



**BOARD OF DIRECTORS MEETING  
MARCH 16, 2024**

**9:00 A.M. – ACL CLUBHOUSE, 14A157 CANYON CLUB DR, APPLE RIVER, IL 61001**

**AGENDA**

- 1.0 CALL TO ORDER – 8:00 A.M.
- 2.0 EXECUTIVE SESSION – 8:00 A.M
- 3.0 RETURN TO OPEN SESSION – 9:00 A.M.
- 4.0 PLEDGE OF ALLEGIANCE
- 5.0 APPROVE/ADOPT MINUTES FROM THE FEBRUARY 17, 2024, BOARD MEETING
- 6.0 TREASURER’S REPORT
- 7.0 COMMITTEE/COMMISSION REPORTS
- 8.0 GENERAL MANAGER’S REPORT
- 9.0 PRESIDENT’S REPORT
- 10.0 ANY ADDITIONS TO THE AGENDA
- 11.0 CONSENT AGENDA
  - 11.1 COMMITTEE/COMMISSION CHANGES
- 12.0 UNFINISHED BUSINESS
  - 12.1 EMPLOYEE HANDBOOK LANGUAGE CHANGES – 2<sup>nd</sup> Reading
- 13.0 NEW BUSINESS
  - 13.1 EVENT SEATING
  - 13.2 FOOD TRUCK VENDOR
  - 13.3 MARINA BAY PRAIRIE
  - 13.4 ACL DAM HILLSIDE PRAIRIE
  - 13.5 OAK/HICKORY SAVANA
  - 13.6 GARDEN CLUB OF ACL CHILDREN’S GARDEN
  - 13.7 CONSERVATION EDUCATIONAL SIGNS
  - 13.8 MEMORIAL PAVILION LANDSCAPING
  - 13.9 BALLOT NAME DRAWING
- 14.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 15.0 ADJOURN

PLEASE CALL THE ASSOCIATION OFFICE IF YOU ARE UNABLE TO ATTEND.

Mike Harris, Interim General Manager, ACLPOA

**Apple Canyon Lake Property Owners Association  
Board of Directors Meeting Minutes  
February 17, 2024**

**UNAPPROVED**

- 1.0 Call to Order:** Meeting called to order at 8:01 AM by President Nolan Mullen. Directors present: Nolan Mullen, John Anderson (via Zoom), Bill Becker, Bob Ballenger, Carmel Cottrell, Brian Holt, Debra McNamee (via Zoom), and Laura Pratt. Mark Kosco was absent. Interim GM Mike Harris and Mike Yorke, HR were also present.
- 2.0 Executive Session:** At 8:01 AM Bob Ballenger motioned to go into Executive session, seconded by Carmel Cottrell. Motion carried.
- 3.0 Return to Open Session** – Motion to return to open session made by Carmel Cottrell at 9:06 AM. Seconded by Bill Becker, motion carried unanimously.
- 4.0 Pledge of Allegiance** – after the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Nolan Mullen, John Anderson (via Zoom), Bill Becker, Bob Ballenger, Carmel Cottrell, Brian Holt, Debra McNamee (via Zoom), and Laura Pratt. Mark Kosco was absent. Interim General Manager Mike Harris was also present.
- 5.0 Approve/Adopt Minutes from the January 20, 2024, Board Meeting** - Laura Pratt motioned “to approve the minutes from the January 20, 2024 Board Meeting.” Seconded by Bill Becker, motion carried unanimously.
- 6.0 Treasurer’s Report** – Steve Borst is working with Heather, Ashley and Honkamp on the 2023 financials. Reconciling account by account and getting close to having the traditional treasurer’s report like we are used to. Steve will send an email out to the Directors with the data.
- 7.0 Committee/Commission Reports**
- Employee Handbook** – Jody Ware reported they worked closely with Steve Borst, Mike Yorke and Mike Harris on these changes presented to the board today. Fair and impartial for all employees and follows the new Senate bill law initiated to begin January 2024. Will be meeting regularly to continue working – 6.3 holidays and holiday pay; 6.1 requesting leave; 6.8 bereavement leave; 2.5 attendance, inclement weather.
- Conservation** – Paula Wiener reported they met with AECC to go over the Greenway Stewardship program. Thank you to Tyler who made sure the changes have been implemented in the new documents. Mark Kosco has taken on the responsibility to figure out how to mesh the Greenway Stewardship Program with Rules and Regulations. We want to get the program moving again as soon as possible. Joe Rush will be with us at the April meeting to give us a report on the fish shocking and give us recommendations on what to purchase and stock.
- Maintenance** – Carmel Cottrell – Received information on a new compactor, now up to \$50K. Also got a bid for a cardboard baler for \$23K.
- Memorial Pavilion** – Carmel Cottrell – The pavilion is standing; made our second payment to Thistle, will finish the project in the spring. Applied again, for a grant from the Foundation.
- Spillway** - Laura Pratt reported they have bids out – six contractors that have expressed interest in the spillway project. Bids will be reviewed in March. We hope to have a bid ready for Board approval in April.
- 8.0 General Manager’s Report** – Mike Harris – The Cove lease has been signed. Michelle Magee and Rob Chambers from Stockton will be running the Cove for the next two years. The Association bought into NorthStar years ago – training going on now that the staff didn’t get at the beginning. The Cove inventory – all assets have been inventoried and completed yesterday. McCloud Aquatics contract is expected next week, will be doing the zebra mussels and weeds on the lake this year.

Thistle Group – new pricing for the old fire house – \$8,700 cheaper than bid in September 2022.  
Handrail outside the club house will get started hopefully this morning.

**9.0 President's Report** – President's Report will be in *The Apple Core*.

**10.0 Any Additions to the Agenda** – None

**11.0 Consent Agenda**

**11.1 Committee/Commission Changes** – Laura Pratt motioned “to appoint Brian Blanchette to the Golf Commission and the Rules & Regulations Commission; to accept the resignation of Mark Kosco as Board Liaison to the Employee Handbook Commission; to appoint Laura as Board Liaison to the Employee Handbook Commission. Seconded by Carmel Cottrell. Motion carried unanimously.

**12.0 Unfinished Business**

**12.1 Employee Handbook Language Changes – 1<sup>st</sup> Reading** - Bill Becker motioned “to suspend Roberts Rule of Order.” Seconded by Bob Ballenger, motion carried. Discussion: Bill Becker noticed vacations calculations based on hours worked – what about overtime? And we need a distinction between sick time and vacation. Laura Pratt – If someone quits, vacation time gets paid out. Personal time does not get paid out. Jody Ware – New Senate bill law says all employees must receive a system for earning personal leave. Lifeguards, seasonal employees, would accrue personal time. Laura Pratt – New bill is not new to us, the Board already implemented this last year. But, besides some language changes, there is an increase of vacation time at 15 years. At 15 years, they would have 5 weeks. Other places of employment are typically 20 years or 25 years before getting 5 weeks' vacation. Jody Ware – in existing policy approved one year ago, there was unfairness in there. People over 10 years who couldn't possibly earn the four weeks' vacation time the way it was set up. With an association that has difficulty retaining employees, this could be an incentive for them to stay. Steve Borst – when first on board, it was obvious the accruals were not set up correctly. Spent a lot of time on the handbook back then. Should be reading 6.1, 6.2 and 6.3 together. Everything is accruing now properly. Laura Pratt will send edits to Jody Ware prior to their next meeting.

Bob Ballenger motioned “to reinstate Roberts Rule of Order.” Seconded by Brian Holt, motion carried unanimously.

**13.0 New Business**

**13.1 Greenway Stewardship Application Revision** – Bill Becker motioned “to approve the changes recommended by AECC.” Seconded by Carmel Cottrell. Discussion: Two pages that are almost identical, but there is different information on both. One is for the property owner, and one is for the association. The minimum says to plant one tree for every 10 trees taken out – seems the decision should be up to the commission to decide. Too much up to the property owner and should be a tree of some size, not a sapling, and have a guarantee. We need more language around that and determine what the rules are. #11 Communicating with affected property owners – language is too vague. Also, we need other language there on who specifically needs to be notified. Add contiguous. Paula Wiener – was in there previously (contiguous), not sure how that got dropped. The whole goal of this program was to try to get control of the invasives that are eating this place up. Tyler is trying to work with what the IL Department of Natural Resources is doing to bring the oaks back. There will be empty places so the oaks can do what they need to do. Take out 10 trees and if we make them plant trees back, we've defeated our purpose if it beats out the oak. Brian Holt – understanding and communicating why we are doing this would be very helpful. Paula Wiener – several articles have been written over the years. Not all have been read and understood. We have been trying. Nolan Mullen – application has gotten a lot better. Add the word “contiguous” to #11 “Communicating with other **contiguous** affected property owners...” that would be fine and number the special concerns to be better identified. Mike Harris – we do have someone we can call

(tree expert) to point the trees out – good trees, bad trees, etc. *Approve with the changes [Change “affected” to “contiguous” in #11 “Communicating with other affected **contiguous** property owners...” ] recommended* – motion carried unanimously.

**13.2 Employment of Personnel – Hiring of a General Manager** – Bob Ballenger motioned “to hire John Sabo as General Manager.” Seconded by Laura Pratt. Motion carried unanimously.

**14.0 Property Owner Comments**

Jody Ware reported that yesterday was the final date for grant submissions for the ACLPO Foundation. Foundation will review and will make the decision on funding or partially funding. All decisions the Foundation makes about the funding are pending Board approval for the March meeting.

Edie Petelle 11-209 – Thrilled we have someone to run the Cove. Don’t want competition with the Pro Shop.

Kathy Rogers 11A52 Fairway – Update from the ACL Garden Club – excited for 2024. We are already busy working on our bee theme for this year.

Pat McGowan, 11A31 Fairway – Thank you General Manager and members of the board. Pavilion looks good. Continue with open discussion, positive effort. Thrilled we have someone for the Cove. Make sure we maintain the outside of the Cove as well. Huge asset here. The Garden Club is a major asset as well.

**15.0 Adjourn** – Motion to adjourn by Carmel Cottrell at 10:18 AM, seconded by Brian Holt, motion carried unanimously.

\_\_\_\_\_  
Recording Secretary, Rhonda Perry

\_\_\_\_\_  
President, Nolan Mullen

\_\_\_\_\_  
Corporate Secretary, Laura Pratt

\_\_\_\_\_  
Date



# Memorandum

**To:** Board of Directors

**Date:** March 11, 2024

**From:** ACLPOA

**Memo:** 2024-10

**Topic:** March Consent Agenda – Committee/Commission Changes, General Manager Search Ad Hoc Commission, and Employee Handbook Ad Hoc Commission Election of Officers

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**Recommendation:** To approve Leah Holt to join the Recreation Commission; to approve Pam Opyd to join the Trails Commission; to approve Don Spolum to join the Deer Management Commission; and to approve \_\_\_\_\_ to join the Board Policy Ad Hoc Commission.

**Recommendation:** To disband the General Manager Search Ad Hoc Commission.

**Recommendation:** To approve Jody Ware’s appointment to Chairperson; to approve Gary Hannon’s appointment to Vice Chairperson; and to approve Sue Meusel’s appointment to Secretary of the Employee Handbook Ad Hoc Commission.

11.1

Apple Canyon Lake Property Owners Association  
Employee Handbook Ad-Hoc Commission  
February 7, 2024

APPROVED

The Meeting was called to order at 9:00 a.m. by Jody Ware. The following members were present: Mike Harris (Interim GM), Jody Ware, Gary Hannon, and Sue Meusel. Members absent: Mark Kosco. Employees present: Julie Janssen, Mike Yorke (interim Human Resources).

Jody requested to table the Minutes from the January 24, 2024; meeting be tabled to the next meeting since they were not complete.

**ELECTION OF OFFICERS:**

Chairperson – Gary Hannon nominated Jody Ware; Sue Meusel seconded. Voice vote, all members voted aye. Motion carried.

Vice Chairperson – Mike Harris nominated Gary Hannon; Jody Ware seconded. Voice vote, all members voted aye. Motion carried.

Secretary – Jody Ware nominated Sue Meusel; Mike Harris seconded. Voice vote, all members voted aye. Motion carried.

**POLICY 6.2 PAID TIME OFF**

Jody would like to see all the Policies on their own page, this way if there is a change in the Policy, all you need to do is remove the page. Jody stresses to be consistent of language through the Policies.

Changes were made to 6.2 Policy Paid Time Off.

Jody will do the revisions on the Policies and send them out.

The Board Meeting is this Saturday, and Jody Ware and Mike York will be in attendance if questions arise.

Gary Hannon moved Jody Ware second that the Employee Ad-Hoc Commission recommends Employee Handbook # 6.2 Paid Time Off to be approved. Voice vote, all present voted aye. Motion carried.

6.3 Holiday and Holiday Pay for Working on Recognized Holidays will be reviewed at the next meeting. The consensus of the Commission is that only 1 Policy will be discussed per meeting, get approval, and move forward.

Jody Ware moved Mike Harris seconded to set the next Meeting for Tuesday, February 20, 2024, at 9:00 a.m. Voice vote, all members voted aye. Motion carried.

Sue Meusel moved Gary Hannon seconded to adjourn the meeting at 9:38 a.m. Voice vote, all members voted aye. Motion carried.

These Minutes are subject to approval at the next regular meeting.

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Secretary



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-14

**Topic:** Employee Handbook 6.2 Paid Time Off Policy – 2<sup>nd</sup> Reading

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**Issue:** The Employee Handbook Ad Hoc Commission has been working on updating the policy 6.2 – Paid Time Off using feedback received from the Board of Directors during the First Reading at the February 17, 2024 meeting. The Commission has also been working closely with Mike Yorke (Interim HR) and Steve Boarst (Payroll) assuring the policy is aligned with Paylocity software.

**Recommendation:** To approve Employee Handbook Policy 6.2 Paid Time Off.



**Apple Canyon Lake Property Owners' Association  
Employee Handbook Ad-Hoc Commission  
March 5, 2024  
8:00 a.m. – Board Room**

**MINUTES**

**UNAPPROVED**

**1.0 Call to Order** – The meeting was called to order by Chairperson Jody Ware at 9:03 a.m. The following Commission Members were present: Jody Ware, Gary Hannon, Sue Meusel, Mike Harris (Interim GM), and Laura Pratt (Board Liaison). Employee members present were: Mike Yorke (Interim Human Resources), and Steve Borst (Payroll). Employee members absent: Julie Janssen.

**2.0 Approve minutes of February 20, 2024:** A motion was made by Gary Hannon and seconded by Mike Harris to approve the Minutes of the February 20, 2024 Meeting. Additional changes were made, (Laura Pratt abstaining on vote). Voice vote, all present voted aye. Motion carried.

**3.0 Old Business –**

**3.1 6.2 Paid Time Off Rewrite:** The Commission reviewed the edits in the document made at the February 20, 2024 Meeting. Additional changes were made.

**3.2 Motion to Recommend Approval in Second Reading at BOD Meeting:** A motion was made by Jody Ware and seconded by Gary Hannon to send 6.2 Paid Time Off of the Employee Handbook to the BOD for the second reading and approval. Voice vote, all present voted aye. Motion carried.

**4.0 New Business**

**4.1 6.3 Holiday and Holiday Pay for Working on Recognized Holidays:** This was tabled to the next meeting.

**5.0 Other: Agenda Items for Next Meeting:** 6.3 Holiday and Holiday Pay for Working on Recognized Holidays.

**6.0 Next Meeting Date:** The next Employee Handbook Ad-Hoc Commission Meeting will be March 12, 2024 9:00 a.m. – 11:00 a.m. in the Board Room

**7.0 Adjournment:** Mike Harris moved Laura Pratt seconded to adjourn the meeting at 9:36 a.m. Voice vote, all present voted aye. Motion carried.

Respectfully submitted,  
Sue Meusel

## 6.2 Personal Paid Time Off

Edits 3/7/2024

Effective Date:

Revision Date: February 18, 2023

Paid Time Off (PTO) begins accruing on the date of hire (anniversary date). Eligibility to use ~~or receive~~ any PTO is ninety (90) days of continuous employment from the date of hire. ~~based on anniversary year.~~

~~PTO will not accrue if the employee is off due to illness or injury resulting in worker's compensation or disability claims. PTO will only accrue for actual hours worked (regular hours and overtime hours).~~

~~PTO will accrue in two (2) forms, Vacation Leave and Personal Leave. Vacation accruals are determined by the number of continuous years, based on anniversary date, worked for the Apple Canyon Lake Property Owners' Association. Vacation Leave accrual balance will be paid at termination of employment. Personal Leave accrual balance will not be paid at termination of employment.~~

### Vacation

~~Vacation accruals are determined by the number of continuous years, based on anniversary date, worked for the Apple Canyon Lake Property Owners' Association. Vacation Leave accrual balance will be paid at termination of employment.~~

~~All regular (non-seasonal) employees are entitled to paid vacation leave at the rate listed below, provided the employees works forty hours (40) a pay period.~~

~~For full-time and part-time year-round employees, the rate of accrual increases on the anniversary date of employment is as follows:~~

- ~~• Date of hire and up to one year – Accrue up to 40 hours annually (.019231 per hour worked)~~
- ~~• One year but less than five years – Accrue up to 80 hours annually (.038462 per hour worked)~~
- ~~• Five years but less than ten years – Accrue up to 120 hours annually (.057693 per hour worked)~~
- ~~• Ten years or more - but less than fifteen years – Accrue up to 160 hours annually (.076924) per hours worked~~

- ~~Fifteen years and over Accrue up to 200 hours annually (.096154 per hours worked)~~

Up to 40 hours may carry forward to be used within the first six months of the subsequent anniversary year. Failure to use the accrued hours will result in forfeiture unless the General Manager, in writing, has granted prior authorization due to extreme circumstances.

In addition, no payouts will be authorized as employees are not rewarded for failure to ~~do so~~ use accrued vacation hours in the year they were earned.

Paid leave must be used prior to unpaid leave being approved.

### Personal Leave

Personal Leave accrual balance will not be paid at termination of employment.

All employees, regardless of employment type, will accrue up to seventy-six (76) hours of Personal Leave per anniversary year (.036539 per hour worked). ~~Personal Leave may be used as deemed appropriate by the employee and their supervisor department manager for doctor appointments, personal days, sick time, caring for a child/parent/spouse, etc.~~

Employees do not have to provide any reason for taking this leave and are not required to provide documentation. However, if the leave is foreseeable, the department manager asks for notice seven (7) calendar days prior to scheduling.

~~Up to forty (40) hours may carry forward to be used within the first six months of the subsequent anniversary year. Failure to use the accrued hours will result in forfeiture unless the General Manager, in writing, has granted prior authorization due to extreme circumstances.~~



## 6.2 Paid Time Off

Edits 3/7/2024

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# Memorandum

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**To:** Board of Directors

**Date:** March 11, 2024

**From:** The Recreation Commission

**Memo:** 2024-16

**Topic:** Event Seating

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**Issue:** Need additional seating for ACL events at Firehouse May – September.

**Recommendation:** To approve the Recreation Commission to purchase ten (10) ULINE Model H-516BR 6 ft. folding picnic tables in tan and ten (10) heavy duty steel umbrella base stands not to exceed \$4,500 using the Recreation Commission's designated fund.



# Memorandum

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**To:** Board of Directors

**Date:** March 11, 2024

**From:** The Recreation Department

**Memo:** 2024-15

**Topic:** Food Truck Vendor

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**Recommendation:** To approve That 1 Place Bean coffee truck as a food truck vendor for 2024.

*Concessionaire agreement attached for review. Signed file to be exported from Google once permission has been granted.*

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (“Agreement”) is entered into this day of March 8, 2024 by and between Apple Canyon Lake Property Owners’ Association., an Illinois not-for-profit corporation, having its principal office at 14A157 Canyon Club Drive, Apple River, Illinois 61001 (“Apple Canyon”), and Danita Skaggs d/b/a That 1 Place Bean having its principal office at \_\_\_\_\_ (“Concessionaire”).

### WITNESSETH:

**WHEREAS**, Apple Canyon is an Illinois not-for-profit corporation, subject to the terms of the Illinois General Not-for-Profit Corporation Act (805 ILCS 105/101 et. seq.) and the Illinois Common Interest Community Association Act (765 ILCS 160/1 et. seq.) that is responsible for the maintenance and administration of certain common areas and facilities for the benefit of its members;

**WHEREAS**, one of the common facilities under the jurisdiction of Apple Canyon is a certain Firehouse Fitness parking lot (the “Facility”);

**WHEREAS**, Apple Canyon and Concessionaire desire that Concessionaire enter into this Agreement pursuant to which Concessionaire shall be granted the right to park a truck to sell coffee, non-alcoholic beverages and pre-made baked goods upon the Facility, or upon any other area designated by Apple Canyon’s Communications and Recreation Manager, in accordance with the terms and conditions set forth below; and

**WHEREAS**, Concessionaire represents that it possesses the necessary qualifications to provide the services and products described herein.

**NOW, THEREFORE**, Apple Canyon and Concessionaire agree as follows:

### ARTICLE 1: CONCESSIONAIRE RIGHTS

1.1 Sale of Products. Apple Canyon grants to Concessionaire the right to park a truck to sell coffee, non-alcoholic beverages and certain pre-made baked goods at the Facility. The sale of alcoholic beverages is prohibited.

1.2 Intentionally omitted.

1.3 Equipment; Signage. Concessionaire shall be solely responsible for providing all equipment and products in connection with its rights under this Agreement. All equipment shall be removed by Concessionaire at the close of each day Concessionaire is upon the Facility. Any repairs necessary to Concessionaire’s equipment shall be performed by Concessionaire at its sole expense. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of all products. The style, size,



form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of Apple Canyon.

1.4 Facility Alterations. No modifications or alterations to the Facility may be made by Concessionaire.

## **ARTICLE 2: COMPLIANCE WITH LAWS**

Concessionaire shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to its operations. The concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

## **ARTICLE 3: CLEANING RESPONSIBILITIES/TRASH REMOVAL**

The concessionaire shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in the Facility and the immediately surrounding areas. The concessionaire shall be responsible for trash and garbage removal.

## **ARTICLE 4: INVENTORY**

The concessionaire shall be responsible for maintaining sufficient inventory to meet anticipated demand. Concessionaire shall be solely responsible for ordering and transporting products to and from the Facility. All products shall be of a high quality.

## **ARTICLE 5: PERSONNEL; INDEPENDENT CONTRACTOR**

5.1 Concessionaire's Personnel. Concessionaire will maintain a staff of its employees on duty at the Facility at a level and in a manner consistent with the operating standards required by Apple Canyon. Concessionaire's employees shall be employed by Concessionaire, and not Apple Canyon, for all purposes hereunder. Concessionaire and its management, supervisors and employees must behave in a professional manner at all times while in or around the Facility. No smoking is permitted at the Facility, unless specifically permitted by Apple Canyon. Concessionaire agrees that it will comply with all of Apple Canyon's rules, policies and procedures. Apple Canyon reserves the right to ban any Concessionaire's employee(s) from the Facility, in its sole discretion. Concessionaire hereby agrees that it will inform its employees that they must abide by Apple Canyon's policies and procedures.

5.2 Independent Contractors. Concessionaire shall be an independent contractor of Apple Canyon and not a joint venture, partner, agent or employee of Apple Canyon. Concessionaire, and not Apple Canyon, shall be responsible for the payment of all wages, payroll taxes, fringe benefits and severance for its employees. Concessionaire shall indemnify Apple Canyon and all of its officers, directors, members, employees, agents and representatives against any and all liability which may be asserted against them in connection with this Agreement and Concessionaire's performance hereunder.

5.3 Representations. Concessionaire hereby warrants and represents that it shall comply with all federal, state and wage and hour law requirements and obligations. Concessionaire hereby warrants and represents that it is solely responsible for the following: (i) paying its employees at least the applicable minimum wage; (ii) withholding all applicable taxes for its employees; (iii) providing unemployment and workers' compensation coverage for its employees; (iv) keeping all required record keeping documents pertaining to its employees; and (v) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms.

#### **ARTICLE 6: HOURS OF OPERATION**

The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as follows:

- A. The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as per Addendum A attached to this agreement for 2024.
- B. The Facility may be open for additional dates, subject to the approval of Apple Canyon's Board of Directors or the General Manager.
- C. The Facility may be open for events and activities, beyond those described in 6(A) and 6(B), subject to the approval of Apple Canyon's Communications and Recreation Manager.

#### **ARTICLE 7: FINANCIAL ARRANGEMENTS**

The Concessionaire shall pay Apple Canyon \$25.00 per weekend. Payment shall be made each weekend. Concessionaire shall be considered to have been open for business and able to serve customers on any given weekend if it is open for at least a total of 2 hours during the weekend.

#### **ARTICLE 8: REIMBURSEMENT OF ADDITIONAL SUMS/UTILITIES**

8.1 If Apple Canyon has paid any sums or has incurred any expense for which Concessionaire agreed to pay Apple Canyon, or if Apple Canyon is required to pay any sums or incurs any expense arising from this Agreement or arising from the failure or neglect of Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, such amounts shall be deemed additional payments due hereunder; and Concessionaire shall reimburse Apple Canyon for the amount(s) thereof within ten (10) days following such demand(s).

8.2 Concessionaire shall be responsible and shall pay 100% of all costs related to its use of the Facility. Apple Canyon is not providing any electricity or any other utility services for Concessionaire. Concessionaire shall be solely responsible for procuring and paying for all electricity and other utility costs and expenses related to its use of the Facility.

## **ARTICLE 9: INSURANCE; INDEMNIFICATION**

9.1 Insurance: Concessionaire shall procure, and shall maintain in full force and effect at all times during the term of this agreement, insurance against risks as is customarily carried with respect to properties similar to the Facility, paying as the same become due all premiums thereof, including, without limitation:

- (A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee.
- (B) Commercial General Liability coverage including Products-Completed Operations coverage, Personal Injury Liability and Advertising Liability. The policy shall afford protection on a combined single limit of not less than \$1 million per occurrence. The general aggregate shall have a limit of not less than \$1 million and the Products Liability aggregate shall not be less than \$1 million.
- (C) Business Automobile Liability coverage with a combined single limit of not less than \$1 million.
- (D) Apple Canyon, its officers, directors, managers, agents and members shall name as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage and Business Automobile coverage.
- (E) Upon execution of this agreement, Concessionaire shall deliver a Certificate of Insurance to Apple Canyon evidencing the required insurance coverages, which shall all include Apple Canyon's interest as an additional insured prior to opening for business. All coverages are subject to Apple Canyon's review and approval, which shall not unreasonably be withheld.

9.2 Indemnification. Concessionaire hereby agrees to indemnify, defend, protect and forever hold Apple Canyon and all of its, officers, directors, members, employees, agents and representatives harmless from any and all acts, claims, liabilities, demands, litigation, actions, lawsuit and other proceedings, judgments, awards, taxes, costs, losses, penalties, fees and expenses (including, but not limited to, attorneys' fees) and liabilities, arising by reason of, or in any way related to, (i) Concessionaire's activities or services at the Facility, (ii) any condition in or upon or any occurrences in or upon the Facility, (iii) for damage to any property or persons (including, but not limited to, injury or death) arising by reason of any of the foregoing and (iv) for any and all tax liability arising from the Concessionaire's activities at the Facility, including, but not limited to, all retail

sales taxes and other direct taxes imposed upon receipts collected from consumers or imposed on any amounts related to Concessionaire's use of the Facility.

#### **ARTICLE 10: TERM; TERMINATION; LIQUIDATED DAMAGES**

10.1 Term. The term of this Agreement (the "Term") shall commence March 23, 2024 and shall terminate on December 31, 2024. The parties may, but are not obligated, agree to extend the Agreement beyond the initial Term. Any such extension of the Term shall be in writing, executed by both parties hereto.

10.2 Early Termination. Apple Canyon may, in its sole discretion, terminate this Agreement prior to the expiration of the Term by giving five (5) days' advance written notice to Concessionaire. Apple Canyon may terminate this Agreement for no reason or any reason, including convenience. Concessionaire shall permit Apple Canyon to monitor the quality and control level of services provided by Concessionaire. If Apple Canyon determines that any aspect of Concessionaire's services do not meet Apple Canyon's quality or service standards, Apple Canyon shall be entitled to immediately terminate this Agreement.

#### **ARTICLE 11: ASSIGNMENT**

This Agreement shall not be assigned by either party.

#### **ARTICLE 12: NO GUARANTEES; LIMITATION OF LIABILITY**

12.1 No Guarantees. Concessionaire acknowledges that Apple Canyon has made no guarantees with respect to the level of revenue or profitability of the Facility.

12.2 Limitation of Liability. Concessionaire hereby agrees that in all events, regardless of the nature of the claim or dispute, the maximum liability that Apple Canyon shall have to Concessionaire under this Agreement, shall be limited to the total sums paid to Apple Canyon in a single calendar year, and as described in Article 7. Notwithstanding anything in this Agreement to the contrary, Concessionaire shall not be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Concessionaire hereby expressly waives any right to seek, claim or collect any punitive, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between the parties (or their respective affiliated or related entities) to this Agreement.

#### **ARTICLE 13: MISCELLANEOUS**

This Agreement contains the entire understanding between the parties and may not be amended other than by a written instrument executed by both parties. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Facility is located. Furthermore, the parties consent that the courts located in the county and state in which the Facility is located shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either

party, to enforce any right or obligation under this Agreement.

**ARTICLE 14: PREVAILING PARTY**

In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Agreement, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

APPLE CANYON LAKE PROPERTY.,  
OWNERS' ASSOCIATION,  
an Illinois not-for-profit corporation

Danita Skaggs d/b/a That 1 Place Bean,  
Concessionaire

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-17

**Topic:** Marina Bay Prairie

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from Paula Weiner/Conservation Commission was awarded for \$400. The Foundation approved to fund the purchase of a high-quality seed prairie mix for planting on one acre along Marina Bay Trail. Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the Paula Weiner/Conservation Commission project for planting one acre of prairie seed along the Marina Bay Trail.



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-18

**Topic:** ACL Dam Hillside Prairie

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from Tyler Hesselbacher/Conservation Commission was awarded for \$3,500. The Foundation approved to fund the purchase of tall grass prairie mix for planting on two acres of the dam hillside to create a prairie. Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the Natural Resource Manager/Conservation Commission project for planting two acres of prairie seed at the location of the dam hillside.

ACLPO Foundation Grant

13.4

Nolan, Board President,

I am pleased to advise you that the Apple Canyon Lake Property Owners' Foundation Trustees voted to approve grant funding for the ACLPOA Dam Hillside Prairie in the amount of \$3,500.

The purpose of this funding is to assist in:

- Purchase of two acres of tall grass prairie mix from Prairie Moon Nursery or Jo Daviess Conservation/NW IL Prairie Enthusiasts

Apple Canyon Lake Property Owners' Foundation Trustees also voted to approve grant funding to the Natural Resources Department in the amount of \$2,700 for the Oak/Hickory Tree Savanna Project.

The purpose of this funding is to assist the Oak/Hickory Tree Savanna in:

- Oak/Hickory Trees – 30 Oak and 30 Hickory Trees in 3 Gallon Buckets for two acres of coverage from Forrest-Keeling Nursery not to exceed \$2,400.
- Oak/Hickory Savanna Sign – A sign describing an Oak/Hickory Savanna not to exceed \$300. Please consult Pam Opyd on having this sign prepared.

Before any of the grant awards can be spent, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received since we are using reserved property for your project. After project approval by the Board of Directors, we will receive information on how to seek reimbursement for our project purchases.

We are excited to be approved funds for a project that funds an environmental program and educational signage for the public along with restoration and preservation of the natural beauty along the dam area.

Thank you,

Tyler Hesselbacher

Natural Resource Manager

Apple Canyon Lake

[naturalresources@applecanyonlake.org](mailto:naturalresources@applecanyonlake.org)





# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-19

**Topic:** Oak/Hickory Savanna

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from Tyler Hesselbacher/Conservation Commission was awarded for \$2,700. The Foundation approved to fund thirty (30) Oak and thirty (30) hickory trees to be planted in the greenway space off Johnson Lane and Harding Court in President's Bay. Additional funding was given for the purchase and placement of an educational sign about Oak/Hickory Savannas. Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the Natural Resource Manager/Conservation Commission project for the Oak/Hickory Savanna project near Johnson Lane and Harding Court.

ACLPO Foundation Grant

Nolan, Board President,

I am pleased to advise you that the Apple Canyon Lake Property Owners' Foundation Trustees voted to approve grant funding for the ACLPOA Dam Hillside Prairie in the amount of \$3,500.

The purpose of this funding is to assist in:

- Purchase of two acres of tall grass prairie mix from Prairie Moon Nursery or Jo Daviess Conservation/NW IL Prairie Enthusiasts

Apple Canyon Lake Property Owners' Foundation Trustees also voted to approve grant funding to the Natural Resources Department in the amount of \$2,700 for the Oak/Hickory Tree Savanna Project.

The purpose of this funding is to assist the Oak/Hickory Tree Savanna in:

- Oak/Hickory Trees – 30 Oak and 30 Hickory Trees in 3 Gallon Buckets for two acres of coverage from Forrest-Keeling Nursery not to exceed \$2,400.
- Oak/Hickory Savanna Sign – A sign describing an Oak/Hickory Savanna not to exceed \$300. Please consult Pam Opyd on having this sign prepared.

Before any of the grant awards can be spent, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received since we are using reserved property for your project. After project approval by the Board of Directors, we will receive information on how to seek reimbursement for our project purchases.

We are excited to be approved funds for a project that funds an environmental program and educational signage for the public along with restoration and preservation of the natural beauty along the dam area.

Thank you,

Tyler Hesselbacher

Natural Resource Manager

Apple Canyon Lake

[naturalresources@applecanyonlake.org](mailto:naturalresources@applecanyonlake.org)



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-20

**Topic:** Garden Club of ACL Children's Garden

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from the Garden Club of ACL requested funding for the Children's Garden. The Foundation approved to fund an educational sign not to exceed \$250 dollars and five bushes for special area on east side of the Children's Garden not to exceed \$250 dollars. The funded project was for a total of \$500.00. Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the Garden Club of ACL project for an educational sign and bushes in the Children's Garden Club.



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-21

**Topic:** Conservation Educational Signs

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from Pam Opyd/Conservation Commission was awarded for \$3,800. The Foundation approved to fund the replacement of six (6) weathered educational signs in the North Bay Area such as the North Bay Nature Area. The signs needing to be replaced are:

- What Is A Prairie
- The Root of Success
- A Quick Botany Lesson
- Watershed Conservation
- Wildlife Habitat
- Prairies Of Apple Canyon Lake

The Foundation also approved the funding of three (3) newly designed signs to be placed in Independence Bay, Winchester Bay, and Bathum Walking Trail. The new signs are:

- A Driftless Area
- Oak Savannas
- Waterfowl Migration

Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the Pam Opyd/Conservation Commission project for nine educational signs on ACL Property.



# Memorandum

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**To:** Board of Directors

**Date:** March 6, 2024

**From:** Mike Harris

**Memo:** 2024-22

**Topic:** Memorial Pavilion Landscaping

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**Issue:** At the Apple Canyon Lake Property Owners' Foundation meeting held on February 16, 2024, a grant submission from Carmel Cottrell/Therese Nelson/Memorial Pavilion Commission was awarded for \$2,500. The Foundation approved to fund landscaping and purchase of plants around the ACL Memorial Pavilion not to exceed \$2,500.

Before any project can be funded, approval by the Apple Canyon Lake Property Owners' Board of Directors must be received in order to start the project on the ACL property.

**Recommendation:** To approve the landscaping project around the ACL Memorial Pavilion.

**Proposal**

The Memorial Pavilion Ad Hoc Commission of Apple Canyon Lake would like permission to enhance and improve the Apple Canyon Lake Memorial Pavilion by adding landscaping around the Pavilion site at Apple Canyon Lake and up to the site including the front, sides and back of the Clubhouse.

Please let us know if this will suffice or if you need further language.

Additionally, thank you for your support as well!

Our best to you,

Therese Nelson and the Memorial Pavilion Ad Hoc Committee



# Memorandum

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**To:** Board of Directors

**Date:** March 11, 2024

**From:** ACLPOA

**Memo:** 2024-12

**Topic:** Ballot Name Drawing

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**Recommendation:** The purpose of this drawing will be to determine the order the board of directors' candidates' names will appear on the ballot.

*No motion required.*