



ADDENDUM
REGULAR VILLAGE BOARD MEETING
AUGUST 12, 2025
7:00 PM

6. CONSENT AGENDA

- n. Consideration to adopt Ordinance No. 3909 annexing certain property to Elk Grove Village (94 North Arlington Heights Road).

(Upon annexation, the Owner seeks to have the Property designated as O-T Office/Transitional Zoning District.

(The Owner of the property has voluntarily requested annexation to the Elk Grove Village.)

- o. Consideration to adopt Resolution No. 54-25 to approve an Intergovernmental Agreement between the Village of Elk Grove Village and School District 59 for the Village to provide two School Resource Officers.

(District 59 has requested the presence of a School Resource Officer at Grove Junior High School and a School Resource Officer to rotate among the District's five elementary schools in Elk Grove Village.

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

(The Chief of Police recommends approval.)

- p. Consideration to adopt Resolution No. 55-25 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 2082 Estes Avenue.

(The Law Offices of Sarnoff Property Tax, on behalf of their client Kazko Holdings LLC, (Applicant) is seeking a new Cook County Class 6B property tax exemption for property located at 2082 Estes Avenue.

(The Applicant currently operates out of a 31,000 sq. ft. building at 1250 Pratt Blvd. and a 6,585 sq. ft. retail and manufacturing storefront at 35 S. Arlington Heights Road. Soon, the Applicant will transfer its manufacturing from 35 Arlington Heights Road to 1250 Pratt and will need more space to support its expanding bakery. The Applicant plans to purchase

and rehabilitate the 7,000 sq. ft. building at 2082 Estes for its related entity, Ideal Bakery Enterprises, to use for warehousing and potentially future baked goods manufacturing.

(Ideal Bakery is a family-owned business that started in 2006 and currently has 55-60 employees (mostly full-time) and plans to have 2-3 of these employees working at the subject property and hire an additional 6-10 employees within the first three years.

(The space requires interior and exterior improvements that are estimated to cost approximately \$400,000 and include a complete reconstruction of the parking lot and side drive aisle, replacement of the concrete dock, apron, and sidewalk, cleaning of the rear ditch, facade improvements, a new monument sign, as well as new landscaping.

(The eligibility requirements for 6B status are new construction, substantial rehabilitation, or buildings that have been vacant for a period of time. This site qualifies as it has been vacant for less than 12 continuous months with a purchase for value, with special circumstances, and substantial rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years, then 15% in the eleventh year and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development and Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent on the Applicant completing the improvements stated in their application.

(The Director of Business Development and Marketing recommends issuing a Letter of Receipt.)

- q. Consideration to adopt Resolution No. 56-25 authorizing the Mayor to execute a Letter of Receipt stipulating the terms of an agreement for an application seeking a Cook County Class 6B Property Tax Exemption status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018 for certain real estate located at 131 Garlisch Street.

(The Law Offices of Sarnoff Property Tax, on behalf of their client 131 Garlisch LLC, (Applicant) is seeking a Cook County Class 6B property tax exemption for property located at 131 Garlisch Street.

(The Applicant plans to purchase and occupy the 10,000-square-foot building and use it for warehousing and distribution of security systems.

(131 Garlisch LLC, commonly known as Forbel Alarms, Inc. needs more space to fit its growth plans and plans to move its entire operation to this location. Forbel Alarms has 11 employees (9 full-time; 2 part-time) and plans to hire 1 employee immediately and an additional 3-5 employees within the first three years.

(The Applicant will refurbish the building to increase its functionality and improve the exterior aesthetics at an estimated cost of \$300,000-\$350,000.

(Improvements include a new façade, updated landscaping, replacement of the concrete loading dock, parking lot aprons and sidewalk, resurfacing of the parking lot, painting the metal roof, and new windows on the front facade. The Applicant will also clean out the rear drainage ditch.

(The eligibility requirements for 6B status are new construction, substantial rehabilitation, or buildings that have been vacant for a period of time. This site qualifies as an occupation of an abandoned property that has been vacant for less than 12 continuous months with a

purchase for value, special circumstances, and substantial rehabilitation.

(Property approved for Class 6B status allows the owner of the property to have the assessment level lowered for a period of twelve years. The assessment schedule is 10% of fair market value for ten years, then 15% in the eleventh year, and 20% in the twelfth year. Industrial property is currently assessed at 25% of fair market value in Cook County.

(Upon approval, the Director of Business Development & Marketing will issue a Letter of Receipt to the Applicant. The Letter of Receipt will allow the Applicant to file an application with Cook County. Final approval is at the discretion of the Village Board and contingent on the Applicant completing the improvements stated in their application.

(The Director of Business Development & Marketing recommends issuing a Letter of Receipt.)

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO ELK GROVE VILLAGE
(94 NORTH ARLINGTON HEIGHTS ROAD)**

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), Elk Grove Village (“Village”) has the authority to annex territory which is not within the corporate limits of any municipality but which is contiguous to a municipality and has no electors residing therein; and

WHEREAS, the record owner of the territory herein described has voluntarily requested annexation to the Elk Grove Village; and

WHEREAS, it is in the best interest of Elk Grove Village that said territory be annexed to and become part of the Village and that the territory be zoned as O-T Office/Transitional Zoning District upon annexation.

THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Elk Grove Village, Cook County, Illinois:

Section 1: That the findings set forth above are incorporated by reference into this Section 1 as if fully set forth herein.

Section 2: That this Mayor and Board of Trustees further find as follows:

- (a) The territory described in Section 3 of this Ordinance is not within the corporate limits of any municipality, but is contiguous to Elk Grove Village, Cook County, Illinois, a municipality existing under the laws of the State of Illinois.
- (b) The record owner has petitioned the corporate authorities of Elk Grove Village to annex said territory into the Village.
- (c) That the territory herein described is not located in a public library district nor in a fire protection district.
- (d) That the territory to be annexed does not include highways under the jurisdiction of any township.
- (e) Notice of the proposed annexation has been given to the corporate authorities of Cook County.

Section 3: That the territory legally described as follows:

NORTH CEMETERY LANE (PART OF P.I.N 08-16-401-010)

DOC. #99555831 REC. JUNE 10, 1999

THAT PART OF LOT 1 IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1928 AS DOCUMENT 10023115, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING NORTH 07 DEGREES 31 MINUTES 26 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 305.00 FEET; THENCE SOUTH 83 DEGREES 07 MINUTES 34 SECONDS EAST 214.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07 DEGREES 31 MINUTES 26 SECONDS EAST 210.58 FEET; THENCE SOUTH 58 DEGREES 23 MINUTES 56 SECONDS EAST 54.76 FEET; THENCE SOUTH 07 DEGREES 31 MINUTES 26 SECONDS WEST 187.68 FEET; THENCE NORTH 83 DEGREES 07 MINUTES 34 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 9,955 SQUARE FEET, OR 0.23 ACRES, MORE OR LESS.

SOUTH CEMETERY LANE (P.I.N 08-16-401-040)

DEED #99555832 REC. JUNE 10, 1999

THAT PART OF LOT 1 IN AUGUST BUSSE'S DIVISION OF PARTS OF THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1928 AS DOCUMENT 10023115, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING NORTH 07 DEGREES 31 MINUTES 26 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 166.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 07 DEGREES 31 MINUTES 26 SECONDS EAST 50.00 FEET; THENCE SOUTH 82 DEGREES 15 MINUTES 04 SECONDS EAST 122.61 FEET; THENCE EASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH, RADIUS 91.02 FEET, CENTRAL ANGLE 90 DEGREES 13 MINUTES 30 SECONDS, 143.34 FEET; THENCE SOUTH 83 DEGREES 07 MINUTES 34 SECONDS EAST 50.00 FEET; THENCE SOUTH 07 DEGREES 31 MINUTES 26 SECONDS WEST 0.57 FEET; THENCE WESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTH, RADIUS 141.02 FEET, CENTRAL ANGLE 90 DEGREES 13 MINUTES 30 SECONDS 222.07 FEET; THENCE

NORTH 82 DEGREES 15 MINUTES 04 SECONDS WEST ALONG TANGENT 122.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 15, 280 SQUARE FEET, OR 0.35 ACRES, MORE OR LESS.

Common Address: 94 North Arlington Heights Road, Elk Grove Village, 60004

is hereby annexed to the Elk Grove Village, Cook County, Illinois, all in conformance with and as shown on the plats and maps of annexation of said territory prepared by a registered land surveyor of the State of Illinois, attached hereto and made a part hereof as **EXHIBIT A**.

Section 4: That the Village Clerk is hereby and herewith instructed, to promptly record with the Cook County Clerk's Office, Recordings Division, Illinois:

- (a) A copy of this Ordinance certified as correct by the Clerk of said Elk Grove Village; and
- (b) The plats of the land included in this annexation, as required by law, said plats to be attached to the aforesaid certified copy of this Ordinance.

And to send a certified copy of this Ordinance, within 30 days of adoption, to the Cook County Election Department/Commission, by certified or registered mail.

Section 5: The new boundary of Elk Grove Village shall extend to the far side of any adjacent right-of-way, provided said right-of-way is not currently located within the corporate limits of another municipality, and shall include all of every right-of-way within the area annexed hereby.

Section 6: The territory upon annexation into Elk Grove Village shall be zoned O-T Office/Transitional Zoning District.

Section 7: That this Ordinance shall be in full force and effect upon and after its adoption and approval as required by law.

ADOPTED this ____ day of _____, 2025, by a roll call vote of the Corporate Authorities as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2025, by the Mayor of Elk Grove Village.

By: _____

Craig B. Johnson, Mayor

ATTEST:

Jennifer Mahon, Village Clerk

Dated this _____ day of _____, 2025.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK’S CERTIFICATE

I, Jennifer Mahon, do hereby certify that I am the regularly appointed, qualified and acting Village Clerk of Elk Grove Village, Cook County, Illinois.

I do further certify that attached hereto is a true and correct copy of an ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE ANNEXING CERTAIN PROPERTY TO ELK GROVE VILLAGE
(94 NORTH ARLINGTON HEIGHTS ROAD)

passed by the Board of Trustees of Elk Grove Village at a regular meeting held on the ____ day of _____, 2025, at which meeting a quorum was present, and approved by the Mayor of Elk Grove Village on the ____ day of _____, 2025,

I further certify that the vote on the question of passage of the said Ordinance by the Board of Trustees of Elk Grove Village was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of Elk Grove Village and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Elk Grove Village, Cook County, Illinois, this ____ day of _____, 2025.

Jennifer Mahon, Village Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND SCHOOL DISTRICT 59 FOR THE VILLAGE TO PROVIDE TWO SCHOOL RESOURCE OFFICERS

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

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

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

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

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

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2025

APPROVED this _____ day of _____ 2025

APPROVED:

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

ATTEST:

Jennifer S. Mahon, Village Clerk

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

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

WITNESSETH:

WHEREAS, District 59 desires to have two Village of Elk Grove Village School Resource Officers (S.R.O.) detailed to Grove Junior High School and other Elk Grove Village District 59 schools (to be determined), on a contract basis; and

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

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

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

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

SECTION 1. Incorporation of Recitals

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

SECTION 2. Obligations and Responsibilities of the Village

2.0 Provide Village Police Officers to District 59 for Interview

The Elk Grove Village Police and School District 59 shall collaborate on selecting the actual Elk Grove Village Police Officers who will be assigned to Grove Junior High and other Elk Grove Village District 59 schools. The parties acknowledge that officers may change due to unforeseen circumstances, including promotion, retirement, and similar circumstances, but every effort shall be made to have the same police officers from August until June of the school year. The Village shall provide the officers with the following qualifications:

State of Illinois Certified Police Officer Juvenile Certification

Minimum 2 years of police service

Trained in gang resistance and alcohol/drug resistance curricula

Verbal, written and interpersonal skills including public speaking

Knowledge of, and experience in, matters involving cultural diversity

Educational background/experience

Must be able to function as a strong role model

2.1 Assignment of Village Police Officers to District 59

Following the selection of the officers, the Village shall assign to District 59 the officers to act as the S.R.O. on issues of security and community education. However, the Village Police Officers will remain employees of the Village and all personnel rules applicable to said Village Officers shall continue to apply to the officers and the officers will at all times abide by all personnel rules of the Village of Elk Grove Village and the Rules, Regulations, and General Orders of the Police Department. The Village represents that the S.R.O.s have undergone all requisite background checks in accordance with Section 10-21.9 of the Illinois School Code, the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, DCFS Child Abuse and Neglect Tracking System, and Faith's Law, 105 ILCS 5/22-94.

2.2 Duties and Responsibilities of Village Police Officer

The Village Police Officers assigned to District 59 shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with the school administration and staff to plan and schedule appropriate lessons in gang/violence, safety, and drug and alcohol resistance education.
2. Teach lessons in gang/violence resistance, safety, and drug and alcohol resistance to all students.
3. Assist the curriculum department in evaluating curriculum units taught on gang/violence and drug/alcohol resistance education.
4. Actively participate on the District 59 Drug Advisory Committee, participate in related district professional learning, and work cooperatively with student services staff.
5. Provide training for faculty and staff on the role of the police liaison as well as on

topics of interest and importance to the staff related to her/his expertise.

6. During an extended absence of a District 59 SRO assigned to Mount Prospect, Arlington Heights, or Des Plaines District 59 schools, an Elk Grove Village SRO will provide general safety lessons and/or training to those schools for a period of time not to exceed 5 total hours per week.

Resource Responsibilities

1. Maintain office hours each day for consultation with students.
2. Work collaboratively with the PTA to arrange and participate in parent/community education sessions.
3. Interact with students as a positive role model during lunch and study hall periods.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at risk students.
5. Establish a working relationship with behaviorally at risk students.
6. Upon request, assist the School District with investigating and responding to student conduct in violation of the building, the School District Student Handbook, and the School District behavior policies, including participating in threat assessments and testifying at suspension review and expulsion hearings.

Security Responsibilities

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

Body Worn Camera (BWC)

The Elk Grove Village Police Department recognizes that the duties and working environment for S.R.O.s are unique within law enforcement. It is recognized that S.R.O.s are required to maintain school safety while keeping the sanctity of the learning environment that the school provides. S.R.O.s are expected to continuously build trusting relationships with students and staff. They also have impromptu interventions with students to de-escalate arguments and conflicts. It is with this understanding that additional restrictions are placed on the S.R.O.s when

using BWCs during school hours or events. BWCs shall always be activated when required by law. The BWC should not be activated when engaged in the following situations:

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

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

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

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

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

District employee.

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

2.3 School District Authority Over Educational Environment

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

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

SECTION 3. Obligations and Responsibilities of District 59

District 59 will reimburse the Village for 6/12 of the cost of each Police Officer according to the following formula, attached hereto and marked Appendix A, which may be reviewed, modified and/or changed on an annual basis. For purposes of reimbursement of cost, District 59 shall abide by the terms of the Collective Bargaining Agreement between the Village of Elk Grove Village and Chapter 141 of The Metropolitan Alliance of Police.

SECTION 4. Term

This agreement shall commence on the date of execution of this Agreement and continue in full force and effect up to and including July 31, 2026, and thereafter shall be automatically renewed on an annual basis subject to the reimbursement provisions of Section 3 above. Either party may terminate this Agreement at any time during the term by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 5. Liability, Responsibility, and Authority

District 59 shall and hereby does indemnify and hold harmless the Village of Elk Grove Village and its officers or employees against any claims, demands, costs and expenses including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful and wanton conduct of the Village and its

officers or employees. The Village shall and does hereby indemnify and hold harmless District 59, its officers, and employees, against any claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands costs and expenses have not been caused by the negligence or the willful and wanton conduct of District 59 and its officers or employees.

SECTION 6. Schedule

The Parties agree that the S.R.O. shall be assigned to work according to the School District calendar. The School District retains the right to request the S.R.O. work extracurricular activities occurring outside of regular school hours. If the School District requests the S.R.O. to work hours beyond the typical school day, the School District will provide advance notice and pay the S.R.O. pursuant to their hourly rate. The following extracurricular events, or an alternative agreed upon schedule of extracurricular activities totaling up to 28 hours of work will be included in the payment outlined in this Agreement at no additional cost to the School District.

1. Welcome back to school events
2. Parent teacher conferences
3. High-attendance athletic events
4. Dances
5. Graduation ceremony

SECTION 7. Reciprocal Reporting & Record Management

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

As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into

custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy.

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

SECTION 8. General Provisions

8.0 Amendment to the Contract

Any terms or conditions of this agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Village and District 59.

8.1 Good Faith

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

8.2 Severability

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

8.3 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit

the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

8.4 Assignment/Binding Effect

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

8.5 Waiver of Breach

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

8.6 Merger Clause - Amendment

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

8.7 Counterparts

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

8.8 Compliance with All Laws

The Village and District 59 shall at all times observe and comply with the laws, ordinances, regulations, and codes of Federal, State, County, and other local government agencies, which may in any manner affect the performance of this agreement.

8.9 Governing Law

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

8.10 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the Village or District 59, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or District 59, respectively.

8.11 Notice

Any and all communications regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to District 59, to Superintendent of Schools, Community Consolidated School District 59, 1001 Leicester Road, Elk Grove Village, Illinois 60007; if to the Village, to the Village Manager, Village of Elk Grove Village, 901 Wellington, Elk Grove Village, Illinois 60007. Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons or process.

IN WITNESS WHEREOF, the Village and District 59 have executed this Agreement on the 6th day of August, 2025.

[Intentionally blank – signature pages follow]

SIGNATURE PAGE: VILLAGE OF ELK GROVE VILLAGE

VILLAGE OF ELK GROVE VILLAGE

By: _____
Craig B. Johnson, Village President

ATTEST:

By: _____
Jennifer Mahon - Village Clerk

SIGNATURE PAGE: COMMUNITY CONSOLIDATED SCHOOL DISTRICT # 59

COMMUNITY CONSOLIDATED SCHOOL DISTRICT #59

By: _____
President, Board of Education

ATTEST:

By: _____
Secretary, Board of Education

Appendix A

2025-2026 School Year

Elk Grove Village Police Officer Billing Rate for Two School Resource Officers at the cost of 6/12 of the cost of each Police Officer.

		D59 COST
ITEM	COST	2025-2026
Salary	per union contract	\$ 116,755
Longevity	per union contract	\$ 1,500
Firearms Certification	per union contract	\$ 2,250
Medicare Tax	1.45%	\$ 1,693
Pension	Normal Cost of Actuary Report, 19.92%	\$ 23,258
Medical	Per HR Worksheet	\$ 27,178
Dental	Per HR Worksheet	\$ 1,416
Life	Per HR (.112 per thousand mo.)	\$ 95
Work Comp	Budget / #EE	\$ 847
Clothing Allowance	per union contract	\$ 700.00
	ANNUAL COST	\$ 175,692

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018, FOR CERTAIN REAL ESTATE LOCATED AT 2082 ESTES AVENUE, ELK GROVE VILLAGE, ILLINOIS (KAZKO HOLDINGS LLC)

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 12 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 2082 Estes Avenue, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-35-102-052-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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:

Section 1: That the request of the Petitioner to have certain real estate located at 2082 Estes Avenue, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-35-102-052-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

THE EAST 150 FEET (EXCEPT THE EAST 4 FEET THEREOF) OF THE WEST 2164 FEET OF LOT 29 IN CENTEX INDUSTRIAL PARK UNIT 5, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 26, 1960 AS DOCUMENT NUMBER 1944839.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-35-102-052-0000.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of the approval of this Resolution:

- a. Reconstruction of parking lot and side drive aisle;
- b. Replacement of concrete dock, apron and concrete sidewalk;
- c. Clearing of the rear ditch and new landscaping; and
- d. New monument sign and façade improvements.

Section 5: 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 _____ 2025.

APPROVED this _____ day of _____ 2025.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Jennifer S. Mahon, Village Clerk

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE APPROPRIATENESS FOR CLASS 6B STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE AS AMENDED JULY 27, 2018, FOR CERTAIN REAL ESTATE LOCATED AT 131 GARLISCH DRIVE, ELK GROVE VILLAGE, ILLINOIS (131 GARLISCH LLC)

WHEREAS, the Village of Elk Grove Village desires to promote the development of industry in the Village of Elk Grove; and

WHEREAS, the Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of July 27, 2018, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, in the case of abandoned property, if the municipality or the Mayor and Board of Trustees, finds that special circumstances justify finding that the property is "abandoned" for purpose of Class 6B, even though it has been vacant and unused for less than 12 months, that finding, along with the specification of the circumstances, shall be included in the resolution or ordinance supporting and consenting to the Class 6B application. Such resolution or ordinance shall be filed with the eligibility application. If the ordinance or resolution is that of a municipality, the approval of the Board of Commissioners of Cook County is required to validate such shortened period of qualifying abandonment, and a resolution to that effect shall be included with the Class 6B eligibility application filed with the Assessor; and

WHEREAS, the Petitioner has applied for or is applying for Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 131 Garlisch Drive, in the Village of Elk Grove Village, Cook County, Illinois, with the Property Index Number 08-22-205-007-0000, and has proven to this Board that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate.

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:

Section 1: That the request of the Petitioner to have certain real estate located at 131 Garlisch Drive, Elk Grove Village, Cook County, Illinois, identified by Property Index Number 08-22-205-007-0000, declared eligible for Class 6B special circumstances status pursuant to the Cook County Real Property Classification Ordinance as amended July 27, 2018, is hereby granted in that this Board and the Village of Elk Grove Village, Illinois, has determined that the incentive provided by the said Class 6B Tax Incentive Ordinance is necessary for the said development to occur on the subject property, legally described as follows:

LOT 25 IN GARLISCH SUBDIVISION UNIT NUMBER 23, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Section 2: That the Special Circumstances as outlined by the petitioner are attached hereto as Exhibit "A" and made a part thereof.

Section 3: That the Village of Elk Grove Village, Illinois hereby supports and consents to the Class 6B Application and approves the classification of the subject property as Class 6B property pursuant to the Cook County Real Property Classification Ordinance and the Class 6B tax incentives shall apply to the property identified as Permanent Real Estate Index Number 08-22-205-007-0000.

Section 4: That the Mayor and Village Clerk are hereby authorized to sign any necessary documents to implement this Resolution subject to the petitioner completing the following conditions within twelve months of the approval of this Resolution:

- a. New façade and update the landscaping;
- b. Replacement of concrete loading dock, parking lot aprons and sidewalk;
- c. Resurfacing of parking lot;
- d. Painting the metal roof and new windows on the front façade; and
- e. Clean out the rear drainage ditch.

Section 5: 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 _____ 2025.

APPROVED this _____ day of _____ 2025.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Jennifer S. Mahon, Village Clerk