

MUNDELEIN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING
Monday, July 8, 2019, 7:30 P.M.
AGENDA

Call To Order:

Pledge of Allegiance:

Roll Call: Dolan, Frasier, Knudson, McGrath, Ortega

Approval of Minutes: Committee Meeting June 24 2019
Regular Meeting June 24, 2019

Approval of Disbursements: Warrant - 062819, 070119, 070219, 070419, 070819 =
\$423,061.93

Correspondence: Thank you letter from IAPD

New Business: 1. Review and Release of Executive Session Minutes
2. Update Diamond Lake Ordinances
3. Staff Continuing Education Travel Expense Approval

Board Business:

Executive Session: Personnel 5 ILCS 120/2 (c)(1);
Purchase or Lease of Real Estate 5 ILCS 120/2 (c)(5); Imminent or
Pending Litigation 5 ILCS 120/2 (c)(11)
Collective Bargaining or Salary Schedules 5 ILCS 120/2(c)(2)

Action on Items Discussed in Executive Session, if Necessary

Visitors:

Adjournment:

Rules for Public Comment:

- A. At the start of the period for public comment the board President or acting chairperson will advise the public:
 - 1. The amount of time permitted for public comment;
 - 2. That all speakers state their name and addresses before addressing the Board;
 - 3. To avoid repetitive comments, testimony and general questions; and
 - 4. To appoint only one person to speak on behalf of a group.
- B. Each person will be permitted to speak one time only, unless the President determines that allowing a speaker to address the Board again will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
- C. Unless a representative spokesperson is appointed in the manner described in rule D, all comments from the public will be limited to no more than three (3) minutes per person.
- D. Groups may register a representative spokesperson by filing an appearance form no later than one (1) hour in advance of a meeting. The appearance form must designate (i) the number of people the designee represents for the purpose of making public comment; (ii) the subject matter of the public comments; and (iii) whether the subject being represented by a group spokesperson shall be deemed to have waived their opportunity to speak independently unless the President determines that allowing such a speaker to address the Board will contribute new testimony or evidence germane to an issue on the agenda for that meeting.
 - 1. A representative spokesperson who timely files a complete appearance form to speak on a matter germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of fifteen (15) minutes.
 - 2. A representative spokesperson who timely files a complete appearance form to speak on a matter not germane to the agenda shall be permitted to speak for three (3) minutes for each person being represented, up to a maximum of nine (9) minutes.
- E. The Board shall not respond to questions posed during public comment. All questions shall be recorded by the Board Secretary and a response shall be presented either during the next regular Board meeting or in writing before such meeting.
- F. All comments must be civil in nature. Any person who engages in threatening, slanderous or disorderly behavior when addressing the Board shall be deemed out-of-order by the presiding officer and his or her time to address the Board at said meeting shall end.

Approved 4/14/2014 Board Meeting

Mundelein Park & Recreation District
Committee of the Whole
June 24, 2019

The Committee of the Whole meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District was called to order at 7:00 pm by Vice President FRASIER.

Present were Commissioners FRASIER, KNUDSON and McGRATH. Staff present included Executive Director RESNICK, Golf Operations Manager BROLLEY, Golf Course Superintendent DORUFF, Superintendent of Buildings & Grounds SOLBERG, Superintendent of Recreation LAPORTE and Superintendent of Business Services & Technology McINERNEY.

Executive Director RESNICK asked the Board for any feedback regarding recent requests for reductions the District's developer donations. Vice President FRASIER said the District's policy is based on a long standing formula and the cost per acre was verified by the State of Illinois so he feels the District should keep the policy and per acre cost the same. Commissioners KNUDSON and McGRATH agreed.

The Board was updated on the sale of land behind Mechanics Grove School to District 75. The closing is June 27, 2019 and the School District will be using the property for a solar farm.

The District was recognized by the Mundelein Stand Up Committee for supporting their efforts to keep Mundelein a sober safe youth community.

Two recent bids were reviewed. The demolition of the tennis courts and Leo Leathers Park and sealcoating at various District locations. Staff was recommending awarding a contract to the low bidder for the tennis court demolition, but the sealcoat low bidder did not submit their bid on the correct form and did not include a price for the alternate. Past work by this vendor was not satisfactory. Staff was recommending going with the second low bid.

The Committee Meeting adjourned at 7:11 pm.

Secretary

**MUNDELEIN PARK AND RECREATION DISTRICT BOARD OF
PARK COMMISSIONERS, MUNDELEIN, LAKE COUNTY, ILLINOIS
HELD MONDAY, JUNE 24 2019 AT 7:30 P.M. AT THE
MUNDELEIN COMMUNITY CENTER ADMINISTRATION OFFICES,
1401 NORTH MIDLOTHIAN ROAD, MUNDELEIN, ILLINOIS**

The regular scheduled meeting of the Board of Park Commissioners of the Mundelein Park and Recreation District, Mundelein, Lake County, Illinois, was called to order at 7:30 p.m. by Vice President FRASIER and he asked the assemblage to rise and recite the Pledge of Allegiance.

He then directed the secretary to call the roll. Commissioners FRASIER, KNUDSON, and McGRATH were present. Staff present included Executive Director RESNICK, Golf Operations Manager BROLLEY, Golf Course Superintendent DORUFF, Superintendent of Buildings & Grounds SOLBERG, Superintendent of Recreation LAPORTE and Superintendent of Business Services & Technology McINERNEY. Commissioners ORTEGA and DOLAN were absent.

Commissioner KNUDSON moved to approve the minutes of the Committee Meeting and Regular Meeting of June 10, 2019, second by Commissioner McGRATH. Vice President FRASIER repeated the motion and asked if there were any corrections or additions and none were made. A voice vote was taken with all voting yes.

Commissioner McGRATH moved to approve Warrants 061419, 061819 and 062419 in the amount of \$520,057.85 second by Commissioner KNUDSON. Vice President FRASIER repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners McGRATH, KNUDSON and FRASIER voting yes.

Commissioner KNUDSON moved to place the May Financials on file, second by Commissioner McGRATH. Vice President FRASIER repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners KNUDSON, McGRATH and FRASIER voting yes.

Commissioner KNUDSON moved to place the May Police Report on file, second by Commissioner McGRATH. Vice President FRASIER repeated the motion and asked if there were any questions. A roll call vote was taken with Commissioners KNUDSON, McGRATH and FRASIER voting yes.

New Business

The Board reviewed the bids for demolition of the tennis courts at Leo Leathers Park. Commissioner KNUDSON moved to award a contract to DK Contractors in an amount not to exceed \$38,028 for the demolition of the tennis courts at Leo Leathers Park, second by Commissioner McGRATH. Vice President FRASIER repeated the motion and

Asked if there were any questions and none were raised. A roll call vote was taken with Commissioners KNUDSON, McGRATH and FRASIER voting yes.

Vice President FRASIER said bids were received for sealcoating at several locations. Staff was not recommending the low bidder as they had not submitted their bid on the correct form, did not include a price for the alternate and had not performed well on past work for the District. Commissioner McGRATH moved to award a contract to Kaplan in an amount not to exceed \$24,581 for seal coating at Ambria Lift Station, Community Sled Hill lot, Barefoot Bay main and overflow, path to Barefoot Bay and Community Park Softball lot, second by Commissioner KNUDSON. Vice President FRASIER repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners KNUDSON, McGRATH and FRASIER voting yes.

Staff Reports

Golf

Commissioner McGRATH asked about the recent Mundelein High School Booster outing. Golf Operations Manager BROLLEY said it went very well and they had a large turnout. Vice President FRASIER commented on how effective the dog service was at reducing the number of geese on the course. Golf Course Superintendent DORUFF said the vendor was very diligent and had been coming out twice a day and they were off now until mid-August as the geese cannot fly again until then. Commissioner KNUDSON asked about the condition of the ash trees. Golf Course Superintendent DORUFF said because of the treatments staff had been completing every two years on the trees, we have not lost any ash trees.

Parks

Commissioner KNUDSON commented on the playground grant received through IPRA, PlayCore, Game Time and Cunningham Recreation. Superintendent of Building & Grounds SOLBERG said the project went very smoothly and because of the grant additional equipment was installed. The installer did a great job. Vice President FRASIER said both parks looked very good.

Recreation

Commissioner McGRATH asked if the Lake County Stallions had ever submitted their information since they were not at the Board meeting with the other affiliate groups. Superintendent of Recreation LAPORTE said he was not sure and would follow up. Vice President FRASIER commented on the strong enrollment for the dance program. Commissioner KNUDSON said he went to the Art in the Park held recently and it was a very nice event. Superintendent of Recreation LAPORTE said there will be two more, July 18 at Diamond Lake Beach and August 1 at Hanrahan Park.

Business Services

Vice President FRASIER commented that with the start of summer activities, the number of injuries had increased, but it was good to see they weren't serious injuries. Commissioner KNUDSON asked about the broken window at the Beach. Superintendent of Business Services & Technology McINERNEY said the police are looking into as vandalism but do not have any leads. Commissioner McGRATH asked how many Rangers had been hired for the Boat Patrol. Superintendent of Buildings & Grounds SOLBERG said there are five part time Rangers. Tim Shasko has returned for the second year and has been doing an excellent job keep trainings and schedules organized.

Vice President FRASIER announced service anniversaries: Mickey Kokinis, 16 years.

There being no further business, Commissioner McGRATH moved to adjourn at 7:42 p.m. second by Commissioner KNUJDSON. The motion was unanimously approved.

Secretary

**MEETING REMINDER
MONDAY, JULY 8, 2019**

**7:00 pm Committee Meeting
7:30 pm Regular Board Meeting**

Updates

1. Historical Commission IGA and Collection Policy
2. Violent Critical Incident Procedures
3. Steeple Chase Driving Range
4. Community Park Ice Rink
5. Property Tax Appeal
6. Executive Session

Action Items

1. Review and Release of Executive Session Minutes
2. Update Diamond Lake Ordinances
3. Staff Continuing Education Travel Expense Approval

Updates

Attached is the proposed intergovernmental agreement with the Village of Mundelein regarding the Historical Commission and operation of the Mundelein Historical Museum. The Collection Policy will be part of the IGA.

The Park District was recognized for our support of the Stand Up Committee's efforts to help maintain a safe, sober community for our youth.

We met with the architect and environmental consultant regarding the driving range at Steeple Chase. I will update the Board on next steps.

The ice rink project for Community Park is out to bid. Bids are due July 18 and a recommendation should be presented to the Board at the July 22 meeting.

There was one property appeal for 1331 Innovation Road. They are requesting a \$149,060 reduction in their assessed value. The County handles these appeals.

President Ortega has requested an Executive Session for the discussion of Purchase or Lease of Real Estate.

Action Items

Semi-annually the Board is required to review all closed session minutes to determine if there is still a need for confidentiality. The attached list shows all closed session minutes and the subject of each. Minutes that no longer need to remain confidential can be released.

Staff recommends releasing minutes from May 14, 2018, September 10, 2018, October 8, 2018, December 20, 2018, April 8, 2019 and the portion pertaining to personnel from April 22, 2019.

Our Boat Rangers have reviewed the Ordinances pertaining to use of Diamond Lake and are recommending two minor changes. One is the age of passengers required to wear personal flotation devices and the other is the distance between boats and swimmers. The first is to be in accordance to state law and the second is more practical for the size of the lake.

Staff recommends updating the Diamond Lake Ordinances as presented.

The Illinois Government Finance Officers conference will be held in September in Bloomington. We did not have this on the continuing education expense list approved in January as we were not sure if the Superintendent of Business Services & Technology would be attending. Debbie McInerney is able to attend and we believe it would be very beneficial and funds are available.

Staff recommends approving \$850 for Superintendent of Business Services & Technology Debbie McInerney to attend the Illinois Government Finance Association's annual conference in Bloomington, IL.

June 19, 2019

Kevin Dolan
25967 N. Arrowhead Drive
Mundelein, IL 60060

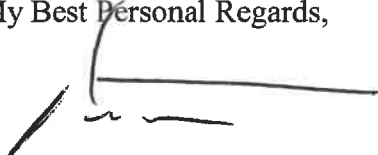
Dear Kevin:

Please extend my thanks to the entire board and staff of the Mundelein Park & Recreation District and Steeple Chase Golf Club for hosting such a wonderful outing as part of IAPD's 18th Annual Summer Golf Tour!

Mundelein Park District representatives have always exuded warmth and hospitality, and Monday was no exception. Steeple Chase's helpful, friendly staff made sure that we were well cared for, and the course was beautiful. Everyone had a great time!

Thanks again, Kevin. Your support of *Friends of Illinois Parks* and the Illinois Association of Park Districts is very much appreciated.

My Best Personal Regards,



Peter M. Murphy
President/CEO

C: Margaret Resnick, Executive Director



Executive Session Minutes to release:

May 14, 2018 – Collective Bargaining
September 10, 2018 – Real Estate
October 8, 2018 – Real Estate
December 20, 2018 – Personnel
April 8, 2019 – Personnel
April 22, 2019 – Personnel & Real Estate (release Personnel)

Executive Session Minutes to hold:

September 11, 2006 – Personnel
November 11, 2006 – Personnel
December 5, 2006 – Personnel
December 6, 2006 – Personnel
April 28, 2008 – Pending Litigation and Employee Compensation (hold pending litigation)
June 14, 2010 – Acquisition of Real Estate
September 13, 2010 – Acquisition of Real Estate
April 25, 2011 – Employee Compensation, some items previously released
May 23, 2011 – Employee Compensation, some items previously released
February 13, 2012 – Personnel, some items previously released
March 26, 2012 – Personnel, some items previously released
June 11, 2012 – Employee Performance
June 25, 2012 – Employee Performance
September 9, 2013 – Employee Compensation
October 28, 2013 – Acquisition of Real Estate
April 14, 2014 – Acquisition of Real Estate, some items previously released
June 9, 2014 – Acquisition of Real Estate
November 24, 2014 – Employee Performance
April 13, 2015 – Employee Performance
September 28, 2015 – Acquisition of Real Estate
March 14, 2016 – Keep portion relating to Personnel, some items previously released
May 9, 2016 – Acquisition of Real Estate and Succession Planning
July 25, 2016 – Acquisition of Real Estate and Employee Compensation
August 8, 2016 – Employee Compensation
October 10, 2016 – Acquisition of Real Estate, some items previously released
October 24, 2016 – Acquisition of Real Estate
November 28, 2016 – Employee Performance
April 10, 2017 – Employee Performance
May 22, 2017 – Pending Litigation
August 28, 2017 – Real Estate and Personnel (keep real estate portion)
February 12, 2018 – Personnel
March 12, 2018 – Personnel
March 26, 2018 – Real Estate, Personnel, Imminent Litigation
July 23, 2018 – Real Estate
March 25, 2019 – Real Estate
April 22, 2019 – Personnel & Real Estate (keep real estate portion)

Reviewed July 8, 2019

- (E) No person may use a recreational boat unless each device required by the Section is:
 1. Readily accessible;
 2. In serviceable condition;
 3. Of the appropriate size for the person for whom it is intended; and
 4. Legibly marked with the U.S. Coast Guard approval number.
- (F) No person may operate a personal watercraft or specialty prop-craft unless each person aboard is wearing a Type I, Type II, Type III or Type V PFD approved by the United States Coast Card.
- (G) No person may operate a watercraft under 26 feet in length unless a Type I, Type II, Type III or Type V personal notation device is being properly worn by each person ~~under the age of 13~~ under the age of 12 on board the watercraft at all times in which the watercraft is underway, however, this requirement shall not apply to persons who are below decks in totally enclosed cabin spaces. This provision shall not apply to a person operating a watercraft on private property.

SECTION 5.05 LIGHTS

- (A) It is unlawful to operate any vessel less than twenty-six (26) feet in length unless the following lights are carried and displayed when underway from sunset to sunrise:
 1. A bright, white light aft to show all around the horizon, visible for a distance of two (2) miles.
 2. A combination light in the forepart of the boat lower than the white light an, showing green to starboard and red to port, so fixed as to throw a light from dead ahead to two (2) points abaft the beam on their respective sides and visible for a distance of not less than one (1) mile.
- (B) Watercraft propelled by muscular power when underway shall carry on board from sunset to sunrise, but not fixed to any part of the boat, a lantern or flashlight capable of showing a white light visible all around the horizon at a distance of two (2) miles or more, and shall display such lantern in sufficient time to avoid collision with another watercraft.
- (C) Sailboats equipped with motors and being propelled partly or solely by such motors shall carry and display the same lights required for motorboats of the same class. Sailboats of less than twenty-six (26) feet in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the combination running light, but not the white light aft. Sailboats twenty-six (26) feet or more in length, equipped with motors but being propelled entirely by sail between sunset and sunrise, shall have lighted the colored side lights suitably screened, but not the white lights prescribed for motorboats.
- (D) Dinghies, tenders and other "watercraft, whose principal function is as an auxiliary to other larger watercraft, when so operating, need carry only a flashlight visible to other craft in the area.
- (E) Power driven vessels and sailing vessels at anchor must display anchor lights. An anchor light for a vessel less than 20 meters in length is an all-round white light visible for 2 miles exhibited where it can best be seen. Vessels less than 7 meters are not required to display anchor lights unless anchored in or near a narrow channel, fairway or anchorage or where other vessels normally navigate.

SECTION 5.06 MUFFLERS

Except in case of a motorboat actually competing in a race or regatta sanctioned by the Park District, it is unlawful to use a boat propelled in whole or in part by gas, gasoline or naphtha unless the same is provided with a stock factory muffler, underwater or other modern device capable of adequately Illuming the sounds of the exhaust of the engine. The phrase "adequately muffling" shall mean that the motor's exhaust at all times be so muffled or suppressed as not to create excessive or unusual noise. The discharge of cooling water at the water line through the exhaust or an inboard engine shall be considered an adequate muffling device.

SECTION 5.07 WHISTLES

It is unlawful to operate a motorboat without a mouth, hand or power operated whistle, horn other appliance, capable of producing a blast of two (2) seconds or more in duration and audible for at least one-half (1/2) mile. This regulation applies to all motorboats regardless of size of motor.

SECTION 5.08 FIRE EXTINGUISHER

It is unlawful to operate a motorboat anywhere in this State without at least one U.S. Coast Guard approved fire extinguisher, so placed as to be readily accessible and in such condition as to be ready for immediate and effective use.

SECTION 5.09 CARBURETOR ARRESTERS

Carburetors on all engines of motorboats other than those propelled by a detachable outboard motor shall be fitted with or protected by a U.S. Coast Guard approved device for arresting backfire.

SECTION 5.10 VENTILATORS

Except for open boats, all motorboats which use fuel having a flash point of one hundred and ten (110) degrees Fahrenheit or less shall have at least two (2) ventilator ducts, fitted with cowls or their equivalent, for the efficient removal of explosive or flammable gases from the bilges of every engine and fuel tank compartment. There shall be at least one (1) exhaust duct installed so as to extend from the open atmosphere to the lower portion of the bilge, and at least one (1) intake duct installed so as to extend to a point at least midway to the bilge or at least below the level of the carburetor air intake. The cowls shall be located and trimmed for maximum effectiveness and in such a manner so as to prevent displaced fumes from being re-circulated.

SECTION 5.11 SEALING OF MARINE HEADS

No marine head (toilet) on any boat or "Watercraft operated upon waters of Diamond Lake may be so constructed and operated as to discharge any sewage into the waters, directly or indirectly.

SECTION 5.12 BATTERY COVERS

Every motorboat equipped with storage batteries shall be provided with suitable supports and secured against shifting with the motion of the boat. Such storage batteries shall be equipped with non-conductive shielding means to prevent accidental shorting of battery terminals.

SECTION 5.13 CAPACITY PLATES

Every vessel less than twenty-six (26) feet in length, designed to carry two (2) or more persons and to be propelled by machinery as its principal source of power, or designed to be propelled by oars, shall, if manufactured or offered for sale in this State, have affixed permanently thereto by the manufacturer a capacity plate as required by this Section.

SECTION 5.14 CARELESS OPERATION

- (A) No person shall operate any motorboat in a careless or heedless manner so as to be grossly indifferent to the person or property of other persons; or at a rate of speed greater than will permit him/her to bring the motorboat to an emergency stop with ample clearance.
- (B) No person shall operate a motorboat in a circular course within ~~two hundred (200)~~ one hundred (100) feet around another boat or swimmer.

SECTION 5.15 RECKLESS OPERATION

No person shall operate any watercraft, specialty prop-craft, personal watercraft or manipulate any water skis, aquaplane or similar device in such a manner as to endanger the life, limb or property of any person. No person shall operate any recreational motorboat so as to approach or pass another boat in such a manner or at such a rate of speed as to create a hazardous wake or wash. A person convicted of committing a violation of this section shall be guilty of aggravated reckless operation of a watercraft if the violation of this Section resulted in great bodily harm or permanent disability or disfigurement of another, when the violation was a proximate cause of the injuries.

MUSEUM OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the Mundelein Park and Recreation District (“Park District”) an Illinois unit of local government and the Village of Mundelein, an Illinois home rule municipality (“Village”). The Park District and Village may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. WHEREAS, the Park District is the owner of a certain historical structure commonly known as the Mundelein Heritage Museum and located at 601 E Noel Drive, Mundelein, Illinois; and
- B. WHEREAS, the Village operates an appointed Historical Commission; and
- C. WHEREAS, the Historical Commission wishes to operate a museum in the Mundelein Heritage Museum facility; and
- D. WHEREAS, the Park District and Village find it to be in their respective best interest to enter into an agreement defining the rights and responsibilities under which the Historical Commission may conduct its museum activities in the Mundelein Heritage Museum facility;

NOW, THEREFORE, in consideration of the promises, terms and obligations stated herein, the Park District and Village agree as follows:

- 1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Museum Operating Agreement.
- 2. **Term of Agreement**: This Agreement shall commence on _____, 20____ and shall terminate on _____, 20____, unless otherwise provided for by this Agreement. The Agreement may be renewed for one ()

____-year extension commencing on _____, 20____, upon the parties' mutual agreement for extension and upon the same terms and conditions or such modified terms and conditions as the parties may establish.

3. **Facilities:** The Village is hereby granted a license for non-exclusive access and use of the Mundelein Heritage Museum facility for the term of this Agreement. This is a bare license and is not a lease. The Village and the Historical Commission are not tenants and this Agreement does not grant the Village or the Historical Commission any interest in the real property of the Park District.
4. **License Fee:** The Park District and Village have agreed that the Village shall pay to the Park District the sum of \$1 as a License Fee for the term of this Agreement.
5. **Operations:** While this Agreement is in effect, the Village agrees that the Mundelein Heritage Museum facility shall be open to the public during hours mutually agreed upon by the Parties. Use of the Mundelein Heritage Museum shall be for community programs, storage and display of historical items and historical data from the Mundelein area, and other varied community and Park District activities as approved by the Park District. All activities shall be in conformance with Park District policies and ordinances and all statutes having jurisdiction. The Village's Historical Commission agrees to maintain regular program offerings to include regular operating hours for public viewing, special events and seasonal displays and other dynamic programs to maintain a high level of community awareness and appreciation of the Mundelein Heritage Museum.
6. **Park District Revenues and Expenditures.**
 - A. The Park District shall annually make an appropriation for expenditures from its Museum Fund for the purpose of supporting Mundelein Heritage Museum programs and

activities. The amount of such appropriations shall be determined by and at the sole discretion of the Park District Board of Commissioners. The Park District makes no other commitment to expend funds in any specific amounts or from any source other than its Museum Fund.

B. All revenue resulting from the operation of the Mundelein Heritage Museum shall be remitted to the Park District for deposit in the Museum Fund and shall be invested in the same manner as other Park District money.

C. All expenditures from the Museum Fund shall be made solely in conformance with State and local laws, rules and regulations governing the expenditure of Park District funds, public contracting and public construction projects. The Park District designates its Executive Director as the authority for granting approval for expenditures related to or required by this License Agreement.

7. **Park District Liaison to Historic Commission:** The Park District shall appoint an employee to serve as liaison to the Historical Commission. The Park District appointee shall be entitled to attend all meetings of the Historical Commission and shall serve as the point of contact with the Historical Commission regarding matters related to this Agreement and the operation of the museum.

8. **Exhibits and Artifacts:** The Park District shall have sole discretion to approve or reject all artifacts and exhibits offered to the Historical Commission for exhibition in the museum and to approve or reject disposal of all museum artifacts and exhibits. The acquisition, acceptance, management, and disposal of artifacts and items shall be governed by the "Collection Management Policy" attached as Exhibit A to this Agreement. The Park District shall own all artifacts and exhibits displayed in the museum, with the exception of

any artifacts or exhibits loaned to or otherwise made available to the museum on a temporary basis. The Historical Commission shall be responsible for all maintenance and upkeep of all exhibits and artifacts and the Historical Commission shall have access to the Heritage Museum facility.

9. **Maintenance and Utilities.** The Park District shall be responsible for all building and grounds maintenance, security systems and all utility costs, and shall have unlimited access to the Mundelein Heritage Museum building.
10. **Termination:** This agreement may be terminated by either Party giving written notice to the other of intent to terminate at least ninety (90) days prior to termination. Once notice is received, this Agreement is terminated on the ninetieth (90th) day thereafter.

Upon expiration or termination of this Agreement, the Village and the Historical Commission shall quit and peacefully surrender the Mundelein Heritage Museum facility to the Park District, and the Park District, upon or at such expiration or termination, may, without further notice, enter on and reenter the Mundelein Heritage Museum facility and possess and repossess itself thereof and may dispossess Village and remove Village, the Historical Commission, and all other persons and property from the Mundelein Heritage Museum facility and may have, hold and enjoy the Mundelein Heritage Museum facility.

11. **Indemnification:** The Village shall indemnify, defend and hold harmless the Park District, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner, including but not limited to, legal fees (attorneys and paralegals' fees and court costs), resulting from the Historical Commission's negligent use and operation of the Mundelein Heritage Museum facility. However, notwithstanding anything in this Section 11 to the contrary, the Village's

indemnity obligation shall not be construed to require the Village to indemnify the Park District for the Park District's own negligence.

12. **Insurance:** The Village shall name the Park District as an additional insured, as it relates to this Agreement, on the Village's General Liability, Umbrella, and Property Damage insurance policies or self insurance. The Village shall provide to the Park District certificates and policy endorsements naming the Park District as additional insured. Said Village insurance coverage or self insurance shall be primary and any insurance or self insurance maintained by the Park District shall not contribute to it.
13. **Independent Contractor Status:** Village and Historical Commission act solely in the capacity of independent contractors for the Park District and not as an employee of the Park District. Village shall be responsible for the direct supervision of all of its employees, volunteers, agents, or subcontractors. Village shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Park District and the Village or the Historical Commission. Except as otherwise expressly provided in this Agreement, no Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party.
14. **Compliance with Laws:** Village and Historical Commission members agree to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities, including but not limited to all applicable codes, laws ordinances, and regulations of the Village of Mundelein, the Park District, the County of Lake, the State of Illinois, and the United States,

including, but not limited to, health and sanitation (food and sanitation certificate holder), age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. The Historical Commission shall be allowed to sell souvenir type items provided such sales are regarded as de minimus and do not call into question the Park District's real estate tax exemption on the Mundelein Heritage Museum facility.

15. **Facility Conditions, Cleanliness and Sanitation:** Village and Historical Commission agree to maintain the Mundelein Heritage Museum facilities in a clean, neat and orderly condition at all times. Village or Historical Commission members shall make no modifications to any of the Mundelein Heritage Museum facilities without the prior written approval of the Park District. Immediately upon termination of this Agreement for any reason, the Village and Historical Commission shall return the Mundelein Heritage Museum facilities and any equipment contained therein to the Park District in the same condition as received, ordinary wear and tear and/or Park District-approved improvements excepted. The Historical Commission may submit to the Park District annual requests for facility improvements on or before _____ of each year. The Park District shall, in its sole discretion, have authority to approve or reject such requests and determine the amount of funds the Park District will commit to such improvements, if any.
16. **Equipment:** Village and Historical Commission: a) have examined the building and equipment prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of the facility has been made by the Park District other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the facility has been

made by the Park District. Village and Historical Commission shall maintain the equipment, fixtures, and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The Park District shall maintain and repair all structural and mechanical components of the buildings. Heat and electricity for the buildings shall be supplied by the appropriate public utilities, at Park District's sole cost and expense.

17. **Waiver:** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing and signed by both Parties.
18. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
19. **Authorized Signatures/ Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind the Village, the Historical Commission, and the Park District and the Agreement shall not be effective until fully executed and delivered to all parties.
20. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.
21. **Notices:** All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below

or at such other address(es) as the Parties may formally designate, in writing, from time to time.

Park District

Village

Village of Mundelein
300 Plaza Circle
Mundelein, Illinois 60060
Attn: Assistant Village Administrator

22. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning Party.
23. **Performance Reviews:** If the Park District determines, in its reasonable opinion, that the operations at the Premises are unsatisfactory, then Village agrees to meet at least once with the Park District within 24 hours of receipt of any oral or written notice from the Park District, to discuss Village performance. If the Park District determines in its reasonable opinion that operations are not consistent with appropriate standards of health, sanitation, safety, quality and reliability, the Park District may terminate the Agreement as set forth above for cause.
24. **Time**
Time is of the essence for all matters concerning this Agreement.
25. **Non-Discrimination**
In connection with performance of this Agreement, Village agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.
26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois.

Venue for all actions hereunder shall be Nineteenth Judicial Circuit, Lake County, Illinois.

Any and all actions brought on behalf of vendor under this agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.

27. **Freedom of Information Act:** Each Party shall be responsible for complying with FOIA requests regarding documents in its possession. If it receives a FOIA request for documents which may be the possession of the other Party, it shall so inform the person requesting such documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

PARK DISTRICT

By: _____

Name: _____
President

Attest: By: _____
Secretary

VILLAGE

By: _____

Name: _____
Mayor

Attest: By: _____
Clerk

Mundelein Heritage Museum

Collection Management Policy

I. INTRODUCTION

A. Mission Statement

The purpose of the Mundelein Heritage Museum is to preserve and promote our community's natural, native, and historical culture for the benefit of the public and to inspire excitement and curiosity about the past and appreciation for its relevance today.

B. Role of the Mundelein Heritage Museum within the Community

The Mundelein Heritage Museum (the Museum) is a cultural, educational institution operated by the Mundelein Park and Recreation District (the MPRD) a governmental corporation established by the State of Illinois. The Museum is managed by the Mundelein Historical Commission (MHC), a Village Commission appointed by the Mundelein Mayor and Board of Trustees. The Commission maintains a roster of community volunteers to carry out the tasks related to museum management and operations. The objects in the museum collection (the Collection) are displayed for public enjoyment and education. Archival materials are available for research purposes upon appointment, but the Museum is not primarily a research institution.

C. Description of the Permanent Collection

The Museum's permanent collection focuses primarily on the human history of the Mundelein area from settlement to the modern era with the heaviest concentration of materials ranging from 1890 to 1960. The collection consists of the following: 1) Objects that depict the daily life of Mundelein area residents, significant historical events, businesses, individuals, structures, etc. associated with Mundelein; 2) Photographs, both original and copies, documenting daily life, individuals,

businesses, and historical events; and 3) Archival materials including newspapers, magazines, books, maps and other paper records recording events relevant to the life and history of Mundelein and its residents. The collection includes, but is not limited to, historic structures, furniture, textiles, clothing, ceramics, glass, metal, horse-drawn vehicles, tools and equipment, fine and folk art, books and archival materials. Hereafter, objects, photographs and archival materials shall be referred to as "museum items" .

II. GOVERNANCE

A. Role of the Mundelein Park and Recreation District Board

The MPRD Board of Trustees (the MPRD Board) shall perform the following role regarding oversight of the Museum Collection: 1) Establish and administer an annual budget for the management and maintenance of the Mundelein Heritage Museum, and the Collection; 2) Maintain the Museum Facility interior, exterior, equipment and grounds; 3) Allocate and administer an annual budget for the maintenance and care of the Collection, the facility, and the grounds; 4) Review, and accept or reject the recommendations of the Historical Commission regarding acquisition, accessioning and de-accessioning of artifacts and items. No items shall be added to or removed from the museum collection without the approval of the MPRD.

B. Role of the Mundelein Historical Commission

The Historical Commission shall review the recommendations of its Collection Committee regarding acquisition, accessioning, and de-accessioning, and approve or disapprove the recommendations. No items shall be brought to the MPRD for action without the approval of the Historical Commission. The Commission has the responsibility for the protection of the Museum Collection, and the duty to ensure that the collection is carefully preserved, and properly presented for public display in accordance with its Mission Statement. The Commission shall make recommendations to the MPRD regarding the acquisition, display, storage, and care of the Collection in accordance with this policy.

C. Role of the MHC Collection Committee

The Collection Committee is a sub-committee of the Mundelein Historical Commission. It shall be comprised of three members of the Commission and two community volunteers appointed by the Chairman of the Commission and approved by a majority of Commission Members. Meetings of the committee shall be held in compliance with the Illinois Open Meetings Act.

The committee shall act in a supervisory role for the acquisition, accession, de-accession, care, and conservation of the objects, photographs, and archival materials in the museum collection. The sub-committee shall: 1) review and recommend the acquisition of objects, photographs, and archival materials for the museum collection; 2) Oversee the accessioning process for all items approved for acquisition; 3) Recommend and administer the de-accessioning of items from the museum collection, and 5) Present, as needed, recommendations for the accessioning and de-accessioning of items to the museum collection before the MPRD.

D. Role of the Facility Maintenance Committee

The Facility Maintenance Committee is a sub-committee of the Mundelein Historical Commission. It shall be comprised of two members of the Commission and appointed by the Chairman of the Commission and approved by a majority of the Commission Members. Meetings of the committee shall be held in compliance with the Illinois Open Meetings Act. The committee shall act in a consulting role for the maintenance of the museum collection, buildings and grounds with the Mundelein Park District. The sub-committee shall: 1) consult with the Park District to insure that the following activities are performed by the Park District: vacuuming, mopping, clearing cob webs inside and out, dusting of window sills, cleaning washrooms; 2) Insure that the Park District is notified when the following operations are required: shampooing of carpets, waxing of floors; 3) Notify the Park District if any of these routine maintenance activities need attention: rodent and insect control, heating and air conditioning maintenance, maintenance of outside grounds, maintenance of telephone, computer equipment, garbage collection, inside humidity control.

III. PERMANENT COLLECTION

A. Acquisition

1. *Acquisition* is the discovery, evaluation, negotiation of terms, taking custody of, title to, and acknowledging receipt of museum items for the collection.
2. *The "Original Collection"* of the Mundelein Heritage Museum consists of all the objects, photographs, and archive materials collected by the Fort Hill Historical Society and transferred to the Mundelein Park and Recreation District upon dissolution of the Historical Society. Items in the original collection are identified in the Collection Inventory by an accession number containing the designations "OC" .
3. *Future Museum Items* added to the Heritage Museum collection after acceptance of the Original Collection by the MPRD will be accessioned without the OC designation.
4. *Nature of Ownership:* Materials and objects may be acquired by gift, bequest, purchase, or any other appropriate transaction by which full and absolute title is effectively transferred to the **MHM (Park District?)**. No museum items shall be accepted which are known to have been illegally imported, stolen, or collected in a manner contrary to state or federal law. MHM subscribes to the provisions of the International Council of Museums Convention of 1970, and the Native American Graves and Property Repatriation Act. The MHM shall obtain the right, title and interest for all acquisitions, without restrictions or limiting conditions.

The MHC shall oversee the maintenance of acquisition files that shall contain any legal instruments and conveyances concerning the origin of each acquisition.

5. *Collecting Objectives for the MHM are:* 1) to display objects and photographs that depict daily life of the inhabitants of the Mundelein area throughout history; 2) preserve the natural, native, and historical culture of the Mundelein area; 3) connect the "story" of the everyday items on display to the people that owned them, the historical events

that occurred in here, or to the history of the United States or the State of Illinois; 4) promote the public interest, and inspire excitement and curiosity about Mundelein's past and create an appreciation for the relevance today, 5) provide archival materials for historical, genealogical and educational research.

The focus of the collection is on the people and businesses of the Mundelein area, and events that occurred in Mundelein, the surrounding area, the State of Illinois and the nation that significantly affected the residents of Mundelein.

6. *Criteria for Acquisition:* Materials and objects must meet the following criteria to the satisfaction of the Collections Committee before being acquired.
 - a. The acquisition must conform to the HMM's collecting objectives.
 - b. A written statement of why an item should be acquired must be prepared by the Collections Committee and presented to the Historical Commission for approval before being presented to the MPRD Board.
 - c. The present owner must document clear title to the best extent possible.
 - d. Acquisitions must, in general, be free from donor imposed restrictions.
 - e. Acquisitions shall not be encumbered by less than full literary rights, property rights, copyrights, patents or trademarks, or by physically hazardous attributes.
 - f. The MHM must be able to properly care for and house the proposed acquisition according to generally accepted professional standards.
 - g. No member of the MHC or MHM will appraise a gift on any other artifact for a member of the public.
 - h. If the acquisition is a purchase, funding, transportation, and conservation must be approved by the MPRD before the purchase occurs.
 - i. Funding for acquisitions must be allocated in the MPRD Museum Operating Budget. If funding is not allocated for acquisitions, the MPRD may consider a written request from the MHC for unbudgeted funds from the Park District Museum Fund.

- j. Archival materials and photographs that are not accessioned may be accepted without approval of the MPRD Board.
- k. Prior to the acquisition of property by gift, the prospective donor shall be provided a copy of the MHM collections policy.

7. *Accessioning*

Items acquired for the MHM collections will be accessioned according to standardized procedures adopted by the MHC. All objects from the Original Collection, and any acquired thereafter, shall be accessioned. Archival research materials are not subject to accessioning, with the exception that books and paper materials that are historically significant to the Mundelein area shall be considered artifacts and shall be accessioned. The determination whether or not to accession a paper artifact shall be determined by the MHC. The MHC may delegate this authority to a qualified individual.

8. *Care and Preservation*

The MHM realizes its obligation to protect the collection, which is being held in the public trust, in accordance with the following guidelines:

- a. A stable environment for items in the collection whether in storage or on display shall be maintained as best as possible by providing protection from excessive light, heat, humidity, dust and pests.
- b. All material shall be protected against theft, fire and other dangers in accordance with the MPRD management and disaster policies.
- c. When necessary the care and conservation of the collection, the Collections Committee shall seek advice from the Dunn County Museum staff.
- d. Records on all new objects and materials added to the collection shall have appropriate documentation: deed of gift, title, relevant correspondence, accession form, etc.
- e. Objects and materials de-accessioned from the collection shall have appropriate documentation: de-accessioning forms, authorization approvals from the HC and MPRD Board, transfer letters, acceptance letters, etc.

- f. Inventories and location records shall be kept up to date to prevent loss and to facilitate public access to the collection.
- g. The MHM shall make its mission statement and collections policy available online.

B. De-accessioning

1. *De-accessioning* is the process of permanently removing from the Permanent Collection accessioned museum objects or materials. The de-accessioning process shall be cautious, deliberate and consistent with the MHM mission statement and collections policy.

2. *De-accessioning Criteria*

Museum items must meet at least one of the following criteria as determined by the MHC and the MPRD Board to be considered for de-accessioning:

- a. The item is inconsistent with the mission of the MHM.
- b. The item lacks original or physical integrity.
- c. The has failed to retain its identify or authenticity, or has been lost or stolen and remains lost or stolen for longer than two years.
- d. The item is redundant or duplicates other items or material in the collection and does not have a discernible connection to a Mundelein resident, federal, state or local historic event, is not necessary for educational or research purposes, does not further the mission of the MHM.
- e. The MHM is unable to properly preserve or conserve the item or material.
- f. The item lacks provenance, is readily obtainable on the open market, has been extensively repaired or altered, or is generally a poor example of its type.
- g. The item is being returned to its rightful owner, or to whom it was being held on loan.
- h. The item is being returned to the donor or donor' s heirs because it can no longer fulfill restrictions relating to the care or presentation of the item.
- i. The item presents a hazard to people or other collection items.

3. *Authority for De-accessioning*

The Collections Committee is responsible for application of the de-accessioning criteria. Any museum item identified for de-

accessioning shall be documented by a written statement describing the material and supported by the criteria believed to justify the de-accession. The statement shall include the estimated market value, if available, and the recommended means of disposal. All accessioning documentation shall be included. All requests for de-accessioning shall be approved by the MHC before being presented to the MPRD Board. No museum item may be de-accessioned without the approval the MPRD Board.

C. Disposal

1. *Method of Disposal*

The preferred method of disposal is to **sell**, donate or trade the de-accessioned item(s) to another public non-profit institution in order to ensure that the items will remain in the public domain. De-accessioned objects may also be returned to the original donator, or **sold at public auction or at a public sale**.

Items in the Original Collection, accessioned with the OC code, shall not be sold at public auction or at a public sale. Only items added to the collection and accessioned without an OC code are subject to sale. Items in the original collection may be donated, traded, disposed of, or returned to the original donator.

In the case of infestation, extreme disintegration or extremely poor condition, an item may be disposed of by physical destruction or disposal. Once an item is accessioned, disposal or destruction in this manner must be approved by the MHC and the MPRD.

Items that fail to sell at public auction or sale, shall be sold in a private sale, given away, destroyed, or disposed of.

2. *Ethics of Sale*

Museum employees, officers, trustees, volunteers, or their immediate families or representatives shall not purchase an item through public or private sale, or be given or otherwise transferred any museum item unless they were the donator of the item, or have obtained prior approval of the MHC and the MPRD Board.

3. *Proceeds*

Disposal of museum items through any means is solely for the advancement of the MHM mission. Proceeds from the sale of de-accessioned collection items shall be deposited into the MPRD Museum Fund.

4. *Records*

A list of all materials and objects de-accession from the permanent collections shall be kept on file.

IV. LOANS AND TEMPORARY CUSTODY OF PERMANENT COLLECTION

A. **Terms and Conditions for Outgoing Loans**

Until the original permanent collection of the MHM has been fully inventoried, accessioned, and ownership transferred to, and accepted by, the MPRD Board, there shall be no outgoing loans of materials or objects from the collection to any other institution or organization.

B. **Items on Loan to the Mundelein Historical Museum**

Until the original permanent collection of the MHM has been fully inventoried, accessioned, and ownership transferred to, and accepted by, the MPRD Board, the MHM shall not accept items on loan from another institution, organization or individual.

C. **Development of Provisions for Outgoing and Incoming Loans.**

Following the acceptance of the original collection by the MPRD Board the MHC may develop Terms and Conditions for Outgoing Loans of materials or objects from the collection; and Terms and conditions for Incoming Loans. The provisions for outgoing and incoming loans shall provide for *Documentation, Protection of Loaned Items, Liability, Indemnification, Transport*, and any other provisions deemed necessary to protect the loaned item that may be deemed appropriate.

D. **Temporary Custody**

1. *Considering Objects or Materials for Acquisition:* If the MHM is presented with an option to acquire an item, it may do so under the following conditions:

- a. Items shall not be held in Temporary Custody at the MHM.

Access to archival items for research purposes is available by appointment by contacting the MHC or Mundelein Park District. Time granted for researchers may be limited based on the availability of docents.

1. A registration form listing rules for usage shall be signed by all researchers. Researchers must demonstrate a legitimate need for access to the MHM archival materials.
2. A trained docent must be present while the researcher is on site, and must obtain all requested research materials for the researcher.
3. Materials may not be taken off-site. Reproduction of materials is not available without prior arrangement with the MHC.

D. Program Development

The MHC is interested in developing programs and displays using information culled from the collection, including photographs, books, archival materials, artifacts, oral histories, etc. in order to promote Mundelein history and expand outreach to the collection.

Mundelein Parks & Recreation District

Violent Critical Incident Response Procedures and Emergency Action Plan

Violent Critical Incident (VCI)

A violent critical incident is any event at any location where a person (or persons) attempts to harm innocent people by any means and regardless of motivation.

A.L.I.C.E. ®

The Mundelein Parks and Recreation District has adopted the ALICE® options-based strategy to respond to violent critical incidents. The acronym is defined as:

A. – Alert

L. – Lockdown

I. – Inform

C. – Counter

E. – Evacuate

ALICE® advocates a blended learning approach. There is an e-learning component which builds the foundation and understanding of why and how. Studies have found this to be the quickest and most effective way to get an understanding of the ALICE® strategies. This is the first step to increasing survivability in a violent intruder situation, meeting Federal guidelines, and mitigating risk. The second component is the on-site hands-on training conducted by and ALICE® Certified Instructors (ACI) and teaches the staff to apply the concepts in the e-Learning while creating situational awareness and fluency. The staff will learn what to do in the District's unique setting. Select staff members will be certified trainers for the District personnel after completing ALICE® Training Institute's course for instructors.

ALICE® is a proactive approach program that provides additional options beyond the single response of lockdown. In these events the organization has the advantage of numbers. The ALICE® program is not linear. What strategy someone uses is based on where the attacker is at the time of the event. For example, if the attacker is in the room, individuals would not want to Lockdown. They may use either Evacuate or Counter to start the survival process. If the attacker is farther away, they may use Evacuate. If the attacker is down the hall, individuals may start with Lockdown, barricading, and controlling the door.

The ALICE® program is based on human response to stress and distraction research. There is no right answer. Decide on the best option(s) and commit to them.

Profile of a Hostile Intruder/Active Assailant

A hostile intruder/active assailant is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active assailants use firearms and there is no pattern or method to their selection of victims. They usually act alone.

Hostile intruder/active assailant situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting/injuring and mitigate harm to victims. Most often the Violent Critical Incidents will not end until an aggressive act has occurred; that is over 80% of the time:

43% - applied force by citizens or emergency response personnel

40% - suicide or attempted suicide by the alleged perpetrator

16% - no applied force

<1% - attacker fled

Because the hostile intruder/active assailant situations are often over within minutes - before law enforcement arrives on the scene - individuals must be prepared both mentally and physically to deal with a hostile intruder/active assailant situation. ALICE® studies show that average length of time of a Violent Critical Incident is five minutes. In society studies, the best case response by law enforcement is five minutes. Compounding this issue is the fact that based on numerous studies of VCIs, it does not take a long period of time to hurt a large number of people. For example:

Events:

Columbine: 24 injured, 13 dead – 49 minutes

Virginia Tech: 25 injured, 32 dead – 11 minutes

Sandy Hook: 2 injured, 26 dead – 5 minutes

Century: 16-58 injured, 12 dead - <5 minutes

Fort Hood: 31 injured, 13 dead – 10 minutes

Charleston Emmanuel AME: 1 injured, 9 dead - <6 minutes

Safeway (Gabby Gifford): 13 injured, 6 dead - <2 minutes

Pinelake Health and Rehab Center: 4 injured, 8 dead - <7 minutes

Chardon High School: 3 injured, 3 dead - <1 minute

Parkland: 17 injured, 17 dead - <10 minutes

Components of ALICE®:

As outlined, ALICE® stands for Alert-Lockdown-Inform-Counter-Evacuate. The intention of this options-based response model to a Violent Critical Incident is to provide individuals with different actions from which to choose based on the situation in which they find themselves. ALICE® is not a sequential model.

Primary Sources: U.S. Department of Homeland Security Active Shooter How to Respond, ALICE® Training Institute
June 2019

Any component of the model can be used in any sequence and/or simultaneously given the circumstance. A description of each element follows:

- A. – Alert. How do individuals receive the message that there is a Violent Critical Incident transpiring? It is the first notification received that something is happening.
 - a. Individuals may receive notification through sensory input, such as,
 - i. sound – gunfire, screaming, etc.
 - ii. sight – seeing people running, seeing the attacker, etc.
 - b. Notification may be received through public address, radios, walkie-talkies, email, cell phones, social media, or the like.
 - c. At the Mundelein Parks & Recreation District, all persons are empowered to alert others about a VCI.
 - d. Use of public address systems, radios, walkie-talkies, email, cell phones, social media and any other means of communication are authorized. Code words of any kind shall not be used. Clear and concise verbiage should be used. For example, “An armed man has entered Barefoot Bay carrying a rifle wearing a red sweatshirt and black pants.”
- B. –Lockdown. Lockdown can be thought of as barricading entry to an active assailant or hostile intruder. The term “enhanced lockdown” is more descriptive of this process. The main objective is to slow down the active assailant so that another way out of the space can be sorted.
 - a. Do NOT pull the fire alarm.
 - b. The lights in a space to which individuals go to lockdown should NOT be turned off. KEEP THE LIGHTS ON. (This will be especially important should the intruder gain entry and individuals decide to counter the attack.)
 - c. Use whatever materials are available to block entry, in addition to locking the door. Locking the door is not sufficient to lockdown a space. Use tables, chairs, desks, bookcases and such to create a physical boundary. On the hardware of the door, attach belts, wires, cords and so forth to tie the mechanism down. However, be mindful that if there is no other exit out of the space and the intruder gets in, individuals will have to exit through the barricading material.
 - d. DO NOT STAND BEHIND DOORS TO BLOCK ENTRY.
 - e. Spread out in the room. Do not huddle in the corner.
 - f. Look for a way out, whether it is a window or door to an alternate exit. If exiting from a second floor window, ensure to use the tuck and roll upon landing. If a window must be broken, be sure to break at the upper right edge of the window frame and then remove the jagged edges of the glass to allow safe exit. Trying to break a window in its middle is more dangerous and less successful; the middle is the most flexible part of the window, requires more force and glass shatters more widely on impact.
 - g. If there is no other way out, stay put and plan how to counter the intruder should he or she gain entry.
 - h. If possible, have someone in the group call 9-1-1 and follow the directions of the dispatcher.

- i. Do not leave the room, unless another exit was used, until appropriate law enforcement personnel arrive and give direction.
- C. –Inform. This is the continuation of the Alert component. The objective of this component is to supply constant, real-time information as the VCI is unfolding and the assailant is moving through the building. Inform also supplies additional information to make the best survival decisions possible. Based on continuous, real-time information, individuals may change their response option, for example, from Evacuate to Enhanced Lockdown.
 - a. Do not use code words, and do not be afraid of detailing the movements of the assailant for fear of disclosing information.
 - b. Use whatever means of communication is available, whether it be public address, walkie-talkie, cell phone, social media and so forth.
 - c. Be as detailed in description of the assailant, weapons and movements as possible.
- D. –Counter. The objective of this component is to use the power and force of numbers to overcome the one individual. Stop the bad behavior. This is not a euphemism for fighting. It is taking back control from an attacker. The decision to Counter the attacker and keep him or her from shooting accurately is an individual choice. Once this action begins, it should not stop.
 - a. In this situation, individuals try to act as a group to overwhelm the assailant by overwhelming her or his senses and, ultimately, gaining control of the individual and situation.
 - b. NEVER LEAVE A SAFE PLACE TO COUNTER AN ATTACKER. Counter shall be used as an option only if the intruder is in the immediate area.
 - c. Some of the common action tools that individuals can use are:
 - i. Throw things at the intruder to distract and disrupt the mental and physical process of accurately aiming a weapon. Anything can be used as a countering device to throw, and individuals should spread out in the space to which an intruder enters to use the advantage of multiple directions from which objects are coming at her or him.
 - ii. Shouting and making loud noises also impair the intruder's ability to process as effectively.
 - iii. Use the swarm technique. Use gravity and weight to bring an individual to the ground. This requires multiple people grabbing onto the limbs of an intruder simultaneously and lowering him or her to the ground. All movement of the head and limbs should be controlled; where the head goes, the body will go. Once on the ground, stomp on the hand of the intruder so that weapons will be released. NEVER KICK A HAND WITH A GUN IN IT; IT MAY GO OFF. Place any weapons released by an intruder in a box or trashcan and give it to arriving law enforcement. **Children shall not be instructed in the swarm technique.**
 - iv. The swarm technique can also evolve into the dog pile. Individuals continue to pile onto a downed intruder restricting movement until control is established.
 - v. Again, call 9-1-1 when it is safe to do so.

- E. –Evacuate. This component is using the nearest exit to put distance between individuals and the VCI. A notification location or rally point shall be determined for all evacuating staff that is age appropriate.
- Use **ANY** route to the notification location that puts as many obstacles (buildings, vehicles, landscape and vegetation) between the individuals and the VCI.
 - Staff must take a leadership role and help maintain some control.
 - Individuals have permission to **RUN**.
 - DO NOT USE VEHICLES TO EVACUATE.
 - For children in grade school and younger, the reunification spot or rally point shall be three to four blocks away.
 - Children in middle school should reunify at a spot four to six blocks away.
 - High School students and adults should have a reunification spot a mile away from the incident.
 - When it is safe to do so, call 9-1-1 and follow the directions of law enforcement.

How to Respond when Law Enforcement Arrives

Law enforcement's purpose is to stop the hostile intruder as soon as possible. Officers will proceed directly to the area in which the last shots/commotion were/was heard.

- Officers usually arrive in teams of four.
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment.
- Officers may be armed with rifles, shotguns, handguns.
- Officers may use pepper spray or tear gas to control the situation.
- Officers may shout commands, and may push individuals to the ground for their safety.

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions.
- Put down any items in your hands (i.e., bags, jackets).
- Immediately raise hands and spread fingers realizing that you may be handcuffed by officers until the situation is controlled.
- Keep hands visible at all times and avoid making quick movements toward officers such as holding on to them for safety.
- Avoid pointing, screaming and/or yelling.
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises.

Information to provide to law enforcement or 9-1-1 operator:

- Location of the hostile assailant.
- Number of intruders, if more than one.
- Physical description of intruder/s.
- Number and type of weapons held by the intruder/s.
- Number of potential victims at the location.

The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

Hostile Intruder and Active Assailant Response and Reunification Spot or Rally Point Locations

General directions:

1. Managers and Supervisors ensure instituted access controls to facilities are followed. Staff, patrons and others entering the facility during normal business hours are observed and appropriately greeted and directed.
2. Manager and Supervisors ensure floor plans and evacuation routes are clearly posted.
3. Managers and instructors should have access to facility keys, radios, first-aid kits, flashlights and staff, program registrants and student rosters while on duty.
4. Keep empty classrooms and program rooms locked at all times when not in use.
5. Push the Panic Button (Front Desk at Park View and Pool Desk at Indoor Pool), if you are able to do so safely.
6. In the event of a VCI determine the best ALICE® option.
7. Staff will need to take leadership roles in executing the ALICE® response.

Reunification Spot/Rally Points by District Facility

Facility	Reunification Spot/Rally Point
Mundelein Community Center/Spray Park	Barefoot Bay/Barefoot Bay Parking Lot
Dunbar Recreation Center	Barefoot Bay/Barefoot Bay Parking Lot
Barefoot Bay	Dunbar Recreation Center
Parks	Barefoot Bay/Barefoot Bay Parking Lot
Steeple Chase Club House	Steeple Chase Maintenance Facility
Steeple Chase Maintenance Facility	Steeple Chase Club House
Regent Center	Mundelein High School

Primary Sources: U.S. Department of Homeland Security Active Shooter How to Respond, ALICE® Training Institute
June 2019

Washington School	Santa Maria Del Popolo Parish Center and Grounds on the west side of Lake Street/Route 45
Kracklauer Dance Studio	Mundelein Police Department
Diamond Lake Recreation Center	Gordon Ray Park on Ray's Lane

Soft Lockdown Emergency Procedures

In the event of certain emergencies, it may become necessary to “lockdown” a building or buildings to protect participants and staff and minimize the overall exposure to danger. A soft lockdown may include confining people within a building or within areas of a building to protect them from physical threats. Because threats can occur quickly and without warning, any District employee may announce a lockdown. This should be done with amplification if circumstances permit.

A soft lockdown is used when a serious physical threat is present outside the facility or in the neighborhood and measures need to be enacted to protect individuals from entering and exiting the facility, and prevent the threat from entering the facility.

The following steps should be followed in the event of a soft lockdown:

- Lock all exterior doors.
- Restrict entry into the building except with proper authorization.
- Encourage patrons to stay in the building for the duration of the soft lockdown.
- Continue normal operations with caution.
- If inquiries are received via the telephone, notify callers of the soft lockdown.

A soft lockdown should remain in effect until an “all clear” is given by law enforcement personnel.

These guidelines are not intended to be all inclusive or to be used at all sites in all circumstances. Each site is unique and requires individualized procedures. These guidelines are provided as a framework to help guide staff in an emergency.