles and establishes an Authorized Position List of Village employees; and

WHEREAS, Section 1-7-5-C, D, F and G set forth the pay plans for the various employee positions, including non-union merit pay plan and non-union general step pay plan, and also establishes pay plans for longevity and management enhancement; and

WHEREAS, pursuant to budget hearings for the upcoming fiscal year commencing May 1, 2024 it is necessary to amend the various pay plans, the schematic outline of occupational titles and the authorized position list.

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

Section 1: That the salary range for non-union merit pay plan positions and management enhancement plan for full time merit pay plan non-union employees be amended for the fiscal year commencing May 1, 2024 as set forth on Exhibit A, attached hereto.

Section 2: That the non-union general step pay plan step rates and the longevity rates be amended for the fiscal year commencing May 1, 2024 as set forth on Exhibit B, attached hereto.

Section 3: That the authorized position list of Village employees be amended for the fiscal year commencing May 1, 2024 as set forth on Exhibit C, attached hereto.

Section 4: That the schematic outline of occupational titles of Village employees be amended for the fiscal year commencing May 1, 2024 as set forth on Exhibit D, attached hereto.

Section 5: Periodically, the Village departments may require adding temporary staffing to allow from time to time overfilling a position in excess of the number of staff authorized within the budget authority in order to maintain staffing levels on assumed permanent vacancies of existing positions, likely due to a pending retirement or promotion. The Department Head must make a request to the nature of the need for the over-hire or temporary staffing. The Village Manager will have the authority to approve an over-hire/temporary staffing request when the knowledge of a pending retirement/separation of service makes it necessary to hire and train a replacement employee prior to the departure of such retired or separated employee. Such temporary staffing or over-hire will only affect the Authorized Strength temporarily during the year.

Section 6: That this Ordinance shall be in full force and effect as of May 1, 2024 and upon its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SPECIFIC PAY PLAN POSITIONS FOR THE VILLAGE OF ELK GROVE VILLAGE

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

Section 1: That the hourly wage for Custodian and Porter positions of the Village of Elk Grove Village shall be and are hereby established as follows:

POSITION	PROBATIONARY HOURLY RATE	REGULAR HOURLY RATE
Custodian	\$22.18	\$22.52
Porter	\$19.06	\$20.95
Fire Inspector	\$37.17	\$37.17

Section 2: That the hourly salary for Interns for the Village of Elk Grove Village shall be and are hereby amended as follows:

POSITION	DEPARTMENT	HOURLY RATE
Intern	Health, Community Development, Public Works (Engineering)	\$17.77 per hour
Intern (Administrative)	Village Manager	\$21.70 per hour (First 6 Months) \$22.62 per hour (After 6 Months)

Section 3: That the hourly salary for Summer Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

	Rate FY 25	Rate FY 26
First Summer	\$16.00	\$17.00
Second Summer	\$17.00	\$18.00
Each Summer After	\$18.00	\$19.00

Section 4: That the weekly salaries for School Crossing Guards of the Village of Elk Grove Village, during the 42 weeks of school, shall be and are hereby established as follows:

**PAYMENT FOR CROSSING GUARD
REPORTING TWO (2) TIMES
PER SCHOOL DAY**

**PAYMENT FOR CROSSING GUARD
REPORTING THREE (3) TIMES
PER SCHOOL DAY**

**Probation \$187.22
(First 6 months)**

\$280.83

**Regular Status \$195.71
(Pass probation at 6 months)**

\$295.53

*Illinois school districts have returned to in person learning thus this will be the prevailing pay structure for Crossing Guards. In the event that the Governor or any other recognized authorities issue new directives for school districts, this pay structure may change to address future needs.

Section 5: That the hourly salary for Cross Seasonal Employees of the Village of Elk Grove Village shall be and are hereby amended as follows:

Cross-Seasonal \$22.18 per hour
(Note: Position would be full-time for nine (9) months with benefits. It is included in part-time ordinance since the position will only work 9 months as full-time.)*

Section 6: That this Ordinance shall be in full force and effect as of May 1, 2024 and upon its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
POSITION				
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>VILLAGE MAYOR</u>				
Mayor	0	1	0	1
Trustee	0	6	0	6
Village Attorney	1	0	1	0
sub-total	1	7	1	7

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
POSITION	FULL TIME	PART TIME	FULL TIME	PART TIME
VILLAGE MANAGER				
Village Manager	1	0	1	0
Deputy Village Manager	1	0	1	0
Director of Human Resources	1	0	1	0
Director of Bus. Dev. & Marketing	1	0	1	0
Management Analyst/Senior Management Analyst (HR Generalist)	2	0	2	0
Multimedia Administrator	1	0	1	0
Senior Multimedia Prod./Director	1	0	1	0
Multimedia Producer/Director	2	0	2	0
Intern (Administrative)	0	2	0	2
Director of I.T.	1	0	1	0
Network Engineer	2	0	1	0
Assistant Village Manager	1	0	1	0
Management Analyst/Senior Management Analyst	2	0	2	0
Executive Coordinator	1	0	1	0
System Admin/Desktop Engineer	1	0	1	0
Information System Specialist	0	0	1	0
Senior Network Engineer	0	0	1	0
Special Events Coordinator	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
sub-total	19	2	20	2

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>VILLAGE CLERK</u>				
Village Clerk	1	0	1	0
Executive Coordinator	1	0	1	0
sub-total	2	0	2	0

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>FIRE DEPARTMENT</u>				
Fire Chief	1	0	1	0
Deputy Fire Chief	1	0	1	0
Management Analyst/Senior Management Analyst	1	0	1	0
Battalion Chief	5	0	5	0
Fire Lieutenant	15	0	15	0
Fire Fighter*	67	0	66	0
Inspectional Services Supervisor	1	0	1	0
Fire Inspector	2	2	2	2
Administrative Specialist	2	0	2	0
Seasonal Employee	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
sub-total	95	2	94	3

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
POLICE DEPARTMENT				
Police Chief	1	0	1	0
Deputy Chief	2	0	2	0
Commander	4	0	4	0
Sergeant	13	0	13	0
Police Officer	70	0	70	0
Social Services Supervisor	1	0	1	0
Records Supervisor	1	0	1	0
Clerk/Receptionist	0	2	0	2
Assistant to the Police Chief	1	0	0	0
Senior Clerk	1	0	1	0
Administrative Specialist	1	0	1	0
Crossing Guards	0	12	0	12
Public Service Officer	5	0	5	0
Police Records Technician	6	1	6	1
Management Analyst/Senior Management Analyst	1	0	0	0
Property Room Assistant/Court Liaison	0	2	0	2
Police Records Assistant	1	0	1	0
Social Worker	1	0	1	0
Police Services Administrator	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
sub-total	109	17	108	17

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>COMMUNITY DEVELOPMENT</u>				
Director of Community Dev.	1	0	1	0
Deputy Dir. of Community Dev.	2	0	2	0
Staff Engineer	1	0	1	0
Permits Technician/Senior Permits Technician	3	0	3	0
Administrative Specialist	1	0	1	0
Engineering Intern	0	1	0	1
Building Inspector	3	0	3	0
Environmental Health Inspector	0	2	0	2
Senior Environmental Health Inspector	1	0	1	0
Health Intern	0	1	0	1
Mangement Analyst/Sr. Management Analyst	1	0	1	0
Engineering Inspector	1	0	1	0
Property Maintenance Inspector	1	0	1	0
Residential Building Inspector	1	0	1	0
Senior Engineer	1	0	1	0
Senior Plan Reviewer	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
sub-total	18	4	18	4

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
FINANCE				
Finance Director	1	0	1	0
Deputy Finance Director	2	0	2	0
Management Analyst/Senior Management Analyst	1	0	1	0
Accounting Specialist	5	0	5	0
Payroll Coordinator	1	0	1	0
Customer Service Assistant	3	0	2	0
Risk Coordinator	1	0	1	0
Seasonal	0	1	0	0
Senior Accountant	1	0	1	0
Project Accountant	1	0	1	0
sub-total	16	1	15	0

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		Authorized Status	
	May 1, 2023		May, 1 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>PUBLIC WORKS (CORPORATE)</u>				
Director of Public Works	1	0	1	0
Fleet Services Foreman	1	0	1	0
Public Works Foreman	3	0	3	0
Maintenance Worker	18	0	18	0
Mechanic	5	0	5	0
Management Analyst/Senior Management Analyst	1	0	1	0
Superintendent of Public Works	2	0	3	0
Building Services Foreman	1	0	1	0
Custodian	0	3	0	2
Porter	0	1	0	1
Cross Seasonal*	1	0	0	0
Seasonal Employee	0	17	0	17
Fleet Services Coordinator	1	0	1	0
Staff Engineer	1	0	0	0
PW Engineering Intern	0	1	0	1
Administrative Specialist	2	0	2	0
Senior Engineer	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
sub-total	37	22	37	21

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
PUBLIC WORKS (WATER/SEWER)				
Utility Foreman	1	0	1	0
Public Works Foreman	2	0	2	0
Maintenance Worker	14	0	14	0
Utility System Operator	4	0	4	0
Deputy Director of Public Works	1	0	1	0
Superintendent of Public Works	1	0	0	0
Seasonal Employee	0	1	0	1
sub-total	23	1	22	1

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>PUBLIC WORKS (BUSINESS LEADERS FORUM)</u>				
Deputy Director of PW (Eng.)	1	0	1	0
Senior Engineer	1	0	1	0
Engineering Technician	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
sub-total	3	0	3	0

**VILLAGE OF ELK GROVE VILLAGE
 AUTHORIZED POSITION LIST
 May 1, 2024**

DEPARTMENT POSITION	AUTHORIZED STATUS		AUTHORIZED STATUS	
	May 1, 2023		May 1, 2024	
	Full Time	PART TIME	Full Time	PART TIME
ORGANIZATION TOTAL				
VILLAGE MAYOR	1	7	1	7
VILLAGE MANAGER	19	2	20	2
VILLAGE CLERK	2	0	2	0
FIRE DEPARTMENT	95	2	94	3
POLICE DEPARTMENT	109	17	108	17
COMMUNITY DEVELOPMENT	18	4	18	4
FINANCE	16	1	15	0
PUBLIC WORKS CORPORATE	37	22	37	21
PW WATER/SEWER	23	1	22	1
PW BUSINESS LEADERS FORUM	3	0	3	0
TOTAL	323	56	320	55

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024-25 BUDGET FOR THE
VILLAGE OF ELK GROVE VILLAGE, ILLINOIS**

WHEREAS, a budget has been prepared and reviewed to provide Village services for the 2024-25 fiscal year; and,

WHEREAS, the maintenance of a financially strong local government requires that a balanced budget be adopted to provide for the delivery of services to the community.

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 Fiscal Year 2024-25 Village Budget dated April 9, 2024 in the total amount of \$229,562,697 as indicated in the attached Revenue and Expenditure Summary Comparisons, is hereby adopted.

Section 2: That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 3: That this Resolution shall be in full force and effect from and after its adoption, approval and publication form as provided by law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2024.

APPROVED this _____ day of _____ 2024.

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

VILLAGE OF ELK GROVE
EXPENDITURE SUMMARY

Fund	FY2022 Actuals	FY2023 Actuals	FY2024 Adjusted Budget	FY2025 Adopted Budget
101 - General Fund	\$ 70,553,237	\$ 71,904,084	\$ 78,769,255	\$ 75,963,259
203 - Motor Fuel Tax Fund	\$ 1,437,061	\$ 1,476,357	\$ 2,332,164	\$ 2,050,000
204 - Asset Seizure	\$ 901	\$ 3,268	\$ 207,250	\$ 47,950
206 - Foreign Fire Insurance Fund	\$ 156,835	\$ 198,487	\$ 302,674	\$ 395,700
208 - Business Leaders Forum Fund	\$ 3,574,342	\$ 3,967,046	\$ 6,184,693	\$ 5,852,484
210 - Cable Television Fund	\$ 486,888	\$ 485,182	\$ 500,678	\$ 484,814
212 - GREEN Fund	\$ 911,372	\$ 931,874	\$ 960,416	\$ 1,030,121
301 - Capital Projects Fund	\$ 2,598,500	\$ 9,934,842	\$ 13,569,761	\$ 11,811,000
310 - Residential Enhancement Fund	\$ 972,442	\$ 1,123,089	\$ 300,323	\$ 385,000
320 - Grove Mall Redevelopment Fund	\$ 1,404,899	\$ -	\$ -	\$ -
321 - Devon/Rohl Redevelopment Fund	\$ 364,451	\$ 923,866	\$ 538,000	\$ 516,000
322 - Busse/Elm Redevelopment Fund	\$ 15,662,397	\$ 13,790,408	\$ 44,470,128	\$ 42,103,399
323 - Higgins Rd Redevelopment Fund	\$ 2,709,929	\$ 4,077,911	\$ 6,159,352	\$ 6,379,315
324 - Midway Ct Redevelopment Fund	\$ 15,163	\$ 383,615	\$ 251,000	\$ -
325 - Oakton/Hig Redevelopment Fund	\$ 8,761	\$ 378,750	\$ 251,000	\$ 1,000
326 - Arlington/Higgins Redev. Fund	\$ -	\$ 1,699,624	\$ 9,648,365	\$ 18,639,500
402 - Debt Service Fund	\$ 22,614,822	\$ 8,047,211	\$ 6,776,469	\$ 6,762,714
501 - Water/Sewer Fund	\$ 17,227,222	\$ 19,494,556	\$ 29,078,769	\$ 26,175,849
601 - Capital Replacement Fund	\$ 74,128	\$ 798,825	\$ 4,900,303	\$ 5,097,200
721 - Firefighters Pension Fund	\$ 7,821,874	\$ 8,290,453	\$ 9,126,000	\$ 9,488,800
722 - Police Pension Fund	\$ 8,039,395	\$ 8,436,422	\$ 8,875,800	\$ 9,234,100
Village Total	\$ 156,634,620	\$ 156,345,869	\$ 223,202,401	\$ 222,418,205
290 - Library Fund	\$ 5,211,542	\$ 5,613,173	\$ 6,811,297	\$ 7,144,492
Total Village and Library	\$ 161,846,162	\$ 161,959,042	\$ 230,013,698	\$ 229,562,697

VILLAGE OF ELK GROVE
REVENUE SUMMARY

Fund	FY2022 Actuals	FY2023 Actuals	FY2024 Adjusted Budget	FY2025 Adopted Budget
101 - General Fund	\$ 71,450,526	\$ 76,153,733	\$ 70,237,543	\$ 75,003,112
203 - Motor Fuel Tax Fund	\$ 2,050,204	\$ 1,791,651	\$ 1,360,000	\$ 1,500,000
204 - Asset Seizure	\$ 81,632	\$ 23,231	\$ 4,500	\$ 57,450
206 - Foreign Fire Insurance Fund	\$ 178,767	\$ 218,359	\$ 215,000	\$ 222,000
208 - Business Leaders Forum Fund	\$ 4,662,807	\$ 5,829,097	\$ 4,888,110	\$ 4,976,825
210 - Cable Television Fund	\$ 421,116	\$ 408,292	\$ 586,000	\$ 526,620
212 - GREEN Fund	\$ 899,784	\$ 932,460	\$ 894,000	\$ 899,000
301 - Capital Projects Fund	\$ 13,433,325	\$ 16,876,658	\$ 6,532,150	\$ 5,443,200
310 - Residential Enhancement Fund	\$ 390,606	\$ 431,458	\$ 451,000	\$ 435,000
320 - Grove Mall Redevelopment Fund	\$ 1,103,693	\$ -	\$ -	\$ -
321 - Devon/Rohl Redevelopment Fund	\$ 421,135	\$ 541,930	\$ 550,100	\$ 600,500
322 - Busse/Elm Redevelopment Fund	\$ 27,289,702	\$ 28,599,177	\$ 27,600,500	\$ 36,000,500
323 - Higgins Rd Redevelopment Fund	\$ 5,954,695	\$ 4,055,719	\$ 5,000,100	\$ 5,010,200
325 - Oakton/Hig Redevelopment Fund	\$ 5,500,000	\$ -	\$ -	\$ -
326 - Arlington/Higgins Redev. Fund	\$ -	\$ 1,525,647	\$ 4,000,000	\$ 7,000,000
402 - Debt Service Fund	\$ 22,663,280	\$ 8,072,807	\$ 6,776,469	\$ 8,472,714
501 - Water/Sewer Fund	\$ 29,226,452	\$ 30,934,961	\$ 22,784,132	\$ 22,946,970
601 - Capital Replacement Fund	\$ 1,405,518	\$ 2,172,995	\$ 1,919,251	\$ 2,406,766
721 - Firefighters Pension Fund	\$ 2,493,689	\$ 9,286,760	\$ 14,203,786	\$ 14,279,182
722 - Police Pension Fund	\$ 3,243,767	\$ 9,683,262	\$ 13,841,077	\$ 13,942,091
Village Total	\$ 192,870,697	\$ 197,538,197	\$ 181,843,718	\$ 199,722,130
290 - Library Fund	\$ 6,545,250	\$ 6,772,471	\$ 6,811,297	\$ 7,144,492
Total Village and Library	\$ 199,415,947	\$ 204,310,668	\$ 188,655,015	\$ 206,866,622

Exhibit 1

Village of Elk Grove Village
Summary of Estimated Revenue by Source
Fiscal Year 2024-25

Funds	Taxes	Licenses and Permits	Intergovernmental Revenue	Charges for Service	Fines and Forfeits	Interest Income	Miscellaneous Income	Non Revenue Receipts	Village Total
101 - General Fund	\$ 54,061,152	\$ 4,164,500	\$ 8,732,160	\$ 2,565,700	\$ 951,500	\$ 963,100	\$ 875,000	\$ 2,690,000	\$ 75,003,112
203 - Motor Fuel Tax Fund		\$	\$ 1,440,000			\$ 60,000			\$ 1,500,000
204 - Asset Seizure					\$ 47,950	\$ 9,500			\$ 57,450
206 - Foreign Fire Insurance Fund	\$ 215,000					\$ 7,000			\$ 222,000
208 - Business Leaders Forum Fund	\$ 4,575,000					\$ 401,825			\$ 4,976,825
210 - Cable Television Fund	\$ 526,520					\$ 100			\$ 526,620
212 - GREEN Fund		\$ 120,000		\$ 712,000		\$ 15,000	\$ 52,000		\$ 899,000
301 - Capital Projects Fund	\$ 4,075,000				\$ 430,000	\$ 1,368,200			\$ 5,443,200
310 - Residential Enhancement Fund						\$ 5,000			\$ 435,000
321 - Devon/Rohl Redevelopment Fund	\$ 600,000					\$ 500			\$ 600,500
322 - Busse/Elm Redevelopment Fund	\$ 35,000,000					\$ 1,000,500			\$ 36,000,500
323 - Higgins Rd Redevelopment Fund	\$ 5,000,000					\$ 10,200			\$ 5,010,200
326 - Arlington/Higgins Redev. Fund	\$ -					\$ -		\$ 7,000,000	\$ 7,000,000
402 - Debt Service Fund	\$ 6,757,714					\$ 15,000		\$ 1,700,000	\$ 8,472,714
501 - Water/Sewer Fund				\$ 21,087,500	\$ 225,000	\$ 1,609,470	\$ 5,000		\$ 22,946,970
601 - Capital Replacement Fund	\$ 5,646,127		\$ 1,157,855			\$ 50,000			\$ 6,853,982
721 - Firefighters Pension Fund	\$ 5,031,004		\$ 1,010,887			\$ 6,500,200	\$ 975,000	\$ 2,356,766	\$ 14,279,182
722 - Police Pension Fund	\$ -					\$ 7,000,200	\$ 900,000		\$ 7,900,200
Village Total	\$ 121,487,517	\$ 4,284,500	\$ 12,340,902	\$ 24,365,200	\$ 1,654,450	\$ 19,015,795	\$ 2,807,000	\$ 13,766,766	\$ 199,722,130
290 - Library Fund	\$ 6,596,502		\$ 288,590	\$ 37,500	\$ 7,000	\$ 210,050	\$ 1,750	\$ 3,100	\$ 7,144,492
Total Village and Library	\$ 128,084,019	\$ 4,284,500	\$ 12,629,492	\$ 24,402,700	\$ 1,661,450	\$ 19,225,845	\$ 2,808,750	\$ 13,769,866	\$ 206,866,622
PERCENT TOTAL	61.92%	2.07%	6.11%	11.80%	0.80%	9.29%	1.36%	6.66%	100.00%

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE, THE VILLAGE OF BUFFALO GROVE, AND THE CITY OF HIGHLAND PARK FOR A SHARED RISK MANAGER

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 FOR SHARED RISK MANAGER

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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR SHARED RISK MANAGER

THIS AGREEMENT is dated as of the ____ day of _____, 2024 (“**Effective Date**”), and is by and between the VILLAGE OF BUFFALO GROVE, an Illinois home rule municipal corporation (“**Buffalo Grove**”), ELK GROVE VILLAGE, an Illinois home rule municipal corporation (“**Elk Grove Village**”), and the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation (“**Highland Park**”) (Buffalo Grove, Elk Grove Village, and Highland Park are, collectively, the “**Parties**”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 et seq., and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

WHEREAS, Buffalo Grove, Elk Grove Village, and Highland Park have each identified the need for a professional employee who performs risk management duties; and

WHEREAS, in order to attract the highest level of talent and in the interest of conserving municipal funds and resources, the Parties have determined that it is in their mutual best interests to share one risk manager between the three municipalities; and

WHEREAS, the Parties desire to enter into this agreement to set forth the rights and responsibilities of each Party with respect to the risk manager;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, it is agreed between the Parties hereto, as follows:

1. **Employment of Risk Manager:**

- a. **Employment by Highland Park.** Highland Park will employ an individual with the job title of “**Risk Manager**,” whose job description, responsibilities and role will substantially be as outlined in *Exhibit A* to this Agreement. The Risk Manager will not be an employee of either Buffalo Grove or Elk Grove Village, and will be classified as a “consultant” or “independent contractor” or a similar title with respect to those Parties.
- b. **Selection of Risk Manager.** Highland Park agrees that each of Buffalo Grove and Elk Grove Village will have the opportunity to interview and participate in the selection process of the Risk Manager, and Highland Park will not employ a Risk Manager except upon approval of Buffalo Grove and Elk Grove Village. If the Parties cannot agree on the selection of an individual for the Risk Manager position within six months after the Effective Date of this Agreement, or if the position of Risk Manager becomes vacant for any continuous six-month period, this Agreement will automatically terminate.

- c. **Codes and Policies.** The Risk Manager will be subject to the employment policies, code of conduct, information technology policy and all other policies of Highland Park, to be reviewed by the Parties in advance of being hired.
- d. **Discipline and Termination.** In the event that the Risk Manager is disciplined by Highland Park with discipline at least as severe as a written warning, each of the Parties will have the right to individually terminate the services of the Risk Manager pending any investigation or cause of action, but will remain liable for all costs associated with salary and benefits as set forth in Section 3 of this Agreement.

2. **Allocation of Time:** The Risk Manager will divide their time evenly between the Parties, spending approximately one-third of their total weekly hours in each municipality. The Parties will meet with the Risk Manager twice annually to determine an acceptable specific schedule for the following six months.

3. **Salary; Benefits of Risk Manager:** The Parties will share evenly in all costs of the employment of the Risk Manager by Highland Park, with each Party bearing one-third of the total costs. The costs of employment include, without limitation, salary, all state and federal taxes, insurance, retirement contributions, if any, laptop computer costs, mobile telephone costs, and all other benefits provided to an employee of Highland Park. Highland Park will pay the Risk Manager salary and cover all additional benefits offered to the Risk Manager as an employee of Highland Park. Highland Park will send a monthly invoice to Buffalo Grove and Elk Grove Village for their share of the costs of employment. Invoices must be paid within 30 days after receipt. The Parties are each responsible for their own expenditures for fixtures and office products used by the Risk Manager. Annually before July 1 of each year, Highland Park shall provide an estimated annual budget for the costs associated with employment of the Risk Manager (including, without limitation, estimated costs that may be due in accordance with Section 7 of this Agreement) for review and approval by all Parties. Following approval of each annual budget by the Parties, or of an amendment thereof, neither Buffalo Grove nor Elk Grove Village will be responsible for payment of any aggregate amount in excess of 105% of their one-third share of the approved budgeted amount.

4. **Annual Review:** The Parties will jointly review the performance of the Risk Manager annually, subject to a process and format for the evaluation agreeable to the Parties and the Risk Manager. The evaluation process will include the opportunity for a representative of each Party to prepare a written evaluation, meet and discuss the evaluation with the Risk Manager, and present a written summary of the evaluation results for the Risk Manager. The evaluation process will also include the opportunity for the Risk Manager to provide a written self-evaluation to be delivered to the Parties. The Parties and the Risk Manager agree to establish annually a schedule of goals and indicators for the Risk Manager, which schedule will be used as a basis of measurement of the Risk Manager's performance at the annual evaluation.

5. **Acknowledgment of Agreement:** Following the execution of this Agreement, a copy will be provided to the Risk Manager for their review and acknowledgment. The Risk

Manager must provide an executed acknowledgment of this Agreement to Highland Park prior to commencing employment with Highland Park.

6. **Confidentiality:** The Parties acknowledge that the Risk Manager will have access to confidential information (“***Confidential Information***”) of, about, and belonging to, the Parties relating to the Risk Manager’s responsibilities. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. By acknowledging this Agreement, the Risk Manager acknowledges, covenants and warrants that, both during and after the Risk Manager’s term of employment, the Risk Manager will not directly or indirectly use, divulge, furnish, or make accessible the Confidential Information of any Party to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the subject Party in a fiduciary capacity without the prior express written authorization of that Party, but instead the Risk Manager will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*, or otherwise by law or court order. The Parties agree that any Confidential Information provided to the Risk Manager by a Party may not be divulged or made accessible to another Party to this Agreement without the prior express written authorization of the divulging Party. Nothing in this Agreement creates any right of any Party to another Party’s Confidential Information, even if the Confidential Information is shared with the Risk Manager.

7. **Liability of Each Party:** The Parties, individually, will be liable for any action, inaction, negligence, injury or any other claim made by or against the Risk Manager when the Risk Manager is doing work for that Party or within that Party’s jurisdiction. To the extent a claim arises when the Risk Manager is not on the premises of a Party but is performing work related duties, the Parties will provide coverage for any and all such claims through their applicable insurance policies.

8. **Notices:** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8, each Party will have the right to change the address or the addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to Buffalo Grove:

Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60089
Attn: Village Manager
Email: dbragg@vbg.org

If to Elk Grove Village:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager
Email: mroan@elkgrove.org

If to Highland Park:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attn: City Manager
Email: gneukirch@cityhpil.com

9. **Term and Termination:** Unless automatically terminated pursuant to Section 1 of this Agreement, this Agreement will be effective for a term of one year, beginning on the Effective Date. Following the original term, this Agreement will be renewed automatically and without any further action by the Parties for successive one-year terms, unless a Party provides written notice of intent to terminate the Agreement at least 120 days prior to the commencement of any renewal term.

10. **No Additional Rights or Interest:** The Risk Manager's employment with Highland Park is subject to and controlled by the employment agreement or terms established by Highland Park and the Risk Manager. Nothing in this Agreement creates any additional rights, interests, property right in, or any other right to the continuation of, the Risk Manager's employment with Highland Park.

11. **Amendments:** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

12. **Assignment:** No Party may assign their rights or obligations under this Agreement without the prior written consent of the other Parties.

13. **Actions, Consents, and Approvals:** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

14. **Binding Effect:** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

15. **Governing Laws:** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

16. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Parties with respect to the subject matter of the Agreement.

17. **Non-Waiver:** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

18. **Interpretation:** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

19. **Calendar Days; Calculation of Time Periods:** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

20. **Counterpart Execution:** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

21. **Headings:** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement

22. **Acknowledgements:** The Parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

VILLAGE OF BUFFALO GROVE:

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

[Seal]

ELK GROVE VILLAGE:

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

[Seal]

CITY OF HIGHLAND PARK:

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

[Seal]

ACKNOWLEDGMENT BY RISK MANAGER:

By: _____

Date: _____

Exhibit A
Job Description
(attached)

Job Title: Risk Manager

Department: City Manager’s Office

Division: Human Resources

Primary Purpose: Develops, implements, and manages risk management and loss control programs for three municipalities, who are all members of the same liability insurance pool. Acts on behalf of the municipalities on matters related to workers’ compensation settlement of tort claims. Plans, organizes, develops, integrates, and administers risk management and loss control programs to minimize exposures to adverse consequences to the municipalities. Develops and promotes strategic vision for municipal risk and safety performance. Establishes policies and procedures for mitigating known and emerging risks. Plans workflow, methods, and standards of acceptable work. Exercises discretion in carrying out the municipalities’ risk management and loss control missions and goal. Provides leadership, direction, and support. Facilitates and enhances process improvements. Reviews and advises regarding risk management and loss control program budget.

Supervision Received: Reports to the Assistant City Manager/Human Resources Manager, with direction and guidance also provided by the Finance Director and management of the other two municipalities.

Supervision Exercised: None.

Essential Duties and Responsibilities:

Percent of Total Time	Ranked Importance	Function
10%	1	Support the municipalities’ liability insurance pool (and the related Board Members) to ensure adequate protection against loss; review contracts recommended by the pool’s Administrator for risk-related services; review risk coverage recommended by the pool’s Administrator, and review potential coverage improvements.
25%	2	Establish strategic interventions to mitigate the impact of on-the-job employee injury on municipal operations; ensure that municipal workers’ compensation programs are in compliance with state regulations and provide appropriate benefits and services to injured municipal staff; facilitate collaboration between municipal department management to avoid employment liability; approve program design and oversee the investigation of injuries, with evaluation and settlement of claims.
25%	3	Oversee the municipalities’ tort liability programs to ensure effective investigation, administration, settlement, and adjudication of tort claims; recommend strategic interventions to mitigate impact of negligence errors by municipal employees; collaborate with municipal department management and municipal corporation counsel on the defense and resolution of tort lawsuits.

20%	4	Direct the development and implementation of the municipalities' risk awareness, loss prevention, and exposure control policies, programs, initiatives, and incentives designed to improve safety for municipal staff and the public and comply with Occupational Safety and Health Administration (OSHA) requirements and community best practices.
5%	6	Prepare or lead the preparation of strategic plans and annual work plans; develop, implement, improve, monitor, and evaluate programs, projects, workflow, methods, and work products in accordance with the municipalities' plans, budgets, and policies.
5%	8	Guides the staff assigned to risk management and loss control responsibilities.

Marginal Functions:

Percent of Total Time	Function
10%	Performs other related job duties or responsibilities as requested or required, whether or not specifically mentioned in this job description.

Safety Functions:

Function
Becomes familiar with and observe applicable safety policies and procedures.
Immediately reports unsafe conditions.
Keeps work area clean, orderly, and free of hazards.
Adheres to safety rules and established work procedures.
Maintains appropriate physical fitness to perform essential job functions.

Work Environment: The work environment typifies a general municipal office with direct public contact.

Bloodborne Pathogens: None.

Tools and Equipment Used: Office equipment including a computer with Windows and Microsoft Office Suite, ERP software, copier, printer, scanner, fax machine, calculator and phone.

Physical Demands: While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is required to walk; use hands to finger motions, handle or feel objects, tools, or controls; and reach with hands and arms. The employee is required to withstand prolonged periods of concentration, necessitated by activities such as proof reading, comparison analysis and data entry. The employee must occasionally lift and/or move objects up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Required Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education: Graduation from an accredited college or university with a bachelor's degree in business administration, public administration, or field related to risk management and loss control.

Experience: Five years of progressively responsible professional level experience developing, implementing, and managing risk management and loss control programs, with supervisory experience.

Certification or License: Professional designation or licensure from accredited risk management or occupational safety organization, such as Certified Safety Professional (CSP), Associate in Risk Management (ARM), or Certified Hazardous Materials Manager (CHMM) is preferred, but not required. A valid state driver's license with a safe driving record or any combination of education, experience, knowledge, skills and abilities to perform the essential functions of the position.

Required Knowledge, Skills, and Proficiencies: Thorough knowledge of principles, practices, methods, and techniques of developing and administering risk management, loss control, self-insured, and self-administered claims programs. Thorough knowledge of property, casualty, and liability insurance industry trends and practices. Thorough knowledge of methods and techniques for conducting statistical and financial analyses. Thorough knowledge of the principles and practices of leadership, operational and strategic planning, current business communication, public administration, program evaluation, and budget preparation and administration, and fields related to the mission and purpose of risk management and loss prevention. Thorough knowledge of principles of management, supervision, training, and performance evaluation. Thorough knowledge of relevant federal, state, and local laws, statutes, regulations, and ordinances pertaining to tort liabilities, workers' compensation, and claims practices and procedures, and the ability to analyze, interpret, explain, and apply them. Ability to plan and manage comprehensive risk management, insurance, and loss prevention functions. Ability to analyze loss control data and assess trends and developments. Ability to negotiate and administer insurance contracts and resolve concerns and issues. Ability to manage and coordinate risk programs and functional specialties. Ability to communicate effectively, both verbally and in writing; present information, proposals, and recommendations clearly and persuasively in public settings. Ability to establish and maintain effective working relationships with those contacted in the course of work; demonstrate tact, diplomacy, and patience; gain cooperation through discussion and collaboration. Ability to collaborate and communicate cross-culturally. Ability to manage a multicultural workforce, promote an equitable workplace environment, and apply equitable program practices to diverse and complex County services. Ability to utilize municipal-specific technology and general office software. Ability to proactively take action to achieve established goals without constant supervisory direction. Ability to maintain stable work performance under pressure and relieve stress in acceptable manner to employee and organization. Ability to take responsibility for actions and decisions at individual and organizational levels; ability to establish and maintain effective working relationships with employees and municipal officials. Ability to work safely and promote a safe work environment. Ability to prioritize, organize and complete required duties in a timely and accurate fashion. Discretion when handling confidential information. This position must exercise excellent judgment and perform routine, detailed analytical work with accuracy. A high level of customer service, interpersonal, and team building skills.

Disclaimer: The above statements are intended to describe the general nature and level of work being performed by the person assigned to this position. They are not intended to be an exhaustive list of responsibilities, duties and skills required. This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and the job requirements change.

Position Number: Tbd

Salary Grade: 12 (Comp. Range Min. \$70,800, Mid. \$88,500, Max. \$106,200)

Exempt Status: Exempt

Collective Bargaining Unit: N/A

Revised: 7/24/2023

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TERMINATION AND RELEASE OF
STATEMENT OF COMMITMENT FOR PROPERTY LOCATED AT 1905 E. HIGGINS
RD.**

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:

**TERMINATION AND RELEASE
OF STATEMENT OF COMMITMENT**

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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

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

ATTEST:

Loretta M. Murphy, Village Clerk

PREPARED BY AND UPON
RECORDING, MAIL TO:

Keith W. Groebe, Esq.
Masuda, Funai, Eifert & Mitchell, Ltd.
203 North LaSalle Street, Suite 2500
Chicago, IL 60601

**TERMINATION AND RELEASE
OF STATEMENT OF COMMITMENT**

THIS TERMINATION OF STATEMENT OF COMMITMENT (this "**Termination and Release**"), is made as of the ____ day of March 2024, by the **VILLAGE OF ELK GROVE VILLAGE**, a body politic and municipality of Illinois, having an address of 901 Wellington Ave., Elk Grove Village, Illinois ("**Village**").

RECITALS

WHEREAS, the President and Board of Trustees of the Village passed a Resolution approving a Statement of Commitment to Install Public Sidewalks given by Avalon Banquets (1905 E. Higgins Rd.) on May 8, 1990, and recorded in Cook County, Illinois, on June 11, 1990 as Document No. 90273932 pertaining to property described on Exhibit A attached hereto (the "**Statement of Commitment**"); and

WHEREAS, the Village desires to terminate and release the Statement of Commitment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Termination.** The Village hereby terminates and releases the Statement of Commitment in its entirety. As a consequence of such termination and release, as of the date hereof the Statement of Commitment has ceased to exist, is of no further force or effect, and any obligation, duty or liability thereunder imposed upon the property described on Exhibit A attached hereto ended.
2. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village has executed this Termination and Release as of the date first above written.

VILLAGE:

VILLAGE OF ELK GROVE VILLAGE,
a body politic and municipality of Illinois

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of the VILLAGE OF ELK GROVE VILLAGE, a body politic and municipality of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, ___he signed and delivered the said instrument as h___ free and voluntary act and as the free and voluntary act and deed of said body politic and municipality, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of this ____ day of March 2024.

SEAL

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTERLINE OF HIGGINS ROAD, EAST OF THE EAST LINE OF THE 200-FOOT STRIP OF LAND CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 12, 1939 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 12259408, AND SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID 200-FOOT STRIP OF LAND, WHICH IS 210.00 FEET (AS MEASURED ALONG THE EAST LINE OF SAID 200-FOOT STRIP OF LAND) SOUTH OF THE NORTH LINE OF SAID SECTION 26 TO A POINT IN THE CENTERLINE OF SAID HIGGINS ROAD, SAID LINE CROSSING THE WESTERLY LINE OF SAID HIGGINS ROAD AT A POINT, WHICH IS 185.00 FEET (AS MEASURED ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID 200-FOOT STRIP OF LAND) SOUTH OF THE NORTH LINE OF SAID SECTION 26, AND LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID 200-FOOT STRIP OF LAND FROM A POINT, WHICH IS 2065.07 FEET (AS MEASURED ALONG THE EAST LINE OF SAID 200-FOOT STRIP OF LAND) NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26, (EXCEPTING THAT PART THEREOF LYING NORTHEASTERLY OF A STRAIGHT LINE PARALLEL WITH AND NORMALLY DISTANT 17.00 FEET SOUTHWESTERLY OF THE ORIGINAL SOUTHWESTERLY LINE OF HIGGINS ROAD), IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 08-26-100-009-0000

Address of Real Estate: 1905 E. Higgins Road, Elk Grove Village, IL 60007

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FARMERS' MARKET LICENSE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND ELK GROVE FARMERS MARKET, NFP

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:

FARMERS MARKET LICENSE AGREEMENT

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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

FARMERS MARKET LICENSE AGREEMENT

This Agreement is made as of this ____ day of April, 2024 by and between the Village of Elk Grove Village, an Illinois Municipal Corporation (the “Village”), and Elk Grove Farmers Market, NFP (the “Licensee”).

A. The Village is the Owner of the premises as set forth on attached Exhibit “A” and hereinafter referred to as (“the premises”).

B. The Village has agreed to license the premises upon the terms and conditions provided herein.

C. This document constitutes a license and is not an easement or lease. Nothing in this License Agreement or the subsequent dealings between the Village and Licensee shall constitute or be interpreted as a grant of any property interest from the Village to the Licensee in the premises.

NOW, THEREFORE, in consideration of the foregoing recitals, this License is made upon the following express covenants and agreements, each of which is made a condition hereof:

1. License Premises – The Village hereby grants a revocable license to use the premises at the location depicted on the drawing attached hereto and incorporated herein as Exhibit “A”. The premises shall be used solely by the Licensee for purposes of operating a Farmers Market in strict conformance with the terms and conditions of this License Agreement.

2. Term – The term of this License Agreement shall commence on **June 1, 2024** and shall expire on **October 26, 2024** (hereinafter the “market season”).

3. Use of the License Premises – Licensee may use the licensed premises solely for setting up, maintaining, operating, and taking down a Farmers Market. Said Farmers Market will require a minimum of three bona fide food vendors selling agriculturally grown produce (fruits, vegetables, berries, meats, eggs, or cheeses) at the Farmers Market at every market event. The Licensee may set up and maintain the Farmers Market from the hours of 6:30 a.m. to 2:00 p.m. on Saturdays during the market season. Commercial sales by vendors at the Farmers Market may take place between the hours of 7:30 a.m. and 1:00 p.m.

4. Hold Harmless and Insurance – The Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insurance, the Village and its officers, appointees, agents, employees and affiliated entities as their interests may appear, with comprehensive public liability insurance, (including the broader extended liability endorsement) during the entire term hereof, with terms and companies satisfactory to the Village, with limits not less than \$1,000,000 combined single limit per occurrence for personal injury and property damage with a general aggregate of not less than \$2,000,000. The insurance shall cover all of the Licensee’s use of the premises as authorized by this agreement.

Licensee, to the greatest extent permitted under Illinois Law, shall defend, hold harmless and indemnify the Licensor, its officers, appointees, agents, employees and affiliated entities for any and all claims, actions, causes of action, demands, injuries, damages, costs including reasonable attorney’s fees resulting from the Licensee and its vendees operation of the Farmers Market and possession of the licensed premises only up to the maximum level of

insurance provided under the terms of the insurance policy for the benefit of the Licensee and the Village.

Licensee shall, prior to the commencement of the Agreement term, furnish to the Village certificates of evidence of such coverage, which certificate shall state that such insurance coverage may not be changed or cancelled without thirty (30) days written notice to the Village.

5. Market Manager – The Village will require an on-site “Market Manager”. The position of Market Manager shall be served by Connie Groat and she shall be in attendance at all times during set up, operation, and take down of the Farmers Market. If the Market Manager appoints a designee to manage the Farmers Market, said Market Manager will notify the Village in writing of the identity of that person in charge 48 hours prior to the start of that week’s Farmers Market.

6. Licensee Representation – Connie Groat shall also serve as Licensee Representative and shall represent the Elk Grove Farmers Market, NFP in all dealings with the Village related to this license agreement, its requirements, and obligations.

7. Electricity/Shelter – Electrical power will be available in the designated market area as depicted on the attached Exhibit “A”; however, the Village will not supply extension cords for the use of said electrical power. The Village will not be responsible for providing tents or shelter to the Market Vendors or the Market Manager.

8. Trash Removal – The Licensee shall provide refuse containers for the deposit of trash and shall exercise all reasonable efforts with its vendors and customers to clear refuse and debris from the premises and have it deposited in the refuse containers. Licensee shall arrange for removal of the refuse, debris and other trash from the refuse containers at the expense of Licensee.

9. Parking – The Village shall have no obligation to secure private parking for the Licensee, Market Vendors or Market Customers.

10. Signage and Marketing – The Village agrees to allow directional and informational event signage to be displayed around the market grounds, with the exception of parkways, only on the Saturdays of the market and said signs shall be removed by the close of each market event. All promotional and marketing material will require advance review and approval by the Village.

11. Alterations and Additions – The Licensee shall make no alteration, addition, improvement or change in or to the Village premises except the installation of temporary tents and other structures. No gaskets for tents shall be installed on paved surfaces, nor shall any permanent or temporary markings be left on said paved surfaces. Any and all special events to be conducted in addition to the Farmers Market will require **advance notification** and approval by the Village.

12. Payment – The Village will sponsor up to \$2,000 for entertainment costs and \$1,000 of Daily Herald and Journal Topics newspapers advertising costs. Licensee Representative shall submit receipts to the Village for reimbursement for the expenses by December 31, 2024. The Village shall maintain discretion to refuse reimbursement for receipts not submitted by December 31, 2024.

13. Compliance with Laws and Ordinances – The Licensee shall comply with all laws, ordinances and requirements of the State and Village. Market Vendors will need to comply with all food safety laws.

14. Waiver Risk of Laws – To the greatest extent permitted under Illinois law, neither the Village nor any of its officers, appointees, agents, employees, member’s affiliated entities shall be liable for any accident, injury or death, loss or damage resulting in any person or properties sustained by the Licensee

or the Licensee's agents, employees/invitees, or anyone claiming by or through the Licensee or any vendor or customer on the licensed premises without limitation, for the criminal acts of third parties. The Village shall have no obligation to provide security services, traffic direction, or other Police services beyond the typical police service provided to every resident and business in the Village. All property of the Licensee or Licensee agents, employees and/or invitees, anyone claiming by or through the Licensee or any user of the licensed premises shall be at the risk of the Licensee or such other person, and the Village shall not be liable for any damages thereto, including without limitation theft or vandalism of any vehicle or property at the licensed premises unless the property damages are the result of the sole negligence of the Village and not subject to an existing privilege or immunity. Nothing in this License Agreement shall be interpreted to waive any immunities or privileges provided to the Village as an Illinois Municipal Corporation under Illinois law, such privileges and immunities being specifically reserved by the Licensor in all circumstances.

15. Proceeds and Costs – The Licensee will make monetary donations of all proceeds of the Farmers Market to an Elk Grove Food Pantry as determined by the Village. The Licensee will be responsible for all costs associated with the operation and management of the Farmers Market, including record keeping costs, record storage costs, and taxes. If the Village requests a full accounting of the Farmers Market, Licensee will be required to provide said information within a reasonable time frame.

VILLAGE OF ELK GROVE VILLAGE ELK GROVE FARMERS MARKET, NFP

By: _____ By: _____
Mayor Craig B. Johnson Connie Groat, Licensee

ATTEST:

Laura Sue Awick, Special Events Coordinator

3 Outlets - 20 amps

2 Outlets - 20 amps

3 Outlets - 20 amps

2 Outlets - 20 amps



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL MUTUAL AID AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND THE ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION FOR THE PURPOSE OF PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MUTUAL AID SYSTEM (IEMMAS)

WHEREAS, the Village of Elk Grove Village has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the Village of Elk Grove Village pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the Village of Elk Grove Village Emergency Management Agency/Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment, and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the Village of Elk Grove Village, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the Village of Elk Grove Village Board of Trustees allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the Village of Elk Grove Village to provide as much as possible for assistance to the residents of the Village of Elk Grove Village and other Members of said Mutual Aid Service Agreement.

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

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the Village of Elk Grove Village Board of Trustees, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to

that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as “Exhibit A”.

Section 3: That the Mayor be and is hereby authorized to execute, on behalf of the Village of Elk Grove Village said Agreement and that the Village Clerk is authorized to attest to said Agreement.

Section 4: 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 _____ 2024

APPROVED this _____ day of _____ 2024

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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 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; 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 parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association 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, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of

the public. During such situations, one Member Unit's personnel and equipment may be called upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit": (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.

- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": 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.
- F. "Disaster": 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 any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of

elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.

- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.
- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board,

representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any 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, 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 Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual 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 Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following

action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the Requesting Unit;
3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, 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, equipment expenses, Emergency Services, 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 because the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. Third Party Reimbursement. – Expenses for Emergency Services recovered 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 personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding 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.
2. Intrastate Emergency Management Agency Tasking. Expenses recovered related to a

response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority 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 personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding 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. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. 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 personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding 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.

SECTION FIVE

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, or drone liability. 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 jurisdiction. To the extent permitted by governing law, 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 SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment 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 a person from an Aiding Unit 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 person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator. The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

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 Agreement 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.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

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 Management Staff, 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 all 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

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 hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall

be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION TWELVE

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 US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be

known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as “IEMMAS”). IEMMAS that shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “IEMMAS Board.”

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the

permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and

Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time

on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS 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, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (III. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A

