MUNDELEIN PARK & RECREATION DISTRICT REGULAR BOARD MEETING

Monday, June 25, 2018 7:30 p.m. AGENDA

	<u>AGENDA</u>
Call To Order:	
Pledge of Allegiance:	
Roll Call:	Dolan, Frasier, Knudson, McGrath, Ortega
Approval of Minutes:	Committee Meeting June 11, 2018 Regular Meeting June 11, 2018
Approval of Disburser	ments: Warrants – 060318, 061218, 061518, 061918, 062518 = \$438,464.75
Financials:	May
Police Report:	May
Correspondence:	
Old Business:	
New Business:	 Approve Union Contract Approve New Park View/Indoor Pool Membership Structure Award Contract for Tennis Court Construction Approve Advertising Policy Approve Contract for Nation Gas Supplier Approve Ordinance 18-06-02 Tree Preservation
Board Business:	
Staff Reports:	
Service Anniversaries	June: Mickey Kokinis 2003 (15)
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 Discus	sed 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 begin 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 commends 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 11, 2018

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 President DOLAN.

Present were Commissioners DOLAN, FRASIER, KNUDSON, McGRATH and ORTEGA. Staff present included Executive Director RESNICK.

Executive Director RESNICK informed the Board that as required by law, a Prevailing Wage Ordinance and Treasurer's Report needed to be approved and filed. She also informed the Board that the Union members had ratified the contract and this would be presented to the Board at the June 25 meeting.

John Dzarnowski of FGM Architects presented drawings and a budget for the proposed outdoor skating rink. Commissioners McGRATH asked how big the proposed building was. Mr. Dzarnowski said 2,500 square feet. Commissioner FRASIER asked about the possibility of an open air structure over the rink to prevent snow from building up and the sun from melting the ice. Mr. Dzarnowski estimated this would be an additional \$200,000. Commissioner McGRATH asked about moving the rink closer to the Dunbar Recreation Center. Mr. Dzarnowski said there is a five foot drop in elevation from the building to the current ice rink location. Commissioner McGRATH asked how the coils worked. Mr. Dzarnowski said they are in the concrete slab. Commissioner ORTEGA asked about maintenance if a coil was to fail. Mr. Dzarnowski said the concrete would need to be broken. Commissioner FRASIER asked about use of the rink when there was no ice. Mr. Dzarnowski said other agencies offer inline hockey. Commissioner McGRATH asked what air temperature would the ice begin to melt. Mr. Dzarnowski thought it would be the mid 40's.

The Committee Meeting adjourned at 7:25 pm.

Secretary			

MUNDELEIN PARK AND RECREATION DISTRICT BOARD OF PARK COMMISSIONERS, MUNDELEIN, LAKE COUNTY, ILLINOIS HELD MONDAY, JUNE 11, 2018 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 President DOLAN and he asked the assemblage to rise and recite the Pledge of Allegiance.

He then directed the secretary to call the roll. Commissioners DOLAN, FRASIER, KNUDSON, McGRATH and ORTEGA were present. Staff present included Executive Director RESNICK...

Commissioner ORTEGA moved to approve the minutes of the Committee Meeting, Regular Meeting and Executive Session of May 14, 2018, second by Commissioner McGRATH. President DOLAN repeated the motion and asked if there were any corrections or additions and none were made. A voice vote was taken with all present voting yes.

Commissioner FRASIER moved to approve Warrants 051818, 052218, 052318, 060118 060518, and 051118 in the amount of \$714,677.06 second by Commissioner ORTEGA. President DOLAN repeated the motion and asked if there were any questions and none were raised. A roll call vote was taken with Commissioners FRASIER, ORTEGA, KNUDSON, McGRATH and DOLAN voting yes.

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

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

Correspondence

Two letters were received from the Lake County Clerk thanking the District for the use of the Mundelein Community Center and Regent Center for the recent election. President DOLAN asked if this was a hardship for the District and was told the Regent Center activities are cancelled for the day and no disruption to Community Center programming.

Meeting Minutes June 11, 2018 Page Two

New Business

President DOLAN introduced Ordinance 18-06-01 Prevailing Wage. Commissioner McGRATH moved to approve Ordinance 18-06-01 Prevailing Wage, second by Commissioner ORTEGA. President DOLAN repeated the motion and asked if there were any questions and Commissioner ORTEGA asked why the rates in the Ordinance were from September 2017. Executive Director RESNICK said these are the most current rates the State has. A roll call vote was taken with Commissioners McGRATH, ORTEGA, FRASIER, KNUDSON and DOLAN voting yes.

President DOLAN said staff had prepared the 2017 Treasurer's Report to be filed with the County. Commissioner KNUDSON moved to approve the 2017 Treasurer's Report; second by Commissioner ORTEGA. President DOLAN asked if there were any questions and none were raised. A roll call vote was taken with Commissioners KNUDSON, ORTEGA, FRASIER, McGRATH and DOLAN voting yes.

President DOLAN announced service anniversaries: Scott Ragland, 5 years; Brian Jeske, 4 years; Nathan Neuwirth, 9 years; Jon Karl, 18 years; Michaelene Amedio, 12 years; Mike Gerton, 8 years; and Mike Krauleidis, 10 years.

President DOLAN asked if there were any comments from the visitors. Ron Greenberg said if the District goes ahead with the outdoor skating rink, he believes the Board should seriously consider some type of covering to keep snow off and lights could go underneath the structure.

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

Secretary		

MEETING REMINDER MONDAY, JUNE 25, 2018

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

Action Items

New Business

- 1. Approve Union Contract
- 2. Approve New Park View/Indoor Pool Membership Structure
- 3. Award Contract for Tennis Court Construction
- 4. Approve Advertising Policy
- 5. Approve Contract for Natural Gas Supplier
- 6. Approve Ordinance 18-06-02 Tree Preservation

Updates

- 1. Project Updates
- 2. SRACLC Outing
- 3. Police Report

New Business

Members of the District's bargaining unit have ratified the contract that was submitted based on negotiations held in April and May. A copy of the contract is enclosed.

Staff recommends the Board approve a four year contract with the International Brotherhood of Teamsters Local 700.

Staff has researched ways to improve our current membership structure for fitness, group exercise, track and indoor pool. A memo from the Superintendent of Recreation is included and he will present the rational at the Committee Meeting.

Staff recommends approving the new Park View/Indoor Pool Membership Structure to take effect September 1, 2018.

Bids were submitted for construction of tennis courts at Community and Scott Brown Parks. Our engineer, who prepared the specifications, has reviewed the bids and has recommended the work be completed by DK Contractors. The budget for this project is \$350,000. We will are looking at other capital items that can be deferred or that may come in under budget to keep the same bottom line in the Capital Fund. The bid summary is below.

Company	Bid
DK Contractors, Pleasant Prairie, WI	\$407,655.00
Evans and Sons, West Chicago, IL	\$444,300.00
Chicagoland Paving, Lake Zurich, IL	\$444,800.00
Berger Excavating, Wauconda, IL	\$476,304.50

Staff recommends approving a contract with DK Contractors in an amount not to exceed \$407,655.00 for the construction of two tennis courts at Community Park and two tennis courts at Scott Brown Park.

The District does not have a policy regarding what advertising we will except in either our brochure or facilities. To ensure we are treating all potential advertisers fairly, a policy was drafted by our attorney.

Staff recommends approving the Advertising Policy and including this in the Administrative Policy Manual.

The District currently purchases electric through Constellation Energy Resources. This guarantees us a fixed rate. We can take advantage of the same rate guarantee with natural gas. The rate we will pay is .3714. Our rate over the past year has varied from .324 to .4046 depending on demand and market fluctuations.

Staff recommends the Board approve a four year contract with Constellation Energy for the supply of natural gas.

Meeting Reminder June 25, 2018 Page 3

One of the requirements of the grant we received through Morton Arboretum for the tree inventory, was to adopt a Tree Preservation Ordinance. The enclosed Ordinance was written with the assistance of last year's Parks Department Intern, the Morton Arboretum and our attoney.

Staff recommends adopting Ordinance 18-06-02 Tree Preservation.

Updates

Enclosed is the current project update grid.

The SRACLC Outing is Monday, September 17. I will book a foursome for the District, please let me know if you are interested in playing.

The May Police Report is enclosed.

To: Board of Park Commissioners

From: Bill Brolley, Golf Operations Manager

Subject: Steeple Chase Operations - June 2018

	2017	Budget		2018
Golf Revenue (May Totals)	\$112,405	\$138,503		\$133,009
Merchandise (May Totals)	\$ 8,815	\$ 10,574		\$ 10,106
Food & Beverage (May Totals)	\$ 18,471	\$ 21,974		\$ 22,374
Miscellaneous (May Totals)	\$ 2,001			\$ 4,267
Gift Card	\$ 3,094			\$ 2,369
Total May Revenue	\$144,786	\$171,051		\$172,125
Golf Revenue (6/1- 6/20)	\$122,885			\$128,270
Merchandise (6/1-6/20)	\$ 8,458			\$ 9,777
Food & Beverage (6/1-6/20)	\$ 20,245			\$ 27,592
Miscellaneous (6/1-6/20)	\$ 437			\$ 1,016
Gift Card (6/1-6/20)	\$ 3,487			\$ 4,031
Total Revenue June 1-20	\$155,512			\$170,686
Golf Revenue (y.t.d.)	\$315,879			\$330,612
Merchandise (y.t.d.)	\$ 29,310			\$ 33,616
Food & Beverage (y.t.d.)	\$ 51,882			\$ 59,356
Miscellaneous (y.t.d.)	\$ 15,342			\$ 13,106
Gift Card (y.t.d.)	\$ 11,180			\$ 10,559
Total Revenue (Y.T.D. 6/20)	\$423,593			\$447,249
Paid rounds (May)	2,401		2,753	
Paid rounds (6/1-6/20)	2,566		2,568	
Paid rounds year to date (6/20)	6,869		6,939	

May 2018 was the wettest May on record in Chicago, we went through a Friday-Sunday (May11th-May13) with less than 100 golfers. We ended up the month close to the monthly averages for May. We were up close to \$30,000 in total revenue over May 2017 and up in rounds by 350. So far in June we have gone through extremes as far as weather goes, a lot of rain and a wide range of temperatures, one Friday a high of 56 and the next Friday 98. Father's Day was affected in the afternoon by heat indexes of 100 degrees but overall the Friday-Sunday of Father's Day weekend we were up about 70 rounds over 2017 and up \$9,000 for total over that 3 day period. For the year to date we are up over \$20,000 and up in rounds by 70 over 2017. The overall actual to budget bottom line at the end of May we are up over \$13,000.

With all of the weather conditions that we have gone through this year particularly all of the rain, the course is in excellent condition. The grounds crew has done a great job and we have received many comments about how nice the greens are rolling.

We have notice an influx of first time golfers on the weekends this year. We have asked them how they heard about us and most responses were ads in Daily Herald and word of mouth.

We won "Best of the Best Public Golf Courses" in the Daily Herald Reader's Choice award. We have had some comments from our customers about that with them saying they voted for us, a nice feeling.

We have the Super Scramble coming up on July 14th.

May Comparison for the past 5 years

	2014	2015	2016	2017	2018
Total Revenue	\$179,467	\$182,366	\$177,673	\$144,786	\$172,125
Round	2,893	3,003	2,862	2,401	2,753

MEMO TO: Board of Park Commissioners

FROM: Ron Doruff, Golf Course Superintendent

SUBJECT: Golf Course Grounds Report – June, 2018

This year has been a year of extremes. We started out the season with a cold spring that turned into many rainy periods with above average rainfall. The best part of this is we haven't had to use our irrigation system much. That saves on electricity. The rainy period was immediately followed by above normal temperatures. Then on Father's Day weekend there was more than three inches of rain in a 48 hour period. With all of this, we have been able to keep on top of the necessary applications and mowing.

Due to the weather conditions, the timing of the applications has been critical. The fungicides for summer diseases and wetting agents to keep the soil open to absorb water so the soil doesn't dry out. One of the biggest, but every year occurrence, is ants on the greens. This has to be taken care of every three weeks. Also the poa annua control timing has been important between the rain, heat, and humidity. With these weather conditions, I have seen a thinning of the traffic areas due to the moisture and temperature extremes.

We have been able to complete a drainage project on #1 fairway. We have acquired a wet area that has never been there in the past. The area was drained so it should not be a problem in the future.

We have also had time to trim around the out of bounds areas of the golf course to re-define the playable areas and to see the out of bounds steaks.

We have started trimming the lower branches of the trees. This will allow golf carts and our equipment to move more easily under the trees. This is typically done yearly and sometimes twice a year.

Even though we haven't had to use the irrigation system much so far this season, the inlet from the lake needed some attention. It was plugged with silt and plant debris. We contacted an area diver that we use to clean the inlet. With the storm on Saturday, June 16th, the pump house and irrigation system was in a "brown out" situation until ComEd repaired their issues.

The crew has worked out well this year. We have four seasonal summer help and unfortunately they will be leaving mid-August. Then we will have our typical skeleton summer crew.

We installed a water line in #12 rough where the irrigation does not reach. We are now able to water this area with a hose.

To: Board of Commissioners

From: Derek Solberg, Superintendent of Buildings and Grounds

Re: Parks Department Report – June 2018

Joe Albert has retired from the position of Building Maintenance Supervisor. Since February of 2000 Joe has served as Building Maintenance Supervisor, Parks Department Mechanic and other roles for MPRD. Joe has given much of his time and talents to MPRD and my sincere appreciation and thanks goes to out to him for his efforts. I, and on behalf of the rest of the employees, wish him all the best in retirement.

Parks Department staff member Nathan Neuwirth recently passed the Certified Playground Safety Inspector (CPSI) exam. The National Recreation and Park Association offers the industry leading certification program in playground safety. The CPSI certification program provides the most comprehensive and up-to-date training on playground safety issues including hazard identification, equipment specifications, surfacing requirements and risk management methods. Nathan did excellent on this difficult exam with 88 out of a possible 95 correct answers. A score of 69 correct is required to pass.

In addition to weekly park grounds care at each park crews have been out shrub trimming in many parks including Asbury, Cambridge Country, Community, Diamond Lake Beach, Longmeadow, Maurice Noll, Orchard View, Scott Brown, Wilderness and Wortham. Staff sprayed weeds when possible with Leo Leathers, Maurice Noll and Woodlands Parks being treated. The good thing about some timely rainfall recently is it helps newly seeded areas at Holcomb Park and Dunbar Recreation Center. This is a big labor saver for staff who otherwise are required to water these areas, which has happened during drier stretches. Trees have been planted at Cambridge Country, Cardinal Terrace, Community, Hickory, Kracklauer, Maurice Noll, Wilderness and Wortham.

There are a number of projects, large and smal, in the works or completed recently. On June 12th bids to complete tennis court construction work were opened. The District will build two courts at Community Park and two at Scott Brown. The District has chosen a roofing contractor to re-coat the portion of the Community Center roof over the gymnasium. This work will be procured through a joint purchase agreement of which the District is already a member. Proposals were accepted to replenish playground mulch as well. The District does about a third of the playgrounds in any one year. The week of June 11 all of the sites contained in the 2018 proposal were completed. They are Big and Little, Community, Fairhaven, Gordon Ray, Kracklauer and Longmeadow. The bid has been let to complete seal coating and parking lot striping and bids are due July 11th. Smaller projects have been completed in-house as well. At Diamond Lake Sports Complex the shelters are in the process of being power washed and re-stained. At Asbury, Fairhaven and Wilderness Parks tree roots that were damaging park paths have been removed and the paths repaired.

Parks staff assisted in setting up and tearing down recent MPRD events such as Beach Bash and Movie in the Park. Preparations are underway to assist as needed with the Freedom Classic, Community Days and the Community Days parade float.

Memorandum

To: Park District Board of Commissioners

From: Matt LaPorte, Superintendent of Recreation

RE: June 2018

The busy summer season is in full swing. Highlights from the past month include the opening of Barefoot Bay, Spray Park and diamond Lake Beach; the kick off of another summer of Trails Day Camp, and the success of the revamped Beach Bash.

Programs

Several programs are off and running with the arrival of the summer season. Summer softball is ongoing. Thursday and Friday night leagues will finish up in mid-July and the Tuesday night league will wrap up in August after a delayed start due to late enrolling teams. The new pee wee lacrosse program wrapped up with their tournament on June 3. We expect to offer more of this in the future.

For the Affiliates, Little League fall baseball will begin in August and run through October. AYSO wrapped up their spring season on June 17 and will be hosting a camp July 16-20 before starting the fall league in late August. Stallions Flag Football began June 23 and ends July 21 with Tackle and Cheer beginning in August.

Several youth enrichment based summer camps got started this past month. The first kids baking summer camp was held at the Dunbar Kitchen, attracting 18 kids. Additionally, our Summer Art Camp and STEM camp both ran successfully.

Trails summer camp enrollment numbers got off to a slow start during the first week but it is similar to past year. The enrollments are looking strong and improving weekly. Camp is sold out for the final two weeks of June and the remaining weeks in July are also expected to reach capacity. The new 6th grade Odyssey camp has had better than expected enrollment. Below is a week by week breakdown of the number of kids registered. Please note that the 2018 numbers are as of June 15th.

		<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
١	Week 1	100	121	87	124	163	158	133
١	Week 2	127	140	117	150	158	149	162
١	Neek 3	134	133	152	172	160	155	165
١	Neek 4	129	133	158	181	162	149	164
١	Week 5	106	144	144	181	146	98	NA
١	Week 6	119	164	154	179	166	156	138
١	Week 7	129	142	164	179	163	166	116
١	Week 8	144	133	170	181	140	152	103
١	Week 9	131	115	138	141	138	136	111
١	Week 10	127	No Camp	140	139	139	120	99
F	Revenue	\$147,160	\$141,710	\$186,814	\$216,637	\$211,016	\$213,319 \$	190,992

The Odyssey Experience:

Below are the numbers for this new program for kids entering 6th grade-14 years.

Week of:	Monday's	Tuesday's	Wednesday's	Thursday's	Friday's
June 11	13	7	13	7	13
June 18	17	11	16	11	16
June 25	9	6	9	6	9
July 2	No Program	No Program	No Program	No Program	No Program
July 9	9	6	9	6	9
July 16	9	5	9	5	8
July 23	7	6	7	6	7
July 30	8	5	8	5	8

Special Events

The June 16 Beach Bash at Diamond Lake Beach was a very successful event. The beach was packed all day, aided in part by the ideal beach weather. This all day event started with free fitness classes on the beach. Fun family-friendly contests such as water ballon toss, water bucket relays, sand castle contests and a limbo challenge went on throughout the day. The new Ninja Warrior competition was very well received, with approximately 40 competitors ages 6-12 years taking on seven elements in a timed race. This lead to some great pictures. The event culminated with the popular Water Ski Show provided by the Wonder Lake Ski Team.

The first Art in the Park program for the summer was held at the playground outside Dunbar Recreation Center. Thirty children attended the free event and enjoyed popsicles while completing three different art projects.

June remains busy with a movie in the park planned for June 21, while Barefoot Bay hosts the adult only Margaritaville night on Saturday, June 23. The 39th annual Freedom Classic 5K and kick off for the GO Mundelein walking program will be held on Saturday, June 30 at 8:00 am.

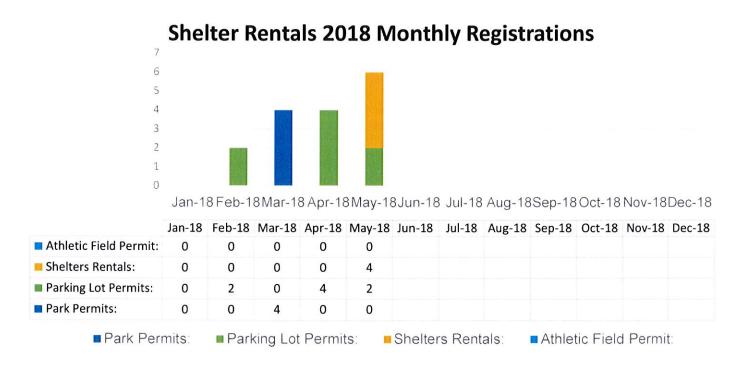
Registration & Rentals

Registration and the Community Center front desk were combined into one area this past month. This will lead to improved customer service and expense savings for the District. Training and the development of a manager on duty program is being developed and implemented this summer.

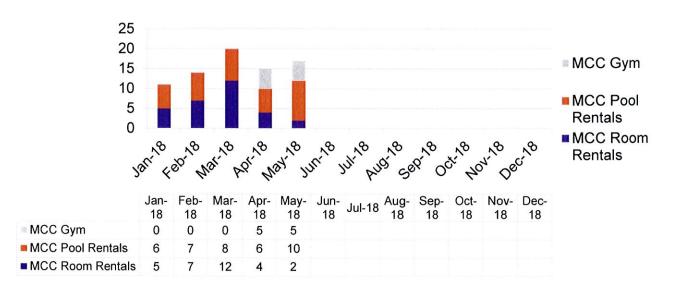
Registration staff revised the boat registration process after learning that IDNR is not selling watercraft stickers anymore and that they are extending the expiration dates for their boat registrations. This affected our registration policy for obtaining a boat launch key and as a result we have revised our policy to not require a watercraft sticker or an actual IDNR registration. We are now verifying that they are residents, that they own

the boat (title, registration, or receipt (if it is a kayak, etc) and then verifying the horsepower from those documents. If the horsepower cannot be proven, they will be charged as if it is a 16+ hp vessel.

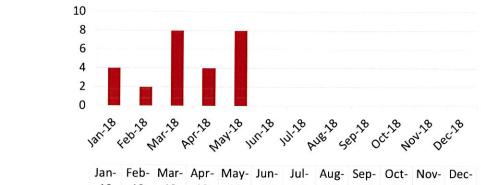
The warm weather ushered in the busy season for shelter rentals and boat launch keys. Last, the Regent Center saw a nice turnaround in rental revenue during the month of May.



MCC Room / Pool / Gym 2018 Monthly Rentals







	Jan-	Feb-	Mar-	Apr-	May-	Jun-	Jul-	Aug-	Sep-	Oct-	Nov-	Dec-
	18	18	18	18	18	18	18	18	18	18	18	18
■ DRC	0	0	0	0	0							
Regent Center	4	2	8	4	8							

Regent 2018 Monthly Revenue

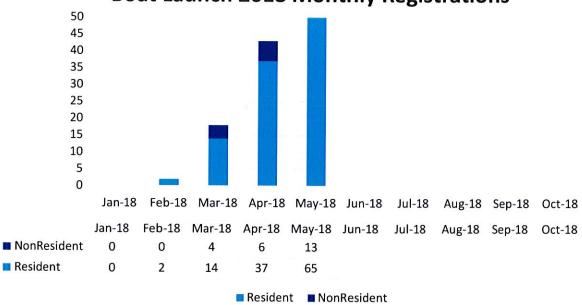


Jan-18 Feb-18 Mar-18 Apr-18 May-18 Jun-18 Jul-18 Aug-18 Sep-18 Oct-18 Nov-18 Dec-18 0.00 0.00 0.00 0

■DRC 0.00 0.00 0.00 0 0 0 Regent Center \$2,533 \$595 \$3,210 \$854 \$4,130

■Regent Center ■ DRC





Boat Launch 2018 Monthly Revenue



■ Resident ■ NonResident

<u>Facilities (Regent, Park View, Big & Little and Rec Connection, Barefoot Bay & Beach, Dunbar Recreation Center)</u>

<u>Regent:</u> Overall the Regent Center is operating well. Membership numbers at the Regent Center continued to grow for the fifth straight month. The membership enrollment matches last year's total at this time once again. The June 19 Adult Trip to Fox River Valley went successfully with 46 spaces. The Regent Center participation was at 1,361 for the month which is on average to previous months.

The Regent Center Membership Statistics

	TOTAL	RES	NONRES	NEW	DELWB	BOOMER
2014	385	265	120	40	57	106
2015	392	265	127	55	68	124
2016	354	237	117	30	56	105
2017	347	231	116	42	53	127
2018	347	227	120	48	65	136

2018 Memberships Month by Month

February	307
March	283
April	329
May	347

<u>Park View Fitness Center</u>: The summer Ultimate Experience membership sale has been moderately successful with 92 passes sold for \$8,280 in revenue. This pass was set up to entice new members to join us while we worked on a new membership structure for the fall. The Ultimate Experience is an all-inclusive 90 day membership. Total membership has continued to trend downward with 2,223 current members. This is expected after the flood and the normal attrition that happens as the warmer months approach. The revised membership structure is being introduced to help revitalize membership sales.

	Current Memberships							
Membership Type	Annual Resident	Annual Nonresident	Monthly Resident	Monthly Nonresident				
Fitness	339	393	31	36				
Fitness additional person	536	623	49	57				
Pool	164	197	15	18				
Pool additional person	251	306	23	28				
Group X	382	382	35	35				
Track	41	82	0	0				
Kidz Centre	218	218	20	20				
Cancellation Fee	0	0	0	0				
Punch Pass	0	0	0	0				
Seasonal/Promotional	0	0	0	0				

TOTAL MEMBERSHIPS



<u>Big & Little/Rec Connect</u>: Big & Little is maintaining enrollment amidst a lot of schedule changes for the summer months. This is usual for the summer. We have recently enrolled 12 new children who will be starting sometime in July through August. The playground at Big & Little received some new mulch the week of June 15. The center was inspected by the Lake County Health Department for their bi-annual inspection. As usual the staff did great and received no infractions.

Big & Little Enrollment

	<u>Total</u>	Full Time	Full Days	½ Days
June 2018	63	15	25	23
June 2017	62	28	21	13
June 2016	66	28	23	15
May 2018	61	16	23	22
April 2018	61	15	24	22
March 2018	62	15	25	22

Rec Connect: Rec Connection has 112 pre-registered students for the 2018-2019 school year, which is a good start. We also have five 6th graders registered for this new option requested by parents. More are expected in both programs as we get closer to the start of the school year.

Rec Connection Enrollment

Pre-registrations 2018-2019 = 112

Pre-registrations 2017-2018 = 102

Pre-registrations 2016-2017 = 115

Pre-registrations 2015-2016 = 116

Pre-registrations 2014-2015 = 133

Barefoot Bay, Spray Park & Diamond Lake Beach:

Season pass numbers are up slightly at Barefoot Bay, and down slightly for Diamond Lake Beach & COMBO Passes. Thus far we have sold **1,568** Barefoot Bay passes, **45** Beach passes, and **134** COMBO passes, for a total of **\$107,553.25**. Last year we sold **1,555**; 73; and 173 passes, respectively, for a total of **\$108,794.85**

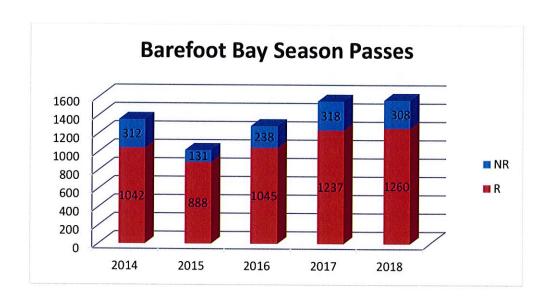
Despite a hot Memorial Day weekend, we have had a lot of unfavorable weather days since which may also impact this year's summer pass sales compared to last year. As a result of the weather, the Daily Fees for the Bay are also down across the board due to the frequent cooler temperatures we have had. On the positive, the Groupon deal we offered sold out. The deal featured a small price increase which will earn us an additional \$5,000 versus last years' deal. With daily admission visits being down, the concession sales are also lagging.

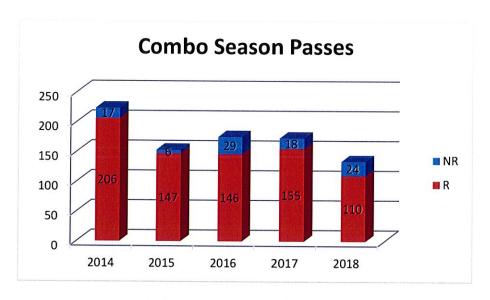
	Ba	refoot Bay Season Pass Re	venue	
	Res	Non-Res	Total	
2018	\$ 70,664.00	\$ 29,285.00	\$ 99,949.00	
2017	\$ 69,928.50	\$ 32,177.95	\$ 102,106.45	
2016	\$ 60,591.00	\$ 23,158.50	\$ 83,749.50	
2015	\$ 60,065.00	\$ 13,805.00	\$ 73,870.00	
2014	\$ 70,065.00	\$ 34,430.00	\$ 104,495.00	
		Combo Season Pass Rever	nue	
	Res	Non-Res	Total	
2018	\$ 5,706.50	\$ 1,210.00	\$ 6,916.50	
2017	\$ 5,618.40	\$ -	\$ 5,618.40	
2016	\$ 6,845.00	\$ 535.00	\$ 7,380.00	
2015	\$ 6,940.00	\$ 500.00	\$ 7,440.00	
2014	\$ 11,450.00	\$ 1,335.00	\$ 12,785.00	
		Beach Season Pass Reven	ue e	
	Res	Non-Res	Total	
2018	\$ 687.75	\$ -	\$ 687.75	
2017	\$ 930.00	\$ 140.00	\$ 1,070.00	
2016	\$ 790.00	\$ -	\$ 790.00	
2015	\$ 1,155.00	\$ 885.00	\$ 2,040.00	
2014	\$ 1,406.00	\$ 435.00	\$ 1,841.00	

Daily Admission Sales

	2014	2015	2016	2017	2018
Barefoot Bay Daily	\$24,142.00	\$16,058.00	\$ 39,286.00	\$ 52,607.00	\$ 38,002.00
Beach Daily	\$891.00	\$752.00	\$ 1,272.00	\$ 2,104.00	\$ 468.00
Spray Park Daily	\$1,747.00	\$1,796.00	\$ 2,202.00	\$ 2,516.00	\$ 1,491.00
	2014	2015	2016	2017	2018
BB Concessions	\$13,684.50	\$10,660.00	\$ 18,740.00	\$ 25,413.25	\$ 17,273.50
DLB Misc.	N/A	N/A	N/A	\$ 402.00	\$ 163.00

^{*}DLB Misc includes Boat Rentals, as well as Snacks and Drinks. It was not tracked prior to 2017.



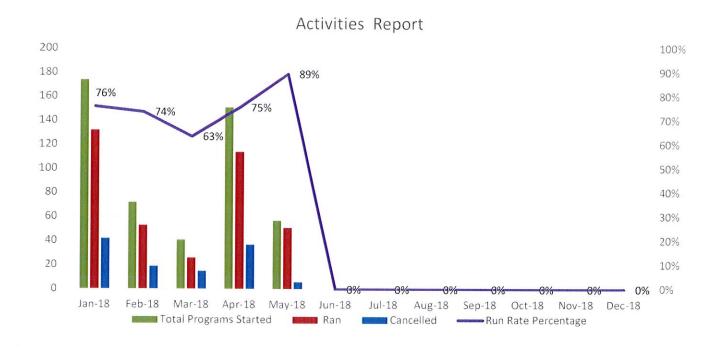


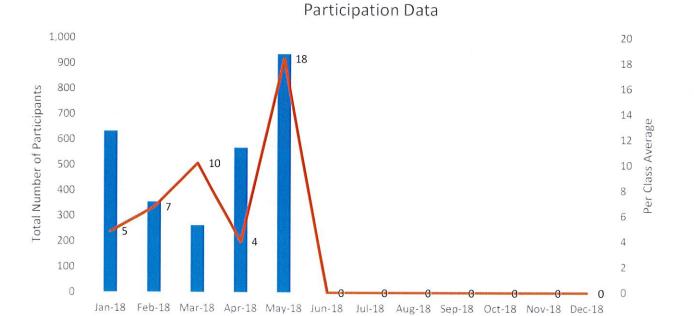


Mundelein Parks Foundation

The present Foundation balance is \$9,313.76. No additional scholarships have been requested since the last report.

REGISTRATION REPORTS





Axis Title

Average Per Class

■ Total Participants

Mundelein Parks & Recreation District Memorandum

To: Board of Commissioners

From: Laura Erickson, Superintendent of Business Services and Technology

RE: Board Report - June 2018

Date: June 19, 2018

Finance

The business services department has begun reviewing courseware videos of the new financial software system BS&A. The BS&A software is scheduled to be installed onto our server and work stations the week of July 2nd. BS&A will also be on-site to begin the conversion process with key staff members on July 10th and 11th. In addition, the Annual Treasurer's Report for the 2017 fiscal year was filed with Lake County. The 2017 Annual Financial Report was filed with the Illinois Comptroller's Office.

Human Resources

Anthony Nitti completed the payrolls for the periods of 5/13/18 – 5/26/18 for 306 employees and 5/27/18 – 6/9/18 for 360 employees. We are recruiting for the following positions: Parks Mechanic, Swim Lesson Coordinator, Boat Ranger and Seasonal positions. Anthony helped coordinate and present Myra Tatarowicz's Retirement Party, as well as the annual All-Staff training.

IT

A total of ten wireless access points have been installed throughout the Community Center and Barefoot Bay, resulting in the improvement of Wi-Fi connectivity. There are four remaining access points scheduled to be installed at Steeple Chase, Parks Maintenance, Regent Center and Diamond Lake in the coming weeks. The server for the BS&A financial software has been configured and is awaiting installation of the software.

Risk Management

The All-Staff training was conducted on May 31st. Topics covered included: If you see something, Say something; Heat Stroke and Heat Exhaustion; Sun Protection; PDRMA Core 6; and Slip, Trip and Fall Prevention. The next monthly safety committee meeting is scheduled for June 27th. A meeting was not held in May due to the All-Staff training.

The Training-in-Place topic in June covered Lightning. Site specific training was accomplished with Trails Camp to discuss Emergency Action Plans at Dunbar Recreation Center.

The 2018 PDRMA Loss Control Review is underway, as the Administrative portion of the initial review was completed on May 29th. The initial score we received was **95.60%**. In 2014 our initial Administrative score was 64.86%, with a final score of 93.02%. The remaining site visits have been scheduled as follows:

- Aquatics July 25th at 10:00 am
- Recreation July 31st at 9:00 am
- Golf August 16th at 7:00 am
- Parks August 20th at 7:00 am

Risk Management (continued)

Property Loss Report

May 20	Graffiti and tire tracks at Gordon Ray – reported to police	Not sent to PDRMA
May 22	Tire tracks at Community Park – reported to police	Not sent to PDRMA
May 27	Graffiti on path at Maurice Noll Park – reported to police	Not sent to PDRMA

Employee Injury/Illness Summary

May 24	BFB	During training - running to a rescue, scraped right leg	First-aid
June 6	BFB	Lifeguard stepped on a wall tack in the guard room, may	Urgent care
		need a tetanus shot	

Accident/Incident Summary

May 22	RecConnect	Washington School – playing four-square tried to get the ball and fell on right knee, scraped	First-aid
June 5	Fields	Adult male, on the south field playing softball and went for a fly ball – landed in a hole and twisted knee	First-aid and EMS
June 5	Camp/DRC	Adult male on swings while camp going on looking through the windows at Dunbar Recreation Center; called the police because the behavior was odd. He was asked to leave. Known to Camp Staff and is mentally challenged.	Police called
June 6	Camp	Boy, 11, Playing dodgeball and hit the head of another camper with his own head	First-aid
June 6	Indoor Pool	Adult male on blood thinners had a small cut (unknown origin) and bled profusely in the sauna; cleaned with a bleach solution and left to dry for >30 minutes	
June 7	Camp/MCC	Woman entered Dunbar Recreation Center and then MCC. Wanting to use the restroom. Had a liquor bottle. Escorted out of Dunbar and MCC. Police were notified.	Police called
June 13	Indoor Pool	Adult female felt lightheaded because her blood sugar was too low	First-aid (sugar candy)
June 14	Camp – Sweet Adventures/ DRC	Girl, 7, bumped neck and shoulder of the high topped edge of the counter in the kitchen at Dunbar, reddening and bruise	First-aid, ice pack

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MUNDELEIN PARK & RECREATION DISTRICT

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700

Effective May 1, 2018 – April 30, 2022

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ARTICLE 1. PREAMBLE

This Agreement is entered into by and between the Mundelein Park & Recreation District, an Illinois municipal corporation (hereinafter the "District") and the International Brotherhood of Teamsters, Local 700 (hereinafter the "Union"). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote an orderly and harmonious relationship between the District and the bargaining unit employees.

It is the intent and purpose of the parties to set forth herein their full and entire Agreement covering wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the District.

In consideration of the mutual promises, covenants and the agreements herein contained, the parties hereto, by their duly authorized representatives and or agents, do mutually covenant and agree as follows:

ARTICLE 2. RECOGNITION

<u>Section A. Bargaining Unit Described</u>: The employees represented by the Union ("Bargaining Unit") are as follows:

Included: All full-time regular employees in the positions of Golf Course Mechanic, Parkman I, II, III, IV and Custodian; permanent part-time employees in the position of Parks Service Officer, seasonal full-time employees in the positions of Cook Grounds Crew and Parkman; seasonal part-time employees in the positions of Cook and Kitchen Help, employed by the Mundelein Park and Recreation District. The District agrees to attach current bargaining unit job descriptions to this Agreement as appendices, provided it is understood by the Union that the District has the right to modify job descriptions at any time.

Excluded: All recreation employees in the positions of Lifeguards, Cashiers, Concessionaires, Learning Center Staff, Swim Instructors and Dance Instructors; seasonal part-time employees in the positions of Starter/Ranger, Beverage Cart Server, Cart Attendant/Cashiers, Bartender, Server and Cart Attendant; seasonal full-time employees in the positions of Cart Attendant and Cashier; permanent part-time employees responsible for day care duties, including assistant teachers, teacher aides and teachers; permanent part-time employees in the positions of Park Patrolman, Receptionist and Computer Assistant; full-time regular employees in the positions of Park Patrolman, Day Care Teacher, Grounds Supervisor, Supervisor of Special Projects, Recreation Supervisors, Fitness Manager, Food and Beverage Manager, Assistant Golf Course Superintendent, Golf Operations Manager, Assistant Golf Course Manager, Administrative Assistant, Superintendent of Recreation, Superintendent of Parks, Director of Parks and Recreations and Supervisor-in-Charge of Park Patrolmen; and all other positions employed by the Mundelein Park and Recreation

District, as well as all short-term, supervisory, managerial and confidential employees as defined by the Illinois Public Relations Act.

Section B. Use of Masculine Pronoun: The use of the masculine pronoun in this Agreement or any other document is understood to be for clerical convenience only. It is further understood that the masculine pronoun includes the feminine pronoun as well.

Section C. Non-Discrimination: It is recognized that in accordance with applicable law, neither the District nor the Union shall unlawfully discriminate against any employee covered by the terms of this Agreement because of race, sex, age, religion, creed, color, disability, national origin, marital status, political status, or membership or non-membership in the Union. Any alleged violation of this Section shall be grievable, but not arbitrable.

ARTICLE 3. MANAGEMENT RIGHTS

The District possesses the sole right and authority to operate and direct the employees of the District and its various operations in all aspects, including, but not limited to, all rights and authority held and/or exercised by the District prior to the execution of this Agreement. These rights include, but are not limited to: the right to determine its mission, policies, to set forth all standards of service offered to the public, and to determine the amount of the budget to be adopted annually; to plan, direct, control and determine the means and places of operations or services to be conducted by the employees of the District; to determine the places, methods, means, number of personnel needed to carry out the District's mission; to schedule and assign work; to direct the working forces; to assign overtime; to hire, to assign and/or to transfer employees within the District organization; to promote, suspend, discipline or discharge for just cause; to lay-off or relieve employees; to make, publish and enforce reasonable rules and regulations which shall not nullify the express guarantees of this Agreement; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to establish work, productivity and performance standards; provided that the District's exercise of its management rights shall not conflict with any of the express terms of this Agreement.

ARTICLE 4. INTRODUCTORY WORK PERIOD

Newly hired employees shall serve an introductory work period of their first one hundred twenty (120) non-consecutive days of service following the date of hire during which time such employees may be disciplined or separated from employment without regard to any protections of this Agreement or District policies, nor may such action be the subject of any grievance under this contract. Seasonal employees who have not yet completed their first one hundred twenty (120) days of employment, but whose service was satisfactory up to and through the conclusion of their first season, shall continue their introductory status for the balance of the one hundred twenty (120) day introductory period, if they are rehired in the following season.

ARTICLE 5. HOURS OF WORK/PREMIUM RATES

Section A. Work Schedules: Should it be necessary, the District shall retain the right in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal work day, or work shift or the normal work week, provided that, except in exigent circumstances beyond the District's control, changes in schedules shall be posted not less than two (2) weeks prior to their effective date.

Section B. Work Week: The normal work week is Sunday through Saturday, and shall consist of five (5) consecutive workdays. Between September 30th and May 1st, the normal workweek for Parks Maintenance employees shall be Monday through Friday. The normal work day for employees other than Golf Course grounds crew employees consists of eight (8) hours of work (7:00 to 3:30) within a twenty-four (24) hour period beginning midnight of the day the shift begins. The description of a "normal work week" in this Section shall not preclude seasonal employees from voluntarily waiving their right to 'one day of rest in seven' as that term is used in 820 ILCS 140/1 et seq., and as permitted by law.

Section C. Overtime: All work performed in excess of a forty (40) hour workweek shall be considered overtime. For purposes of defining the 40-hour workweek, "hours worked" for Parks Maintenance workers shall include approved time off for holidays and vacation, but shall not include other paid leaves such as, but not limited to, sick time. For all other workers, "hours worked" shall not include paid leaves such as, but not limited to, sick time, holidays and vacation. Overtime shall be paid at a rate of time and one-half (1-1/2) the employee's regular hourly rate of pay for each overtime hour worked. In addition, temporary and regular maintenance employees may be granted compensatory time off in lieu of overtime, provided that any time earned may not be accumulated and must be used prior to December 31st of the year in which it was earned. All unused compensatory time will be paid out in the employee's check for the pay period which includes December 31.

Section D. Assigning Overtime: The District shall first attempt to assign scheduled overtime work to qualified employees on a volunteer basis. If the overtime work opportunities cannot be filled on a voluntary basis, the District reserves the right to schedule overtime work as required, provided that reasonable attempts shall be made to equalize overtime assignments among qualified members of the bargaining unit. More specifically, the Union acknowledges that the District presently has a standard procedure assigning one supervisor, a primary, secondary and swing parkman to all snow events. The timing and amount of snow will be the determining factor on whether or not the supervisor calls the primary, secondary and/or swing parkman in early or assigns extended duty. Under the present procedure, this schedule is posted by November 1st of each year. The District does not waive any management right to change this procedure in the event that circumstances and/or the needs of the District's constituents would be best served by such change.

Section E. Call Backs: A call-back overtime assignment is defined as an unscheduled assignment of work that does not continually precede or follow the employee's regularly scheduled working hours. Any employee covered by this Agreement who is called back to work after having left work shall receive a minimum two (2) hours' pay at time and one-half (1-1/2).

Section F. Emergency Early Starts: On days when an employee is called in to work an early shift (e.g., snow removal), they will be assigned an (8) eight hour workday. Such employee will have the option of leaving at the conclusion of eight (8) hours of work, or of staying and working until the regular ending time for his shift, provided the employee notifies his supervisor of his election by 7:00 a.m. of the actual work day involved. Employees who elect to work beyond their regular eight (8) hours of work for that shift will be paid at the overtime rate of 1-½ times their hourly rate for hours worked in excess of eight (8), but will not be allowed to work more than twelve (12) consecutive hours.

<u>Section G. Prohibited Compensation</u>: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section H. Construction of this Article: This Article is intended to define the normal time of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section I. Meal Periods: All employees shall, except upon mutual agreement, be granted a thirty (30) minute unpaid meal period during each eight (8) hour shift. Whenever possible, this meal period shall be scheduled near the middle of the shift.

Section J. Seasonal Show Up Pay: Seasonal Employees that are sent home at the start of their shift due to inclement weather, work condition or lack of equipment will be compensated a minimum of one (1) hour's pay.

ARTICLE 6. LAYOFFS

Section A. Reductions in Force/Order of Layoffs: The District in its discretion shall determine whether reductions in force (which shall be defined to include a substantial reduction of hours of work) are necessary. Although not limited to the following, reductions in force shall ordinarily be for lack of work and/or lack of funds. If it is determined that a classification is overstaffed, the District shall first inquire as to whether there are employees who, for personal reasons, prefer to voluntarily resign within time periods that will make layoffs unnecessary. Thereafter, if further layoffs are necessary, bargaining unit employees will be laid off in the following order:

- i. Introductory status employees in the affected classifications;
- ii. (Parks Department only) Seasonal employees, in order of their seniority within the classification affected by the reduction in force; and
- iii. In the event of further reductions in force, classification seniority will be the general determinant; exceptions are cases of proven District needs and/or an employee's ability to perform remaining available work without further training. The employer will not act unreasonably in situations where

seniority is not followed.

The District shall attempt to give as much notice as possible, but not less than three (3) weeks' notice of the impending layoff to affected employees, and not less than two (2) weeks' notice to all affected seasonal full- and part-time employees as defined in Article 2. In lieu of the appropriate notice (or portion thereof), the District may elect to give the employee pay.

Section B. Recall List: Employees who are either laid off, or seasonals who have ended their seasonal employment in good standing, shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Section C. Notice of Recall: Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail, provided that the employee must notify the Director or his designee of his intention to return within four (4) calendar days after receiving notice of recall. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the District with his latest mailing address.

ARTICLE 7. HOLIDAY AND PERSONAL LEAVE

Section A. Holidays: The legal holidays for the District's regular and introductory status full-time employees shall be:

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Day	Independence Day	The day after Thanksgiving
Spring Friday	Labor Day	Christmas Eve
	•	Christmas Day

Holidays falling on a Saturday or Sunday shall be observed as determined by the District Board.

Section B. Compensation for Working on Holidays: Compensation will be paid at an eight (8) hour straight time rate to all regular and introductory status full-time and seasonal employees, to be scheduled consistent with the operational needs of the District, for each holiday that occurs while they are employed. In some cases, due to District requirements, employees may be asked to work on these holidays. In those cases, full-time employees will be compensated at their regular hourly rate for any actual time spent working, plus eight (8) hours' pay at their regular rate. Seasonal employees will be compensated at 1-½ times their hourly rate for any actual time spent working, plus eight (8) hours' pay at their regular rate.

If a holiday falls during an employee's scheduled vacation leave, the employee need not charge that day to vacation leave.

Before an employee shall be entitled to holiday pay, the employee must work the scheduled work day preceding and following the holiday unless said absence has been previously authorized for a scheduled vacation, verified illness, bereavement leave or other verified leave.

Section C. Personal Days: In addition to the ten (10) full day holidays, there shall be allowed two (2) personal days per fiscal year. These days should be requested in writing to the Director, for consideration, in advance. Approval shall be on a case-by-case basis, dependent on the Department's workload, provided that such approval shall not be unreasonably withheld. If an employee satisfies the Park District that an emergency situation has developed which requires the employee's immediate use of a personal business day, the District may waive the advance notification requirement, or may allow an employee to use a vacation day without the required 5-day notice, to attend to the employee's emergency situation.

ARTICLE 8. VACATIONS

Section A. Vacation Accrual Schedule: Vacation for regular full-time employees may be taken after successfully completing the twelve-month initial employment period. Regular full-time employees shall accrue vacation based upon their years of service, as follows:

```
1st year through 5th year 10 workdays per year. (5/6 of a work day per month).
1st year through 5th year 10 workdays per year. (1-1/4 work days per month).
1st year through 5th year 10 workdays per year. (1-1/4 work days per month).
```

Vacation time shall not be accrued during an employee's extended illness or during a leave of absence exceeding 30 days.

Section B. Vacation Time Usage and Accrual: Unless otherwise approved by the Director or his designee, vacation leave must be requested in writing not less than five (5) days in advance, unless shorter notice is agreed to by the Director or his designee, and shall be taken by the eligible employee upon approval of the Director or his designee, at a time that will not interfere unreasonably with the operation of the Department. Unless otherwise specifically approved by the Director, vacation time shall be taken in at least two (2) five-day increments per year. Employees are expected to utilize vacation leave within one (1) year of its accrual, and may not carry over vacation days from year to year beyond a maximum of twenty-five (25) working days. Those employees having an excess amount accrued may be ordered by the Director to take the necessary vacation time to return the accumulated total to the maximum. Excess carryover vacation days shall be forfeited unless the Director expressly approves otherwise. Notice shall be given by the Finance Department to any employee in this situation. In extreme cases where the employee is unable to exhaust their vacation time due to the needs of the Mundelein Park and Recreation District, the Director and/or Board, may approve monetary compensation in lieu of time off.

<u>Section C. Vacation Accrual During Layoffs</u>: Vacation credit shall not be accumulated during any layoff.

Section D. Vacation Scheduling: The Director or his designee shall establish a vacation

schedule sufficiently early in each year so as to minimize disruption of the work to the department.

Section E. Emergency Recall: In case of an emergency, the Director or his designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress.

Section F. Seasonal Vacation: The District will provide four (4) hours of vacation accrual for each year worked, for seasonal employees who have worked a minimum of five consecutive years and who work a minimum average of 1,000 hours a year or make themselves available in the year granted.

ARTICLE 9. BEREAVEMENT AND JURY DUTY LEAVE

Section A. Bereavement Leave: The Director or his designee may authorize an employee to be absent without loss of pay for a period of up to three (3) work days due to the death of a member of the employee's immediate family. The immediate family shall be construed to mean one of the following: Husband, wife, daughter, son, mother, father, stepfather, stepmother, sister, brother, next of kin, the spouses of any of these, any "in-law" relationship of the above including relationships arising from adoption. An employee shall be granted one (1) day with pay for death of "other close family members." "Other close family members" shall include the employee's grandparents, grandchildren, uncles, aunts. Additional time off needed for travel out of state to attend a funeral, to wrap up a decedent's affairs or for attending funerals of a non-family member may be requested and, if granted, shall be charged to vacation leave. Normal authorized bereavement leave shall be in addition to sick leave or vacation leave. Bereavement leave shall be taken within thirty (30) calendar days from date of death.

Section B. Jury Duty: An employee called to serve jury duty shall remit to the District any monies received as jury duty pay and the District shall pay the employee his straight-time hourly rate for all hours missed from work, up to eight (8) hours per day, as a result of such jury service.

ARTICLE 10. SICK LEAVE

Section A. Accrual: Sick leave for regular full-time employees shall accumulate, effective from the first day of employment at the rate of .83 day for each month worked. Employees shall be permitted the use of up to ten (10) days of sick leave per year for reasons other than a catastrophic illness or injury.

Section B. Accumulation: During the term of this Agreement, sick leave with pay may be accumulated up to a total of two hundred (200) work days for catastrophic illnesses or injury.

<u>Section C. Use of Sick Leave</u>: Sick leave may be granted for any of the following reasons:

i. An employee's illness or injury of an incapacitating nature sufficient to justify absence from work.

- ii. If approved by the management, an employee's medical or dental appointment which cannot be scheduled outside of working hours.
- iii. Absence required by serious illness or disability of a member of the employee's immediate family. The immediate family is defined as husband, wife, father, mother, son, daughter, sister, brother, half-brother, half-sister, grandmother, grandfather, grandchildren, or any permanent resident of the employee's household including any relationship arising through adoption provided that the time off is necessary to provide caring for this individual. It is understood that the employee bears the burden of providing justification for his/her absence. Approval for such absences shall not be arbitrarily or capriciously withheld.

Section D. Notices and Medical Certificates:

- i. <u>Notice</u>: Notice of absence due to sickness or injury shall be given by the employee to the supervisor not less than two (2) hours in advance of the starting time for the scheduled work period. Failure to timely notify the employee's supervisor may result in the employee's ineligibility to receive payment for the absence.
- ii. <u>FMLA Substitution</u>: At the time of giving notice of any absence provided under Section C, the employee must provide sufficient information for the District to ascertain whether the reason for the absence is a Family Medical Leave Act qualifying reason. If any absence under Section C qualifies for family medical leave, the employee will be required to substitute accrued paid leave under Article X for any family medical leave.
- Medical Certification: In the event sick leave is taken for more than two (2) consecutive days, the employee shall be required to furnish, written confirmation of illness or injury signed by a doctor at the employee's expense, and shall include a statement by the doctor as to the employee's physical or mental ability to return to normal duties at the employee's expense. The doctor's certificate may also be required during instances when abuse is suspected; or where necessary to verify Family and Medical Leave Act eligibility.

Section E. Family and Medical Leave Act: It is understood the District is required to comply with the Federal Family Medical Leave Act, 29 U.S.C. § 2601, et seq. Disputes concerning application of the Family Medical Leave Act shall be exclusive of the arbitration mechanism of this contract and limited to those Family Medical Leave Act procedures available.

Section F. Incentive for Full-Time Employees: As an incentive for employees, encouraging minimal use of sick leave, additional hours of bonus pay may be earned in each four month period. Eight (8) hours of pay may be earned in a period by meeting all of the following criteria:

- The employee must be classified as regular and full time.
- The employee must not have used any sick leave during the period.

When an employee meets these criteria, an additional eight (8) hours of bonus pay will be awarded to that employee in the next payroll immediately following the period. If an employee earns the bonus pay under this Section for three (3) periods in a row, the employee shall be awarded an additional eight (8) hours bonus pay.

Section G. Incentive for Seasonal Employees: As an attendance incentive for seasonal employees, the District agrees to pay eight (8) hours of pay per month as follows:

- The employee must not have been absent from his scheduled work assignment during the month (or portion thereof in excess of 15 days).
- The maximum incentive receivable under this Section shall be forty (40) hours' pay.
- Payment of the incentive under this Section shall be made with the employee's last paycheck at the end of the season, as a bonus payment.

ARTICLE 11. UNIFORMS

Section A. Style: When the District provides employees with uniform items, the District reserves the right to determine the style, color, make and model of the uniform items. Should the District change the style, color, make or model of the uniform items, then the District shall provide these new uniform items to the current employees. Currently, uniforms are provided as set forth in Appendix B.

Section B. Proper Work Appearance: Employees are expected to maintain a proper work appearance which is suitable to their responsibilities and position. All employees who are provided with uniforms are required to wear their uniforms and report to work clean and neat in appearance, unless this requirement is expressly waived by the District. For those employees issued uniforms, or equipment, unauthorized additions to these will not be permitted. Any employee reporting to work dressed and/or groomed in such a way as to be disruptive to routine business or who presents a safety hazard, to himself and/or others, will be required to return home without pay to change into more appropriate attire. (Maintenance and Grounds employees shall be required to wear hard-soled work shoes while on the job.)

Section C. Replacement: The District shall replace all uniform items damaged in the line of duty or rendered unserviceable by normal wear and tear. Employees may be required to replace any uniform item at the employee's own expense if the item is damaged or lost as a result of his/her failing to properly use, care for or keep up such property.

In each calendar year, the District will subsidize up to \$130 for full-time employees to purchase shoes/boots (covered toe, hard sole, have a sturdy design and follow the general standard of a work shoe or boot) from either Rogan Shoes or Cutler Workwear in Mundelein. The District agrees to pay the named provider directly for authorized purchases. The employee is responsible for any amount in excess of \$130 and will pay that amount at the store at the time of purchase.

The District will pay 100% for seasonal employees to be provided six (6) pairs of work pants each year, and the District will choose the style and vendor. Seasonal parks staff may opt out of the District's provision of pants under this Section C, and shall timely notify their supervisor of such election. The District retains the right to either purchase as above or provide same through a rental company.

Section D. Return: All employees shall be required to return all District-purchased uniform items and other District property at the end of each contract year, and/or at the time of termination of the employee from employment with the District.

ARTICLE 12. GROUP INSURANCES

Section A. Life Insurance: During the term of this Agreement, the District shall continue to provide life insurance benefits to bargaining unit member in substantially the same benefit amounts and under the same terms and conditions for the payment of premiums applicable to other District employees' as they existed on May 1, 2018.

Section B. Health Insurance: Effective January 1, 2018, employees will be eligible to participate in the District's group coverage plan under the same terms and conditions as all other District employees, provided that they shall contribute to the costs of the applicable premiums for their coverage selections as follows:

Effective January 1, 2019	10.0%
Effective January 1, 2020	12.5%
Effective January 1, 2021	15.0%

ARTICLE 13. EDUCATIONAL BENEFITS

The Mundelein Park District provides educational assistance to employees when funding is available. The District will pay for occupation related courses and State of Illinois certification tests which are of benefit to the employee and the District, provided that funds for these activities have been budgeted for the current fiscal year. Courses must be directly related to the employee's present

position or work that the employee might reasonably expect to perform for the District in the future. Attendance at such courses must be during the employee's off-work hours. The request shall be made by the employee in writing on a designated form and given to the Director. The employee shall be reimbursed 100% for tuition and direct fees required for the approved course or test. This reimbursement will be paid to the employee after the approved course is completed, with a minimum final grade of "C" or its equivalent. Textbooks may be paid for by the employee if they wish to keep the books, or paid for by the District in which case the District will keep the books available for other employees.

Employees shall be limited to not more than three (3) courses in a 12-month period. If the employee leaves the employment of the District within three (3) years of taking a reimbursed course, the employee shall repay the District for the cost of the course.

ARTICLE 14. WAGES

Section A. Schedule of Wages: Effective May 1, 2018 through April 30, 2019, wages shall be paid in accordance with Appendix A. Thereafter, bargaining unit members shall be paid in accordance with the amount equal to .5% (one-half percent) over the annual rate of increase in Consumer Price Index (CPI-U) for the U.S. Department of Labor's National Average as of December 31st of each year with the increase to be effective on May 1 of the collection year for the levy earned on such CPI-U increase; provided, that, wage increases based on CPI-U changes during the term of this Agreement shall be not less than 1%, and shall not exceed 3.5%.

Section B. Compensation for Other Duties: Bargaining unit members who are assigned to perform the duties of a higher paid position, and which duties are outside the range of skills and duties normally performed by the employee, shall receive the higher rate of pay commencing on the third day of such assignment. Bargaining unit members whose positions require that they obtain, and keep valid, commercial driver's license (CDL) certification to perform their regular duties shall be reimbursed for their actual and reasonable expenses (specifically, Illinois Secretary of State testing and licensing fees) necessarily incurred in maintaining their CDL license, provided that the request for such reimbursement shall be submitted with supporting documentation verifying the requested amounts, to the Superintendent or his designee for review and approval.

Section C. Supervision of Seasonals: The District agrees that it will make reasonable efforts to keep the number of seasonal employees assigned to the supervision of a Parkman at a maximum of three (3) at any particular time.

ARTICLE 15. NO STRIKE

Section A. Prohibited Union Activities: During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and the statutory function or obligations of the District.

Section B. Discipline: The Union agrees that the District has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or any, some, or all of the leaders of the Union who so participate, as the District may choose.

Section C. Lock Out: The District will not lock out any employees during the term of this Agreement.

Section D. Judicial Relief: Nothing contained herein shall preclude either party from obtaining judicial restraint, damages and cost from any source resulting from violations of this Article.

ARTICLE 16. GRIEVANCES

<u>Section A. Definition</u>: A grievance is any dispute or difference of opinion between the District and the Union or an employee with respect to the meaning, interpretation, or application of the provisions of this Agreement.

<u>Section B. Process</u>: When an employee wishes to exercise the right to initiate the process, the following procedure shall be implemented:

Step 1: To Immediate Supervisor

The employee who has a grievance shall file it in writing. The grievance must be made within seven (7) calendar days after the aggrieved actions occur or are discovered by the grievant using due diligence. Failure to file within this time shall waive any rights to the grievance process.

- The initial appeal is directed to the employee's immediate supervisor.
- The initial appeal shall include documentation and description of the factual basis for the grievance.
- The appeal shall include the specific section of the Agreement which the employee believes to be violated.

The supervisor shall be responsible for:

- Making inquiry into the facts and circumstances of the appeal.
- For providing the employee with a written decision within fourteen (14) calendar days after receipt of the appeal.

If the action being appealed was initiated by the supervisor, Step 1 shall not apply and the procedure may start with Step 2. If the appeal involves suspension, demotion or dismissal, the procedure may start at Step 2.

Step 2 - To Director

If the employee is dissatisfied with the response from his immediate supervisor or if a response is not received within fourteen (14) calendar days the employee may present the appeal to the Director or his designee. This action shall be made in writing to the Director and shall include all documents from Step 1.

The Director shall review the grievance and may conduct a separate investigation. The Director will render a written decision within fourteen (14) calendar days of the receipt of the employee's appeal.

A copy of this decision shall be provided to the employee involved.

Step 3 - Arbitration

After a grievant has exhausted the steps established above for the settlement of grievances, and the grievance remains unsettled, the Union may pursue arbitration.

Within fourteen (14) calendar days of receipt of the Director's decision, the Union must file a notice of arbitration with the Director's Office. The parties shall attempt to agree upon arbitrator within seven (7) calendar days after receipt of the notice of arbitration. In the event the parties are unable to agree upon an arbitrator within such seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) qualified arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators. The District and the Union each have the right to reject one (1) panel of five (5) names in its entirety, and request that a new panel of seven (7) names be submitted. The parties shall alternately strike one name from the list, with the first strike being determined by a flip of the coin. The person remaining shall be the arbitrator.

The arbitrator shall be notified of his selection and shall be requested to set a time for the hearing subject to the availability of Union and District representatives. The District shall select the location for the hearing which shall be within the District limits. The District and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The District and the Union shall retain the right to employ legal counsel.

Immediately at the close of the arbitration hearing, if the arbitrator has a proposed appropriate solution, he must offer it to the parties. If either party is unwilling to agree, the arbitrator shall submit a written opinion and award within thirty (30) calendar days following the close of the hearing or the submissions of briefs by the parties, whichever is later.

The award of the arbitrator shall be binding. The fees and expenses of the arbitrator and the costs of a written transcript, if any, shall be divided equally by the parties. All other costs shall be paid by the party which incurs such costs.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted by the parties and shall have no authority to make a decision on any other issue not submitted. Failure of the Union or the grievant to comply with time limits set forth above will serve to declare the grievance settled and no further action may be taken. Failure of the District to respond within the time limits shall constitute a denial of the grievance and the grievant may proceed to the next step.

ARTICLE 17. UNION RIGHTS

Section A. Dues Deduction: The District agrees to deduct, once each month, dues in the amount certified to be current by the secretary-treasurer of the Union from the pay of those employees who individually and voluntarily request in writing that such deduction be made. This authorization shall remain in effect until terminated in writing by the employee(s) or expiration of this Agreement, whichever occurs first. The Union shall be responsible for processing and obtaining all Union applications and related forms from employees, and for submitting them to the District in a timely manner.

Section B. Fair Share: To the extent permitted by law, any bargaining unit employee hired prior to the first effective date of this Agreement who is not a member of the Union will be required to pay a fair share (as determined by the Union) of the cost of the collective bargaining process, contract administration in pursuit of matters affecting wages, hours, fringe benefits and other terms and conditions of employment, but said fair share shall not exceed the amount of dues uniformly required of members. All bargaining unit employees hired on or after the effective date of this Agreement and who have not made application for dues deduction shall, on or after the tenth (10th) day following their completion of the probationary period, be required to pay a fair share as defined above.

With respect to any employee on whose behalf the District has not received a written authorization as provided for above and, to the extent permitted by law, the District shall deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union within fifteen (15) days of the date the wage deduction is made, consistent with the requirements established by the U.S. Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986). The Union agrees to give the District not less than thirty (30) days' notice of any change in either dues or fair share contributions which are subject to wage deductions. The obligation to pay a "fair share" fee to the Union shall not apply to any Employee who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a "fair share" fee to the Union. The Union, as the exclusive representative, shall represent all bargaining unit employees fairly and equally.

Section C. Indemnification: The Union does hereby indemnify and shall save the District harmless against any and all claims, demands, suits or other forms of liability, including all costs of litigation which arise out of or by reason of action taken or not taken by the District where the action or non-action is in compliance with the provisions of Sections A and B of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to Sections A and B of this Article.

Section D. Posting Notices: The District will make available space (20" x 25") on a bulletin board at the Park Maintenance Headquarters and the Golf Course Maintenance Headquarters for the posting of official Union notices of a non-political non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board, provided that if there is any objectionable material on the board, the supervisor will remove it and provide the Union with an explanation.

Section E. Union Representatives: The District agrees that one (1) accredited representative of the Union, whether Local Representative, Council Representative or International Representative, shall have reasonable access to the membership. The outside representative shall call the Director or designee before his arrival and obtain prior approval before entering the premises. The representative shall not, in any way, disrupt or interfere with the operations of the District.

Section F. Unpaid Union Leaves of Absence: To the extent that there is no disruption in service, increase in costs or interference with operations, leaves of absence without pay may be granted to one (1) employee who is selected, delegate or appointed by the Bargaining Unit to (a) attend Union meetings, conventions or educational conferences, or (b) attend grievance meetings or appeal hearings.

Section G. Notice of Discipline: Prior to discipline being assessed against any Bargaining Unit employee, the Union shall be entitled to receive general notice from the District. It shall be the election of the employee to provide the Union with specifics of the events giving rise to the contemplated discipline.

Section H. Disciplinary Interviews: If the District conducts an interrogatory interview of a Bargaining Unit employee, the employee shall be entitled to the presence of a reasonably available Union representative at such interview if (a) the employee reasonably believes that the information obtained from him/her during the interview may be used to support disciplinary action against the employee, and (b) the employee requests the presence of such representative.

Section I. Grievances: Employees may present grievances during work time, and the Union steward shall be permitted time without pay to investigate grievances during working hours. The District reserves the right to meet and discuss grievances during employees' off-duty time, provided that if the District elects to meet during work time, the employee(s) whose attendance is required at such meeting shall suffer no loss in pay.

Section J. Management Rights: The District retains its management right and responsibility to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies. All such policies currently in existence, or hereafter implemented or amended from time to time which are not mandatory topics of

bargaining, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and conflicts with such District policy. In the event that this Agreement should directly conflict with any District personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of this Agreement.

ARTICLE 18. LABOR/MANAGEMENT MEETINGS

Section A. Meeting Request: Upon request of either party, but not more frequently than quarterly, up to two (2) representatives of the Bargaining Unit and the District shall meet at mutually agreed-upon times to discuss matters of mutual concern. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. In cases of emergency, the parties may waive the seven (7) day advance written request requirement.

Section B. Content: It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

ARTICLE 19. ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the full and complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each of the parties, for the duration of this Agreement, voluntarily and unqualifiedly waives the right, and agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, provided such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Except as provided by the provisions of this Agreement, the District retains and may exercise all powers granted to it by law.

ARTICLE 20. SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically ruled invalid by the Board, Agency or Court decision; and upon issuance of such a decision, the District and the Union agree to

immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby.

ARTICLE 21. TERM OF AGREEMENT

Except as specifically provided, this Agreement shall be effective upon execution, and shall remain in full force and effect until April 30, 2022. Within one hundred twenty (120) days prior to the expiration date of this Agreement, either party may request in writing a meeting to discuss the possibility of another agreement or the extension of this Agreement.

In witness whereof the parties have hereunder set their hands and seals this ______ day of June, 2018.

508845_1

<u>APPENDIX A – WAGES</u>

Effective May 1, 2018 (2.1%)

Classification	At Hire*	2nd year**	3rd year**
Golf Course Grounds Seasonal			
Class I Class II Class III	\$13.88/hr. \$12.41/hr. \$11.68/hr.	\$14.43/hr. \$12.97/hr. \$12.22/hr.	\$14.97/hr. \$13.90/hr. \$12.77/hr.
Mechanic	\$23.68/hr.	\$24.43/hr.	\$25.16/hr.
Cooks	\$12.77/hr.	\$13.58/hr.	\$14.48/hr.
Kitchen Worker	\$10.97/hr.	\$11.32/hr.	\$11.68/hr.
Custodian	\$12.87/hr.	\$13.36/hr.	\$13.83/hr.
Park Grounds	\$20.68/hr.	\$22.14/hr.	\$23.68/hr.
Seasonal Park Worker	\$11.36/hr.	\$11.89/hr.	\$12.43/hr.

- * New hires may be placed at a higher starting rate, when the District determines that their prior skills and/or experience warrant such action.
- ** Step movement is based upon satisfactory performance in the prior year.

Effective May 1, 2019

Effective May 1, 2019 and thereafter, bargaining unit members shall be paid in accordance with the amount equal to .5% (one-half percent) over the annual rate of increase in Consumer Price Index (CPI-U) for the U.S. Department of Labor's National Average as of December 31st of each year with the increase to be effective on May 1 of the collection year for the levy earned on such CPI-U increase; provided, that, wage increases based on CPI-U changes during the term of this Agreement shall be not less than 1%, and shall not exceed 3.5%.

<u>APPENDIX B - UNIFORMS</u>

Golf Course Staff

Annual Issue

- 4 Short-sleeved t-shirts
- 2 Long-sleeved shirts
- 2 Collared (polo) t-shirts
- 6 work pants

(Employees responsible for laundering)

District shall make rain gear and rubber outer boots available (they remain District property). The District will buy each employee a sweatshirt. The District will subsidize work shoes/boots in accordance with Article 11, Section C. of this Agreement.

Parks Staff

Original Issue

- 11 sets of pants & shirts, cotton poly blend (or cotton if substantially similar cost)
- 2 short-sleeve t-shirts

(District shall provide cleaning on a weekly basis)

Replace as necessary at District cost for normal wear and tear

District will reimburse employee for ½ the cost of approved winter outer coat/garment. The District will buy each employee a sweatshirt. The District will subsidize work shoes/boots in accordance with Article 11, Section C. of this Agreement.

(For reference only)

MAINTENANCE CREW CLASSIFICATIONS

Our mission is to make Steeple Chase Golf Club the best value in public golf in the Chicagoland area.

This mission can only be accomplished through:

- Proper employee attitude to create outstanding customer service
- · Excellent course conditioning and maintenance

The Steeple Chase Seasonal Laborers are to be divided into the following classifications and requirements for each:

- Class I Current Illinois State General Standards Public Operator License
 - · Current State of Illinois Driver's License
 - · Basic understanding and speaking of English
 - · Ability to operate all equipment
 - · Ability to lead a crew
- Class II · Current State of Illinois Driver's License
 - · Two (2) years' experience with golf course maintenance crew
 - · Ability to operate most golf course maintenance equipment
- Class III · Starting laborer; No experience required

All workers must be able to supply Immigration and Naturalization papers and any other necessary government forms.

508845_1

Memorandum

To: Margaret Resnick, Executive Director

From: Matt LaPorte, Superintendent of Recreation

RE: Park View Membership Rate Changes

Date: June 19, 2018

In order to make Park View Fitness Center more marketable and competitive within the fitness industry, I propose changes to the daily fee rates and a restructuring of the membership options. These changes would go into effect September 1, 2018.

Daily Fee

I propose to raise the drop in rates for the indoor pool and group exercise to match the current daily fee for the fitness center of \$10 for residents and \$13 for nonresidents. By doing so, the facility would have a standard, universal drop in rate of \$10/13, regardless of what the patron is using at the facility. The changes will simplify the rates for the drop in patron and allows the patron to receive better customer service through the simplified explanation of the daily fee. Additionally, it encourages patrons to have a true "day" pass by providing the "value" of being able to use multiple amenities within the facility during their visit. The downside to the rate change is that it increases the price significantly for pool only users from \$6 to \$10. Competition for an indoor pool in the area is limited as there is only one other option for daily drop in for an indoor pool, so the District is mainly competing with our self on daily admission price. This change may lead to more daily drop in pool users purchasing a membership.

Additionally, the daily fee for the group exercise user would also increase from \$7 to \$10. This increase would still have us priced below the private studio rates of \$20 and on par with other area park districts for their drop in. Similar competition like the YMCA does not offer a daily fee for drop in, and private clubs like Planet Fitness or Charter do not offer group exercise. The \$5 daily fee for the gym only option (mainly basketball) would stay the same since this is mostly high school students. In summation, these changes allow us to clean up our daily fee options by going from four different prices to two and making it easier for the customer to understand.

See graphs below for proposed vs current daily fees for Park View Fitness Center.

	Current Daily Drop In				
Drop in Type	Resident	Nonresident			
Fitness	10	13			
Pool	6	8			
Group x	7	7			
Track	10	13			
Gym (Weekday)	5	5			
Gym (Weekend)	5	10			

	Proposed Drop In				
Drop in Type	Resident	Nonresident			
Fitness	10	13			
Pool	10	13			
Group x	10	13			
Track	10	13			
Gym (Weekday)	5	5			
Gym (Weekend)	5	10			

Membership

The current membership structure has too many options and is often too confusing for the potential customer to understand. Currently, we offer options such as a premium fitness membership, a pool only, group exercise only or track only membership. We also have add on options for the pool and group exercise for the premium pass holders. This structure makes it hard to understand, let alone hard to market and promote to potential customers. I propose a simplified structure of \$31 per month with full access to the facility including track, pool, gym, fitness center and group exercise classes. Additional memberships (two or more) within the household would result in each membership being \$25 per month, for example a couple would pay \$50 total. Individual memberships for Military, Seniors and Teens would be offered at 10% off the \$31 rate. Each membership would require a one year commitment and the membership could be paid upfront or on a monthly draft.

Based on our current membership numbers, if we converted the existing pool only members and the group exercise only members into the new \$31 membership, and retained our current members, we would meet our budget in a normal year without needing additional members beyond what is needed to match our current attrition rate.

The proposed structure makes our membership simple, marketable and more competitive. The membership restructure adds "value" for the current member while being an attractive price for the future member, allowing us a better opportunity to compete against area competition. We can easily market the large number of amenities we have with a simple, attractive price. This structure also eliminates the non-resident rate which increases our chances of attracting non-residents from surrounding communities or those working in the area. Similarly, our competition does not provide a non-resident vs resident price either.

Individual fitness members are currently paying \$31 so there would be no negative change to them but instead they get the added value of the pool and group exercise - a \$12 value. Current members would have the option to get into this membership upon renewal and would not pay more than they are currently paying, they simply get more value. Members who join as couples will have their memberships increase by only \$1. The restructure eliminates the pool only and group exercise only membership option. In the new structure, group exercise only members would end up paying less and the pool only members would pay more. The group exercise only member would get more potential value by having access to the track, pool, fitness center and gym at a lower price. Their membership goes from \$35 to \$31. The downside to the restructure is for exisiting members who currently have a pool only membership option. These members would pay more, going from \$15 to \$31 per month. Similar to the daily rate, we are competing with our self for the indoor pool membership. In return these members would get more amenities within the facility. We also would continue to offer the track only memberships as an option. This option would stay the same price of \$50. To summarize, these changes allow us to go from four membership options, with two add on options; down to two membership options - fitness or track only. In total, these changes will clean up our membership options for the customer and allow us to compete better in the marketplace.

Proposed membership structure:

Proposed			
Membership Type	Monthly Membership		
Fitness	\$31		
Two or More Memberships	\$25 per person		
Pool	included		
Pool additional person	included		
Group X	included		
Track	Included or \$50 annual		
Kidz Centre	\$10 per child		

Current membership structure:

Includes fitness flo	or, track, gymna	sium
	Monthly R/NR	Annual (Pd in full) R/NR
Individual membership	\$31/36	\$339/393
Senior (Ages 62+)	\$24.80/28.80	\$ 271.20/314.40
Add'I family member (same household)	\$18/21	\$197/230
PREMIU	M ADD-ON	
Group Exercise unlimited	\$10/10	\$109/109
Indoor Pool (includes hot tub & sauna)	\$2/3	\$22/30
UNLIMITED GROUP	EXERCISE (A	GES 14+)
Includes all group exercise Excludes program		
	Monthly	Annual (Pd in full) R/NR
Individual	\$35	\$382
Senior (62+)	\$31.50	\$309
INDOOR PO	OL (AGES 14+)
Includes indoor lap į	oool, hot tub and	sauna
	Monthly R/NR	Annual (Pd in full) R/NR
Individual	\$15/18	\$164/197
Senior (Ages 62+)	\$ 12/14.40	\$131.20/157.60
Each additional pool	\$8/10	\$87/109
TRACK ON	LY (AGES 12+)	
	Annual (Pd in fu	ılı) R/NR
Individual	\$41/82	
Senior (Ages 62+)	\$32.80/65.60	
CHILD CAR	E (PER CHILD)
	Monthly	Annual (Pd in full)
Child Care (per child)	\$20	\$218

XLII. ADVERTISING

The Mundelein Park & Recreation District has developed a comprehensive advertising program to assist in generating additional revenue through advertisements in District publications and/or sponsorships at the various District events, programs and activities. The District adheres to the following rules and regulations:

- Advertising and sponsorship within Mundelein Park & Recreation District publications, facilities, and events are not intended as, and do not create, a public forum. Advertising and sponsorship opportunities are intended to positively promote and financially support the vision, mission, and values of the Mundelein Park & Recreation District.
- Advertising opportunities are extended to any local business, non-profit agency and
 government agency that have or wish to have a presence in Mundelein. Subject to the
 Mundelein Park & Recreation District 's terms for accepting advertising, contracts will be
 accepted on a first-come, first-serve basis.
- Advertising opportunities will not be extended to any organization whose mission or goal is in conflict with the Mundelein Park & Recreation District 's mission statement. The Mundelein Park & Recreation District values and promotes accessibility, excellence, optimal experience, unity through diversity, wholesomeness and accountability.
- The Mundelein Park & Recreation District reserves the right to refuse any advertising from
 organizations or companies that offer competing programs and/or facilities that are of a
 substantially similar nature as the programs and/or facilities provided by the District and,
 therefore, might be detrimental to the District and outweigh any revenue gained from the
 advertising.
- The Mundelein Park & Recreation District is a local government entity created by state
 authority and authorized by referendum for the purpose of acquiring, maintaining and
 operating parks and leisure activities. As such, the District does not support or endorse any
 political party, candidate, or viewpoint. Therefore, the Mundelein Park & Recreation District
 will not accept political advertising of any kind.
- Among the values of the Mundelein Park & Recreation District are the promotion of good
 health and fitness and the strengthening of families. Any advertisement promoting the sale
 or use of tobacco or other products that adversely affect good health and fitness, or which
 are unsuitable for viewing by minor children because of their explicit sexual depictions or
 content, use of language, or other similar reasons, will not be permitted by the District.
 Advertisements or sponsorships for the use or sale of alcoholic beverages shall be limited to
 District-sponsored activities, programs, or facilities, and shall not include material intended to
 promote underage or excessive consumption of alcoholic beverages.
- The Mundelein Park & Recreation District reserves the right to revise, reject or omit any ad at any
 time without notice. Any camera-ready advertising submitted that does not conform to the
 publication's mechanical requirements will be enlarged, reduced or floated at the discretion of the
 marketing department. The Mundelein Park & Recreation District shall not be responsible for
 damages if an advertisement fails to be published for any reason.
- The Mundelein Park & Recreation District reserves the right to determine and/or change the placement of ads without notice.
- Advertisers and advertising agencies are liable for all content of advertisements (including copy, representation, and illustrations) and shall indemnify and save harmless the Mundelein

- Park & Recreation District, without limitation against, for any and all claims made thereof against losses sustained by the Mundelein Park & Recreation District, its commissioners or employees.
- The advertiser and its agency, if there is one, each represent that they are fully authorized and licensed to use: 1) The names, portraits, and/or pictures of living persons; 2) Any copyrighted or trademarked materials; and, 3) Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any of the Mundelein Park & Recreation District Name publications, and that such advertisement is neither libelous or defamatory, an invasion of privacy, or otherwise unlawful to a third party. The advertiser and its agency each agree to indemnify and save harmless the Mundelein Park & Recreation District against all losses, liability, damage and/or expenses arising from the copying, printing, or publishing of any such advertisement.
- No conditions printed or otherwise, appearing on contracts, orders or copy instructions, which conflict with the Mundelein Park & Recreation District policies, will be binding on the Mundelein Park & Recreation District.
- The Mundelein Park & Recreation District shall not be responsible for any damages caused by acts of God, fires, strikes, accidents or other occurrences beyond the control of the publisher or the Mundelein Park & Recreation District.
- Any drawings, artwork and copy submitted for reproduction are accepted at the risk of the
 advertiser. Credit for errors shall be at the Mundelein Park & Recreation District 's sole
 discretion and is limited to first insertion and shall not exceed the cost of space in which
 errors occur. No allowance is granted for errors that do not materially affect the value of an
 advertisement.
- The Mundelein Park & Recreation District will not return any items submitted for advertising, unless agreed upon in writing prior to submission of such items.
- The Mundelein Park & Recreation District reserves the right to revise advertising rates.
 However, this will not affect existing signed and written advertising agreements. All advertising placed without a signed advertising agreement is subject to the rates that apply at the time of publication.



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Commercial Customer Acknowledgement Form

(Fixed Price)

I confirm that my sales representative explained that he or she is an employee of Constellation NewEnergy - Gas Division, LLC ("Constellation") and has provided me with the following information:

- 1. I am entering into a contract with Constellation and not with my utility. My utility will continue to deliver the gas, read my meter, send me one consolidated bill, and provide emergency services.
- 2. This contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by the utility and any additional taxes that may be imposed.
- 3. Constellation will supply natural gas at the fixed price per therm indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. This price will not change for the term of my contract.
- 4. I understand that my sales representative is an independent agent of Constellation and does not represent my utility.
- 5. I will continue to be supplied with natural gas for my business whether or not I sign this contract. If I choose to remain with my utility, the price will continue to be set subject to regulatory tariff provisions.
- 6. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form and the Terms and Conditions attached hereto are my complete agreement with Constellation, and the agent has no authority to change or add to that contract.

Questions? Contact us at (855) 465-1244

I	have	read	and	agree	to	this	Com	mercia	1 (Customer.	Ac	know	ed	lgement	Fo	rm.

Please Initial Here:	
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Commercial Natura	l Gas Supplie	r Enrol	llment Form
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Continercial Natural Gas Supplier Enformment Form
To: Constellation NewEnergy - Gas Division, LLC
I, Mundelein Park District Please print your name as it appears on your utility bill.
acknowledge that I am the account holder, a person legally authorized to execute a contract on behalf of the account holder. I understand that by signing this agreement, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment. I understand that gas purchased for this account by Constellation will be delivered through my utility's delivery system. Complete details on the terms of cancellation are outlined on the accompanying Term and Conditions.
Contact Name (If different from bill): Sarah Bannon
Service Address: (As it appears on your utility bill): 1401 N Midlothian
City: Mundelein State: IL Zip: 60060
Mailing Address (If different from above):
City: State: Zip:
Utility: Nicor Account Number: 0609765393-00008 Meter # * Required: Account Number is 10 digits. Please copy from your utility bill.
For multiple accounts, please attach a listing of all accounts and check here. 🖂
Phone: 847-388-5459 Email: Sbannon@MundeleinParks.org
Signature: Date: 6/8/18 I have read and agree to the Terms and Conditions. Please check here. ⊠ Your submission is subject to Constellation's final acceptance of enrollment.
I have carefully selected the following options:
The Primary Term of my agreement shall begin on the date set by my utility after my enrollment during the month of August 1 and shall continue for 48 months at a rate of \$ 0.3714 per therm . If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by my utility after my enrollment and shall continue for 48 months at rate of \$ 0.3714 per therm .
Constellation NewEnergy - Gas Division, LLC
By:
Questions? Contact us at (855) 465-1244 or home@constellation.com
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TERMS AND CONDITIONS

- 1. Constellation Services. I want Constellation NewEnergy Gas Division, LLC ("Constellation") to supply all the natural gas I need to heat my business and for other related uses. Constellation may cancel this Agreement if my usage of gas changes substantially. I am 18 years of age or older, and I am fully authorized to enter into this Agreement. These terms and conditions, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect my entire Agreement with Constellation ("Agreement") and supersede any oral or written agreements made in connection with this Agreement or my natural pas supply.
- 2. Local Utility Services. My utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past. The natural gas I buy from Constellation will be included in my utility monthly bill or in a separate bill from Constellation.
- 3. Term. My supply will begin on the day that my utility switches my account to Constellation and will continue for the term indicated in my Enrollment Form or Welcome Letter. This Agreement is subject to the eligibility requirements of my utility, and Constellation may choose not to accept this contract for any reason.
- 4. Rate. Each month I will pay my bill for my natural gas, which will be calculated by multiplying (i) the rate charged per therm of gas as indicated on my Enrollment form or Welcome Letter by (ii) the amount of gas used in the billing cycle plus (iii) any applicable fees associated with my rate plan plus (iv) applicable taxes, fees, and charges levied by the utility for distribution and other services. This rate may be higher or lower than the utility's rate in any given month. If I am receiving a separate bill from Constellation for my natural gas I will also pay a monthly customer service fee not to exceed \$5.95.
- 5. Administration Fee. A customer administration charge in the amount listed on my Enrollment Form or Welcome Letter will be added to the monthly bill for natural gas if applicable.
- 6. Renewal Notice; Notification of Changes. At least 30 days prior to the termination date, Constellation, in its discretion, may offer to renew my contract by mailing me written notification on the same or different conditions, in which case my contract shall automatically renew consistent with the conditions indicated in the notice unless I notify Constellation otherwise prior to the termination of my current Agreement with Constellation.
- 7. Termination. My Agreement with Constellation may be cancelled as follows:
 - If I am a commercial customer who consumes more than 5,000 therms annually, the cost recovery fee will be the greater of \$150 or the amount of gas. I failed to consume during the remainder of my fixed term, calculated on the basis of prior usage, multiplied by the excess, if any, of my Fixed Rate over the rate at which Constellation can sell such gas at the time of my termination. The cost recovery fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf.
 - If the Illinois Commerce Commission ("ICC") or my utility decides to end or change the program under which I buy gas, Constellation may cancel this contract upon 30 days advance written notice.
 - If I fail to pay my natural gas bill in a timely manner my utility may terminate my eligibility for the Select Program and Constellation may terminate this Agreement.
 - If I move to a location outside the state of Illinois, or to a location without a transportation service program, or to a location where I do not require gas service, I may cancel this Agreement without penalty.
- 8. Bill Payment. Constellation may bill me directly and separately from the utility. If I do not pay my bill on time, I will be subject to a late payment fee in the amount of 1.5% per month, and collection costs incurred due to my late payment or nonpayment. All returned checks will be subject to the maximum fee allowed by law. If I fail to pay my bill, Constellation may cancel our Agreement by providing me with 15 days written notice.
- 9. **Dispute Resolution**. Constellation will refer all complaints to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor by calling (855) 465-1244, who will respond to me promptly. If my questions are not resolved after I have called Constellation, I may call the ICC toll free at (800) 524-0795 or TTY at (800) 858-9277, from 8:30 A.M. to 5:00 P.M. weekdays, visit the ICC website at www.icc.illinois.gov or as otherwise specified by the commission. I may also call the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB.
- 10. Emergency. IF I SMELL GAS I SHOULD IMMEDIATELY CALL MY UTILITY AT: NICOR AT (888) 642-6748; PEOPLES AT (866) 556-6001; OR NORTH SHORE AT (866) 556-6004.
- 11. Limitations of Liability; Jury Trial and Class Action Waiver. CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. Force Majeure. Constellation will not be responsible for supplying natural gas to me in the event of circumstances beyond its control such as events of Force Majeure as defined by the utility or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God. If there is a change in any

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law, rule or pricing structure which results in Constellation's being prevented, prohibited or frustrated from carrying out the terms of our Agreement, Constellation may cancel it.

- 13. Insolvency. I acknowledge that this Agreement is a forward contract that you may terminate or liquidate in the event of my insolvency, bankruptcy, or reorganization for the benefit of creditors. In the case of termination or liquidation I will owe you the amount equal to the Cost of Cover as calculated above.
- 14. Information Release Authorization. Throughout the term, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Agreement is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the Agreement in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.
- 15. Miscellaneous. I understand that there may be delays before Constellation switches my account and that Constellation may choose not to accept this contract for any reason whatsoever. Unless otherwise stated herein, any changes to our Agreement must be made in writing. I authorize Constellation to perform a credit check on me through the utility or by using outside sources. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Agreement, which must be provided within 30 days of such request. Customer may not assign this Agreement without Constellation's prior written consent. Constellation may assign this contract to another supplier authorized by the utility provided that Constellation gives me 30 days written notice, and the assignee assumes all of Constellation's responsibilities and duties under this contract. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For purposes of accounting both parties accept the quantity, quality, and measurement determined by the utility. Except as provided by law, all taxes due and payable with respect to my obligations under this Agreement shall be paid by me.

Company Name	Account#	Address
Mundelein Park District	0614684740-00003	888 Dunbar Rd Mundelein IL 60060
	0609765393-00008	601 Noel Dr Building Musuem Mundelein IL 60060
	0609765393-00006	1200 Regent Dr Region Center Mundelein IL 60060
	0609765393-00005	1401 N Midlothian Rd Mundelein IL 60060
	0609765393-00004	1016 Diamond Lake Rd Mundelein IL 60060
	0609765393-00003	1501 Midlothian Rd Mundelein IL 60060
	0609765393-00002	100 N Seymour Ave Mundelein IL 60060
	0609765393-00001	1541 N Midlothian Rd Mundelein IL 60060
	0608049393-00001	1485 N Midlothian Rd Mundelein IL 60060

ORDINANCE NO. 18-06-02

AN ORDIANCE ADOPTING TREE PRESERVATION FOR MUNDELEIN PARK DISTRICT, LAKE COUNTY, ILLINOIS

1. STATEMENT OF PURPOSE

The purpose of this Ordinance is to preserve, protect and enhance critical infrastructure – the urban forest that is located on public land. The complete urban forest is comprised of trees across all land uses and ownership. This Ordinance regulates Mundelein Park and Recreation District (MPRD) managed trees, but recognizes that trees on private property are part of the collective community resource.

The purpose of this Ordinance is to recognize the services and function that trees provide as a collective asset to the entire community and to state the goals of MPRD with respect to the protection, preservation, care and planting of trees on MPRD Property.

Specific goals of this Ordinance are to:

- A. Protect, preserve and enhance the quality of life and general welfare of MPRD, its residents, and guests; and conserve and enhance MPRD's, physical and aesthetic environment.
- B. Preserve, protect and enhance the urban forest to ensure that trees are properly planted and maintained within MPRD so that trees can protect, enhance and preserve the quality of life for people utilizing MPRD park and recreational opportunities.
- C. Recognize that trees are an integral part of the infrastructure of MPRD and as such should be preserved, protected and cared for as other critical infrastructure.
 - a. Trees absorb pollution from the air;
 - b. Trees absorb and sequester carbon dioxide;
 - c. Trees absorb and filter pollution from storm water run-off;
 - d. Trees produce oxygen;
 - e. Trees reduce flooding;
 - f. Trees stabilize soils and reduce erosion;
 - g. Trees cool the surrounding area helping to reduce impacts due to heat islands;
 - h. Trees reduce energy consumption by shielding structures from harsh winds and sun;

- i. Trees provide a buffer and screen against noise, light and pollution;
- j. Trees improve property values;
- k. Trees improve commercial district buyer traffic;
- 1. Areas with trees have lower crime rates;
- m. Areas with trees have higher levels of community interaction;
- n. Trees provide important habitat for birds and other wildlife; and
- o. Trees protect and enhance our quality of life.
- D. Recognize that trees provide MPRD collective benefits that extend beyond property boundaries throughout MPRD.
- E. Recognize that larger trees provide larger benefits. When a large tree is removed and replaced with a smaller tree the benefits and services are reduced.
- F. Recognize that some trees may have a condition that constitutes a threat, danger or nuisance to the public or property within MPRD or may be dangerous to the health of other trees and vegetation in MPRD.

2. Definitions

- A. **Dedication trees** are herein defined as trees that are planted or existing trees that are designated as part of the MPRD dedication tree program.
- B. Diameter at Breast Height (DBH) is herein defined as the measurement of a tree's diameter taken at a standard fifty four inches (54") off the ground.
- C. **Dripline** is herein defined as a vertical line extended from the surface of the ground up to the outermost extent of the tree canopy.
- D. Excavation is herein defined as any act by which organic matter, earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, and shall include the conditions resulting therefrom.
- E. **Final Grade** is herein defined as the vertical (elevation) of the ground or pavement surface after grading work is completed in accordance with the site development plan.
- F. **Grading** is herein defined as any excavation or fill or any combination thereof and shall include the conditions resulting from any excavation or fill.

- G. **Grouping of trees** is herein defined as six (6) or more trees, each of which possesses a DBH of at least four (4) inches and which together form an interrelated canopy as determined by the Superintendent of Building and Grounds or designee.
- H. **Invasive trees** are herein defined as all trees, shrubs, bushes and all other woody vegetation that are included on the Illinois Department of Natural Resources Invasive Plant List.
- I. **Nuisance tree** is herein defined as a tree that has already died, is in a state of irrevocable decline, has the capacity to damage a person or thing or is an invasive species.
- J. Park trees are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names and all areas owned by MPRD, or to which the public has free access to as a park.
- K. **Premier location** is herein defined as any tree planting location that has been individually designated by MPRD to be notable by virtue of its outstanding location and/or visibility.
- L. Replacement tree is herein defined as a tree that is planted as a whole or part of the replacement of any non-invasive tree that was removed, for any reason.
- M. Specimen tree is herein defined as any *tree* that has been individually designated by MPRD to be notable by virtue of its outstanding size and quality for its particular species.
- N. Street trees are herein defined as trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within MPRD.
- O. **Tree replacement plan** is herein defined as the written plan that outlines trees planted as *replacement* for a *tree* that has been cut, removed or damaged, or condition of construction or other District approved building / landscape plan.
- 3. Scope of preservation, planting and management
- A. The scope of preservation, planting and management is limited to property owned by MPRD.
- 4. Educating private property owners about tree preservation, planting and management.
- A. A critical element of any tree preservation ordinance is educating private property owners on the value of tree preservation, planting and management, the importance of fiscal support for proper resource management and the necessity of educating current and future generations about tree preservation.
- B. Private property owners will be educated about these issues through outreach by MPRD staff at the time of interaction regarding the concerns of private property owners as they arise and

MPRD is contacted, through outreach at MPRD events (i.e. Earth Day event, Arbor Day event) and any other times and methods MPRD deems appropriate.

5. Preservation

- A. MPRD shall contract with a certified arborist, when necessary, to provide direction and oversight of urban forestry practices within MPRD for the proper care and management of the urban forest. Direction from a certified arborist would be necessary when tree work includes going beyond general maintenance, pruning, planting or hazard tree removal; such as when conducting a tree inventory or risk evaluation.
- B. MPRD shall have completed by the Fall of 2018, a complete urban forest inventory and report summarizing the findings.
- C. Within two years of the completion of the urban forest inventory, MPRD shall develop and implement an urban forest management plan based on the findings. This plan shall include clear direction for the protection, preservation and planting of the urban forest and shall be based on the U.S. Forest Service Sustainable Urban Forest Guide (http://www.itreetools.org/resources/content/Sustainable_Urban_Forest_Guide_14Nov20_16.pdf)
- D. Legacy and Dedication trees are provided special protection by MPRD. Legacy trees are those that are 18" DBH or larger located on District property. Dedication trees are those planted as part of the District's Tree Dedication Program.
- E. All tree plantings, selection and management shall be in compliance with MPRD's Urban Forest Management Plan, when available.
- F. It is recognized that diverse species of urban trees throughout MPRD is critical to the health of the forest structure and protects MPRD from catastrophic loss. All tree planting shall comply with diversity requirements of not more than 5% of any one species, 10% of any one genus or 15% of any one family.

6. Planting

- A. MPRD shall plant and maintain a healthy diverse urban forest to improve the natural resources and quality of life for the residents living within the MPRD
- B. Planting will follow guidelines and specifications outlined by the International Society of Arboriculture (ISA) and ANSI A300 best management practices.
- C. MPRD shall plant diverse species with the ratio of not more than 15% of any one family, 10% of any one genus or 5% of any one species. Diverse species composition protects MPRD from catastrophic loss.

- D. It shall be unlawful to plant any tree or shrub on MPRD property without the express written permission of the Executive Director or the Superintendent of Buildings and Grounds.
- E. It shall be unlawful to plant any tree under overhead utility lines that is anticipated to grow to a height that would interfere with the lines.
- F. Tree selection shall be consistent with the current ANSI Z60 standards for location, type and size based on the environmental parameters of the site.
- G. MPRD will strive to maintain diversity of tree age classes for a healthy urban forest.

7. Tree Purchasing

- A. Trees purchased by MPRD shall be of a quality consistent with the most current American Standards for Nursery Stock as approved by the most current American National Standards Institute.
- B. A Contract Growing Program shall be considered.
- C. Private property owners shall be educated about tree purchasing issues through outreach by MPRD staff at the time of interaction regarding the concerns of private property owners as they arise and MPRD is contacted, through outreach at MPRD events (i.e. Earth Day event, Arbor Day event) and any other times and methods the MPRD deems appropriate.
- 8. Skill requirements for professionals who manage the public urban forest

Preferred Education and Experience: In order to ensure the knowledge base for the position, A. Bachelor's degree in Forestry, Horticulture or related field, with a minimum of two years (24 consecutive months) of demonstrated experience in providing relevant urban tree care (e.g. pruning, planting, tree health-care, tree removal, etc.) and; Within the first six (6) months of employment is required to obtain: B. Illinois Pesticide Applicator's License with Right of Way and Ornamentals endorsements C. Valid Illinois Commercial Driver's License (Class B CDL). Desired certifications over time: the person may be asked to obtain the following certifications: A. Certified Arborist B. Certified Prescribed Burn Manager. Other duties as assigned and as described in the Grounds Maintenance Supervisor job description.

9. Educating private property owners about professional qualifications

Private property owners shall be educated about professional qualifications through outreach by MPRD staff at the time of interaction regarding the concerns of private property owners as they arise and MPRD is contacted, through outreach at MPRD events (i.e. Earth Day event, Arbor Day event) and any other times and methods MPRD deems appropriate.

10. Tree Management

An urban forestry management plan is a critical document for the care and preservation of one of the community's most valuable assets. This plan will define the needs and provide recommendations for the care and planting of trees throughout the community. It is recommended that the Sustainable Urban Forest Guide, produced by the U.S. Forest Service, serve as a guide for development of the MPRD urban forestry management plan. (See U.S. Forest Service Sustainable Urban Forest Guide)

- A. Until an urban forestry management plan is in place, MPRD shall provide a standard of care, in compliance with ISA and ANSI A300 practices, where possible, for all MPRD owned trees to enable these trees to live to maturity and provide maximum benefits. This would include but not be limited to:
 - a. At a minimum, have an established watering program for implementation during periods when natural rain fall is not adequate to meet the needs of newly planted trees. Newly planted trees are any trees planted within the past five years.
 - b. Newly planted trees shall have a mulch ring three feet (3') in diameter with trunk of tree centered. Mulch shall be maintained to a depth of three inches (3").
 - c. Have an established pruning program that places all MPRD trees on a 5 year pruning cycle. Pruning should be completed under the direction of the Grounds Maintenance Supervisor. Care should be taken to follow best management practices including, but not limited to good sanitation practices to reduce spread of infectious conditions and restriction of pruning based on species needs, e.g. species that should only be pruned when dormant.
 - d. When pruning occurs, trees should be reassessed for size and rated for health and hazard potential. Changes should be updated in the Urban Forest Inventory. When hazardous conditions exist, further maintenance or removal should be conducted as soon as feasible.
 - e. When a change in the tree inventory of the MPRD occurs for any reason, the tree inventory document shall be updated by the MPRD Superintendent of Buildings and Grounds or Grounds Maintenance Supervisor.
 - f. Trees shall be protected from mechanical damage by following ISA best management practices regarding mowing, trimming or other forms of equipment operation nearby.

11. Statement of Value and Services of the Urban Forest as Infrastructure

A. Trees provide actual, measurable value that requires maintenance and management.

12. Tree Protection

This section applies to any work being conducted which may impact MPRD managed trees.

- A. Unless otherwise authorized by this Section, it shall be unlawful for any person to remove, injure or undertake any procedure which will cause death, substantial damage, or create a hazard, to any MPRD tree.
- B. In the event of any site improvement which may impact MPRD trees, a Tree Preservation Plan is required, must be approved, and implemented prior to the start of any work or delivery of any materials to the Building Activity Area. The approved Tree Preservation Plan shall be available through the Superintendent of Buildings and Grounds throughout the entire construction period until final approvals for all site work shall be received in writing. Resources regarding a Tree Preservation Plan are available through the Illinois Department of Natural Resources (IDNR).
- C. In instances where construction or site work that requires heavy equipment that may impact trees on public or private property, all appropriate tree protection measures must be identified in the Tree Preservation Plan and taken during the course of the work.
 - a. Protective fencing is required for protection of any tree to be preserved in place. Fencing shall be installed at a minimum distance of one-foot for every inch DBH of the tree, from the trunk of the tree. In the instances of tree pits, fencing shall be located at the edge of the pavement.
 - b. All protective fencing shall be in place before any construction or material delivery is to take place. All protective fencing shall remain in place until final approval of all site condition is given.
 - c. No equipment or materials shall be parked, driven or stored within the protective fencing area or on the root zone of any tree.
 - d. For projects requiring the use of heavy equipment, protective tree fencing shall be required. Fencing shall not be removed or relocated except by directions of the Superintendent of Buildings and Grounds or designee.
 - e. No tree shall be impacted within the protective fencing area, including the tree canopy.
 - f. Tree trimming as part of any project shall be with the consent and under the direction of the Superintendent of Buildings and Grounds or his or her designee.

g. All measures shall be taken to maintain the health of trees which are transported to the replacement site and shall meet or exceed the requirements of the most current ANSI standards.

13. Educating private property owners about tree protection

Private property owners shall be educated about tree protection through outreach by MPRD staff at the time of interaction regarding the concerns of private property owners as they arise and MPRD is contacted., through outreach at MPRD events (i.e. Earth Day event, Arbor Day event) and any other times and methods the MPRD deems appropriate.

14. Legacy and Dedication Tree Preservation

- A. A Legacy Tree is a tree provided special designation by MPRD. The criteria for designation is provided in the definitions attached to this section.
- B. Removal of a Legacy Tree or Dedication Tree requires explicit written or verbal permission from the Superintendent of Buildings and Grounds or Grounds Maintenance Supervisor. This should be a last resort and only pursued when risk to public health or property exists.
- C. Construction, development and/or any grading adjacent to a Legacy or Dedication Tree requires a Tree Preservation Plan.

15. Tree Removal

Tree removals are considered an impact to the entire MPRD. It is clearly documented that larger trees provide larger benefits. It is recognized that the planting of smaller trees to replace the value of larger trees that are lost will take tens of years and for this reason efforts should be made to preserve and protect trees where they are growing. The Superintendent of Buildings and Grounds is responsible for the care of all MPRD trees. MPRD trees are planted, managed and removed by MPRD or its contractors in most instances.

- A. It shall be unlawful for any individual to remove or cause damage to any tree located on MPRD property without permission from the Superintendent of Buildings and Grounds or Grounds Maintenance Supervisor.
- B. A nuisance tree is a tree that has already died, is in a state of irrevocable decline, has the capacity to damage a person or thing or is an invasive species. In the event of an emergency, and access to MPRD is not possible, a nuisance tree may be removed without permission, however, the individual removing the tree shall take photographs and memorialize the nuisance situation prior to removal and shall follow up with MPRD the following business day.

C. Removal of invasive woody plants such as buckthorn and honeysuckle are encouraged. These invasive plants can quickly colonize an area reducing the health and vitality of non-invasive plants. (A list of invasive woody plants is provided in Appendix A)

16. Tree Topping

- A. Tree Topping shall be defined herein aswhen the vertical stem (leader) and upper primary limbs on a mature tree are cut back to stubs at a uniform height.
- B. The negative impacts of tree topping are well documented and it is accepted industry standard that tree topping should not take place.
- C. It shall be unlawful to top any MPRD tree for any reason.
- D. The penalty for tree topping of any MPRD tree for any reason shall be removal of the topped tree entirely at the expense of the person or persons responsible for the tree topping by a contractor of MPRD;s choosing. Replacement of the tree with a minimum 4" tree of like or similar Family, Genus and Species shall be entirely at the expense of the person or persons responsible for the tree topping. This tree shall be planted by a contractor of the MPRD's choosing and purchased from a nursery of MPRD's choosing.

17. Tree Replacement

- A. It is required that replacement species come from the Preferred Species List. (Appendix B) This list is available through MPRD's Superintendent of Buildings and Grounds.
- B. Every effort shall be made to replace nuisance trees or other trees removed to protect public safety or property.
- C. Any tree species removed, 8" DBH or greater, which is not identified on the invasive species list, but is identified on the Preferred Species List, is required for replacement by this section. Replacement trees shall be located appropriately as confirmed by the Grounds Maintenance Supervisor and in compliance with planting guidelines established above.
- D. When tree removal is required, at minimum one tree will replace every three trees taken.
- E. When a tree removal is required as a result of any project, tree replacement shall occur within the landscape season. In the event of weather conditions or species specific needs, which prohibit proper replacement of a tree, MPRD may replace trees in next landscaping season.

- F. All tree replacement plantings shall require an underground utility location (J.U.L.I.E.) prior to planting.
- G. It shall be encouraged that species identified on the invasive species list be removed. There is no replacement requirement for these removals.

18. Nuisance Trees

A tree which is determined to be a nuisance tree is one which is dead or declining and has the potential to damage other trees, people or structures. These trees may be located on public or private property.

- A. It shall be the duty of MPRD to remove any trees on MPRD property which pose a risk.
- B. Infected, Infested Trees Due to a Pest or Pathogen Are Defined as a Nuisance
 - a. Any tree which is in a state of irreparable or untreatable decline due to heavy infestation or disease is included in the definition of a nuisance. Infested or infected trees, which are identified by Federal or State Departments of Agriculture to be in quarantine or can potentially infect or infest other trees are defined as a nuisance. This would include but not be limited to Ash (Fraxinus) trees infested with emerald ash borer which are not being treated or whose treatment is ineffectual, or Elm trees (Ulmus) infected with Dutch elm disease. A Certified Arborist shall be consulted if the state of the tree is in question
 - i. MPRD shall enforce State and Federal regulations governing quarantine zone boundaries, and regulated articles.
 - ii. For the purposes of this Section, "Regulated Articles" are hereby defined as any insects at any living state of development, any quarantined materials such as wood products including, but not limited to chips, limbs, lumber, firewood or any other product or means of conveyance which may be determined by Federal or State departments of agriculture to pose a risk of spread of any infestation or infection.
 - iii. It shall be illegal to move out of established quarantine zone(s) regulated articles unless those articles have met all requirements of the local, Federal and State regulatory agencies.
 - iv. It shall be illegal for any person or entity to transfer from a quarantine zone into a non-quarantine zone, including MPRD, any regulated articles.

- v. Any person or entity found to be in violation of any local, State or Federal regulations related to tree infestations or infections shall be prosecuted to the full extent of the law.
- vi. All contractors working within and near any quarantine zone(s) are required to comply with the quarantine regulations and supply records that may be required for inspection to MPRD, County, State or Federal agencies upon request.
- b. Trees in Decline or Dead Are Defined as a Nuisance
 - i. Any tree or part which is dead which could potentially fall on a person or structure is defined as a nuisance.

19. Invasive Species Control

A. Invasive Woody Plants

Invasive plants cause ecological disruption to natural ecosystems. The type of impact varies based on the species and the traits of that species. The Woody Invasive Species List, attached to this Section identifies species which shall not be planted and which should be removed and controlled to reduce impacts to other vegetation.

- 1. Typical impacts include:
 - a. Chemical disturbance to the soil limiting development of other species;
 - b. Dense plant growth limiting light to the soil surface resulting in exposed soil allowing erosion
- 2. Displacement of naturally occurring species resulting in a monoculture of invasive species and aggressive tendencies
- 20. Educating private property owners about invasive plants, pests and pathogens.

Private property owners shall be educated about invasive plants, pests and pathogens through outreach by MPRD staff at the time of interaction regarding the concerns of private property owners as they arise and the MPRD is contacted., through outreach at MPRD events (i.e. Earth Day event, Arbor Day event) and any other times and methods MPRD deems appropriate. Information shall include replacement options following invasive species removal.

21. Exceptions

If because of emergency weather or other casualty conditions a tree is endangering health, safety or property and requires immediate removal, verbal authorization may be given by MPRD for the tree removal. When it is not possible or feasible to contact MPRD prior to emergency tree removal, notification shall be given as soon as possible following removal.

22. Enforcement, variance and civil remedies MPRD works closely with Village of Mundelein Police and other local Code Enforcement officials to uphold the standards set forth in this ordinance.

SECRETARY	
ATTEST:	
ATTEGT.	TRESIDENT
	PRESIDENT
ABSENT:	
NAYS:	
AYES:	
PASSED THIS 25 th DAY OF JUNE, 2018	
23. This Ordinance shall be in full force and effect publication as provided by law.	from after its passage, approval and

Mundelein Park & Recreation District 2018 Project Update

Topic	Progress
Holcomb Park	Awarded contract to remove structures 1/2018 demo completed February 2018 Resident Meeting
1997	4/9/18fill completed May 2018 met with architect 6/4/18, finalizing layout & selecting equipment
Ice Rink	Met with architect 3/15/18 – meeting 5/25/18 with architect – present design to Board 6/11/18
Driving Range	Met with architect 2/28/18 core samples taken March scope of project defined April met with
	architect 5/30/18 – set up meeting with Village week of 7/9 to review plans – present designs to Board 8/13/18
Dunbar Name	Request letter sent 5/14/18 - followed up 6/1/18, Gayle Costello moved to California - left vm for Steve
	Waits in Marketing Dept resent letter to Amber in Marketing 6/5/2018 – Amber reached out 6/19
	saying they are still reviewing
Physical Therapy Partner	Contacted eight potential partners 1/2018 – notice from five they are not interested met with one
	firm twice in February, a second firm also in February — continue to discuss options with one firm that
	has expressed interest – 6/5/18 phone conference with PT firms real estate department, they shared
	build out requirements, we are securing quote – PT firm visited again 6/20, build out of teen room too
	expensive, considering Rec Connect
Shady Lane Property	Met with architect 8/2017 received concept designs 9/2017 met with engineers 10/2017 updated
	plan and cost estimates expected by 6/8/18 — grant application being written when available — held
	Public Hearing 6/5 & 6/24
Software Implementation	Contract awarded 12/2017 – server re-built for software 5/2018 – software install scheduled for 7/3/18
Refresh Park District Logo	Task Force met 3/2018 and 6/19/18
Develop Park District Intranet	Task Force met 3/5/18 to determine intentions – met 4/27/18 to determine outline (structure) – met
	6/5/18 to select contents, will share with web designer





MEMORANDUM

To:

Chief Eric Guenther

Cc:

Deputy Chief Monahan

Deputy Chief Hansen

From: Sergeant Paul Dempsey

Date:

Friday, June 15, 2018

Re:

Park District Report -May 2018

There were seventeen (17) calls for service in the area parks during the reporting period, which is consistent with park district activity during this time of year. The majority of the calls were minor in nature and included battery, animal bite, animal complaint, disturbance, domestic in progress, disorderly conduct, found property, property damage accident, and four criminal damage to property, field interview, and suspicious persons/circumstances/vehicles.

There were a total of 41 park checks initiated by the patrol officers during this month. Maurice NoII Park had three criminal damage to property complaints, which contained the same graffiti. The numbers of calls and checks were consistent with the weather and an increase in use of the parks.

The following gives more detail about several of the calls during the reporting period:

- On 05/05/18, Officer Witt observed an occupied vehicle at Lewandowski Park while conducting a park check. While speaking with the driver Officer Witt observed drug paraphernalia in plain view. The driver was eventually arrested and charged with possession of controlled substance, possession of cannabis and possession of drug paraphernalia.
- On 05/07/18, Officer Hall responded to Hanrahan Park for a criminal damage to property report. Gang graffiti was spray painted on the basketball court. No offender information. Extra patrol requested.
- On 05/08/18, Officer Hernandez responded to Memorial Park for a disorderly conduct complaint. It was reported two juveniles were physically fighting and left the area. Officers were unable to locate the subjects. No arrest made.
- On 05/13/18, Officer Callaghan responded to the Skate Park for a stray dog complaint. The dog was transported to the police department and later picked up by its owner.
- On 05/14/18, CSO Catinella responded to Mundelein Park District for a found bicycle report. The bicycle cleared LEADS and was placed into evidence.
- On 05/16/18, CSO Peterson responded to the Regent Center for an animal bite complaint. Complainant was walking her dog when one of her neighbors' dog bit her dog. Lake County Animal Control was notified.

- On 05/17/18, Officer McCourt responded to Kracklauer Park for report of two subjects in the park after hours. Officer McCourt made contact with two juveniles and both subjects were issued AHO citations for possession of cannabis, drug paraphernalia and being in the park after closing.
- On 05/19/18, Officer Witt responded to Maurice Noll Park for a criminal damage to property report.
 Graffiti was located on the bike path by the bridge. No offender information. Extra patrol requested.
 SOU Unit assisting with the investigation.
- On 05/20/18, Officer Logarta responded to the Mundelein Department for a delayed suspicious circumstance complaint that occurred at Scott Brown Park. An unknown adult male subject and juvenile asked two juveniles to play tag. The four of them played tag and then the two juveniles left the area. The adult male subject did not make contact with the juveniles or make any inappropriate comments. The juveniles' parents wanted the incident documented.
- On 05/20/18, Commander Duhamel made a traffic stop in the parking lot at the Skate Park. The driver was cited for not having a valid driver's license.
- On 05/22/18, Officer Schmidt responded to Community Park for a disturbance complaint. Complainant told an older male subject his dog needed to be on a leash and the male subject became angry and began swearing at the complainant. Officers checked the area and could not locate the male subject.
- On 05/25/18, Officer Reyes responded to Kracklauer Park for an animal complaint. Complainant wanted it documented that when her 7 year old son ran past a dog, the dog reached out and grabbed her son with its mouth. Her son was not bit by the dog, just grabbed his clothing. The dog was on a leash and being walked by its owner.
- On 05/26/18, Officer Stadler responded to Memorial Park for a domestic in progress complaint. Officers made contact with six subjects who were just hanging out. The domestic complaint was unfounded.
- On 05/27/18, Officer Hernandez responded to Barefoot Bay Water Park for a battery complaint. Male subject battered another male subject in the face over a parking space. Male subject was placed under arrest and charged with battery.
- On 05/27/18, Officer Hurley responded to Maurice Noll Park for a criminal damage to property report.
 Graffiti was located on the bike path by the power lines. No offender information. Extra patrol requested. SOU Unit assisting with the investigation.
- On 05/28/18, Officer Callaghan responded to Maurice Noll Park for a criminal damage to property report. Graffiti was located on the bike path by the tennis courts. No offender information. Extra patrol requested. SOU Unit assisting with the investigation.
- On 05/30/18, Officer Callas responded to Diamond Lake Boat Launch/Rec Center for a property damage accident. The truck driver dumped a load of sand just off the roadway and when moved his truck he accidentally struck the overhead ComEd power line.

Officers will continue to perform walk-throughs at Park View for community building efforts, especially during open gym hours. In addition, they will continue to perform park checks at the various parks.

I have attached a copy of the May 2018 Park District reports for your review.

Please contact me if you have any questions.