



**BOARD OF DIRECTORS MEETING**

**APRIL 19, 2025**

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

**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 TREASURER’S REPORT
- 6.0 COMMITTEE/COMMISSION REPORTS
- 7.0 GENERAL MANAGER’S REPORT
- 8.0 PRESIDENT’S REPORT
- 9.0 ANY ADDITIONS TO THE AGENDA
- 10.0 CONSENT AGENDA
- 11.0 UNFINISHED BUSINESS
  - 11.1 SLRP COMMISSION – PROCESS IMPROVEMENT – 2<sup>nd</sup> Reading
- 12.0 NEW BUSINESS
  - 12.1 FOOD TRUCK VENDOR
  - 12.2 CHRIS CAKES CONTRACT
  - 12.5 FIREWORKS CONTRACT
  - 12.6 MCCLOUD AQUATICS ZM PROPOSAL
  - 12.7 MCCLOUD AQUATICS LAKE CONTRACT
  - 12.8 WAKEBOATS
- 13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 14.0 ADJOURN

**Apple Canyon Lake Property Owners Association  
Board of Directors Meeting Minutes  
March 15, 2025**

**UNAPPROVED**

- 1.0 Call to Order:** Meeting called to order by President Nolan Mullen at 8:03 am. Other Directors present: Bob Ballenger, Carmel Cottrell, Brian Holt, Mark Kosco, Laura Pratt, Mike Ward. Absent are: Bill Becker and Deb McNamee. General Manager Jon Sabo also present,
- 2.0 Executive Session** – Motion to proceed to executive session made at 8: 03 AM by Brian Holt. Seconded by Bob Ballenger. Motion carried.
- 3.0 Return to Open Session** – Motion to return to open session made by Bob Ballenger at 9:11 am. Seconded by Brian Holt, 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, Bob Ballenger, Carmel Cottrell, Brian Holt, Mark Kosco, Laura Pratt , and Mike Ward. General Manager Jon Sabo also present. Absent are: Bill Becker and Debra McNamee.
- 5.0 Treasurer’s Report** – will be in *The Apple Core*. Carmel Cottrell thanked the staff for all of their assistance, especially at this time of year. Steve Borst reported we are focusing on dues/billing. Collection process has started. We have collected almost 88% of the dues.
- 6.0 Committee/Commission Reports**
- Dam Advisory/Spillway** – Mike Yorke reported Phase 1 and phase 2 are now complete. Phase 3 is the leveling of the top of the dam. Pool level is lower by approximately two inches. Our thanks to the board for the courage and belief in this project. It has become a model project for the State of Illinois. Lot of reasons for everyone to be very proud for the work that is being done.
- Nominating** – Mike Yorke asked Nolan Mullen to draw names for the order on the election ballot: #1 Laura Pratt; #2 Russ Piagentini; #3 Mark Kosco; #4 Brett Livengood; #5 Dave Allgood; #6 Steve Tribbey; #7 Arthur Duddles; #8 Crystal Erdenberger
- Legal** – Carmel Cottrell reported they are working on the governing documents (Declaration and b Bylaws.)
- Conservation** – Pam Opyd reported they are currently looking at redoing the goals for the Watershed program. Bluebird adoption program continues; still working on Greenway Stewardship. Following the process in the new application.
- 7.0 General Manager’s Report** – Jon Sabo reported the Greenway Stewardship application is with the attorney; he will be out on Monday (along with Ed) surveying the shoreline docks. Complete report will be in *The Apple Core*.
- 8.0 President’s Report** – will be in *The Apple Core*.
- 9.0 Any Additions to the Agenda** - none
- 10.0 Consent Agenda – Approve/Adopt Minutes from the February 15, 2025, Board Meeting, and Committee/Commission Changes** – Bob Ballenger motioned “to approve/adopt the Minutes from the February 15, 2025 Board meeting and to approve the committee/commission changes.” Seconded by Carmel Cottrell; motion carried with Mark Kosco abstaining.
- 11.0 Unfinished Business**
- 11.1 II. Amenity Tags for Property Owners and Guests – Vehicle Registration – 2<sup>nd</sup> Reading** – Bob Ballenger motioned “to approve adding verbiage under Section II Amenity Tags as proposed.” Seconded by Carmel Cottrell. Discussion: How do we ticket non-property owners? We can’t ticket non-property owners. No law that says you can’t park there. We are making one more unenforceable rule. Marina parking issue is becoming a bigger problem. Send to Rules &

Regulations to discuss enforcement. First step would be to have the obligation/rule to have a sticker for property owners and guests. How will the availability of license plates assist? Julie Janssen reported that if the license plate is provided when registering, this will let security check to see if they are property owners. The county can come out and issue a trespassing ticket if needed. Brian Holt amended the motion: "Insert: 'up to' ten (10) Amenity Tags and 'up to' five (5) auto stickers (second line). First paragraph, last line: delete 'The number of.' Change 'will' to 'may'." Seconded by Bob Ballenger. Motion carried unanimously. Motion carried for amended motion with Bob Ballenger and Carmel Cottrell voting nay and Nolan Mullen voting aye.

- 11.2 III. Guests Preamble – 2<sup>nd</sup> Reading** – Brian Holt motioned "to approve adding verbiage under Section III Guests as proposed." Seconded by Mark Kosco. Discussion: this is to clarify that guests need a parking pass. Motion carried unanimously.
- 11.3 V. General Violation Fines – 2<sup>nd</sup> Reading** – Laura Pratt motioned "to approve adding verbiage under Section V General Violation Fines as proposed." Seconded by Brian Holt. Discussion: Last sentence is a duplicate of the preceeding sentence. Laura Pratt motioned to amend: "Delete last line. Insert 'first' before 'same offense' in new last line." Seconded by Carmel Cottrell. Motion carried unanimously. Motion for amended motion carried unanimously.
- 11.4 VI. Boating – Rental Boat Violations – 2<sup>nd</sup> Reading** – Brian Holt motioned "to approve adding verbiage under Section VI, Boating, add subsection H, as proposed." Seconded by Mark Kosco. Discussion: This establishes fines for rental boat violations. Motion carried unanimously.
- 11.5 XV. Multi-Sport Complex Rules – 2<sup>nd</sup> Reading** - Mark Kosco motioned "to approve adding verbiage under Section XV Multi-Sport Complex as proposed." Seconded by Brian Holt. Motion carried unanimously.
- 12.0 New Business**
- 12.1 Food Truck Vendors** – Brian Holt motioned "to approve Calvin Stalls – Rapped with Smoke BBQ Concession agreement; and to approve Nick Bries' Hangry Hobo Concession Agreement." Seconded by Mark Kosco. Discussion: well-written document/agreement but would like to see what the vendors offer. Is approval for this really a Board issue? Commission could handle this by going to General Manager for approval. Approved vendor list would be efficient. Motion carried unanimously.
- 12.2 Grant Funding for Trees at the ACL Bocce Ball Courts** – Laura Pratt motioned "to approve the funding and project submitted by John Diehl for planting five (5) trees at the bocce ball courts." Seconded by Mark Kosco. Discussion: John Diehl informed the board that due to new regulations the vendor is required to charge Illinois Sales tax on this. Foundation has agreed to fund the additional sales tax (approximately \$120.00). Trees were chosen based on the updated tree list. Motion carried unanimously.
- 12.3 Grant Funding for Plum Tree Lane Project** – Bob Ballenger motioned "to approve the funding and project submitted by the Trails Commission to plant 30 American Plum trees along the trail intersecting at Blue Gray Drive." Seconded by Mike Ward. Discussion: no dollar amount listed. Motion carried unanimously.
- 12.4 Grant Funding for Rusty Patched Bumble Bee Garden** – Laura Pratt motioned "to approve the funding and project submitted by the Conservation Commission for a Rusty Patched Bumble Bee Garden, plants and seeds; and an informational sign to be placed behind the Pro Shop building." Seconded by Mark Kosco. Motion carried unanimously.
- 12.5 Grant Funding for Wetland Garden Solar-Powered Fountain** – Laura Pratt motioned "to approve the funding and project submitted by the Conservation commission for a solar-powered fountain, signposts, and an informational sign to be placed by the Marina entrance pond." Seconded by Carmel Cottrell. Motion carried unanimously.

**12.6 Grant Funding for Multi-Sport Complex** – Mark Kosco motioned “to approve the funding and project submitted by Gary Hannon on behalf of the ACL Multi-Sport Complex.” Seconded by Laura Pratt. Motion carried unanimously.

**12.7 SLRP Commission – Process Improvement – 1<sup>st</sup> Reading** – Discussion: Mike Ward feedback is encouraged. Start with our vision and solicit input. Then move to long range goals, etc. When determining GM goals, would want the GM to start with the vision rather than action plan as we are doing currently. Asking for a level of commitment from the board. Start with vision and work our way down to action plan. Timing will be an issue. Now is the time of year when the action plans are being worked on for the GM. We might not be able to initiate this new process going into 2026. Laura Pratt – Why choose between two options for input? Do both (workshop and survey). Mike Ward – agree, no reason why we can’t do a workshop along with a survey. Will go into more detail next month. Goal is to involve and include more folks in this process. Laura Pratt - important that whoever is working on this, that it would be a diverse group among the property owners.

**13.0 Property Owner Comments**

Bill Bourell 5-37 – thank Jon Sabo and Security regarding trespassing. Signs we have out there for authorized vehicles only – suggest more defined writing on those signs. Open burning – we do a lot of unattended open burning around here. Suggest selling some of the trees for firewood.

Edie Patell, 11-209 – board has been made aware of an incident at the Pro Shop Annex. Carbon monoxide poisoning – no ventilation there. Two burners and fireplace there. We need to take care of our property properly. Now there are detectors everywhere.

John Diehl, 6-87 – tomorrow is the Apple River Lions Club pancake breakfast. Everyone welcome. Starts at 8:00. Tuesday, April 1<sup>st</sup> consolidated election. Traditionally low turnout. Township board has 7 candidates for 4 positions. Please vote.

LeAnn Kileen 12-62 – Path at the pavilion – looking for recognition on that path for the Rec and Campground Commissions. Cindy Carton should get a paver – she inspired ACL to build that pavilion. Looking at how much money was brought in from the pavers. Does not explain where the money came from. Don’t see anywhere where the paver money is. Also looked further and troubled her that furniture was paid out to a member of the commission. October 16 (same day) – voted on buying furniture but did not come to the board until 19<sup>th</sup>. Will follow up with Jon.

Pam Opyd 5-37 – thank the foundation for funding our grants! Long-range plans – Conservation would really like to be involved in that. Sponsoring a Memorial Day tribute again this year along with her husband.

Crystal Erdenberger 07-189 – as a Foundation member, we enjoy what we do. Next event is May 3 auction – biggest fundraiser we have at the moment. Over \$30,000 back to the lake over the past 5 years.

**14.0 Adjourn** – Motion to adjourn made by Bob Ballenger at 11:12 AM, seconded by Carmel Cottrell, motion carried. Meeting is adjourned.

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Recording Secretary, Rhonda Perry

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President, Nolan Mullen

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Corporate Secretary, Laura Pratt

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Date



# Memorandum

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**To:** Board of Directors

**Date:** April 19, 2025

**From:** ACLPOA

**Memo:** 2025-28

**Topic:** April Consent Agenda

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**Recommendation:** To approve/adopt minutes from the March 15, 2025, board meeting.

To approve Joseph Jenkins to join the Golf Commission, to approve Joseph Jenkins to join the Nominating Committee, to approve Kristian Hively to join the Golf Commission, to approve Lori Hewitt to join the Golf Commission, to approve Kevin Hewitt to join the Golf Commission, and to allow Mike Harris to resign from the Budget/Audit Commission.

**General Manager's Action on Behalf of Recreation Commission Designated Fund Request:** Purchase five (5) Blue MegaBins Large Capacity (50-gallon) lightweight and rugged recycling bins from [cs@recyclingbin.com](mailto:cs@recyclingbin.com), not to exceed \$550.

**General Manager's Action on Behalf of Recreation Commission Designated Fund Request:** Purchase Memorial Day Tribute items for the event in May 2025, such as American flags on sticks, American flag windsocks, patriotic pinwheels, Memorial Day poppy flowers, veterans pins, and solar lights, not to exceed \$200.



# Memorandum

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**To:** Board of Directors **Date:** April 19, 2025  
**From:** Strategic Long-Range Planning Commission (SLRP)  
**Memo:** 2024-31  
**Topic:** SLRP Commission - Process Improvement – 2<sup>nd</sup> Reading

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**Issue:** The current process for establishing ACL's long-term vision, goals, strategy, and action plans is inefficient, inconsistent and incomplete:

- **'Vision'** is unclear, out of date, not updated on a regular basis, and reviewed by SLRP Commission only.
- SLRP Commission updates 'Long Range Goals and Measures' based on 'One Year Action Plans', versus the Vision for ACL (i.e. **Action Plan > Long Range Goals > Vision**).
- **'Strategy'**, to accomplish 'Long Range Goals' is not included in the SLRP process.
- GM/Executive Committee establishes GM annual objectives (Action Plan) without reference to Vision, Long Range Goals, and Strategy.
- SLRP Commission incorporates (force fits) the GM 'Action Plans' into long range plan without alignment.
- Opportunity to leverage the new POAP format to establish a dynamic and practical process that facilitates best-practices: **Vision > Long Range Goals > Strategy > Action Plan**
- Opportunity to include necessary and appropriate ACL stakeholders and experts in the process.

**Recommendation:**

- Solicit input for Vision, Long Range Goals, and Strategy from key stakeholders in late summer/fall 2025 for 2026:
  - **Workshop (4 hours):** facilitated discussion with BOD, GM, Committee/Commission representative(s) and selected staff regarding SLRP categories (Financial, Operations/Communication/Management, Infrastructure/Maintenance/Preservation, Amenities & Services, Growth/Prop Owner Value, and Governance).
  - **Conduct Survey:** for Property Owners in late Summer '25 for 2026.

**The Apple Canyon Lake Property Owners Association Board of Directors shall act in a fiscally responsible manner, as a fiduciary, while exercising all powers and authority vested in the Association, so as to preserve its values and amenities, and promote health, safety and welfare for the common benefit and enjoyment of its membership while maintaining its not-for-profit status.**

Vision	Long Range Goals and Measures	One Year Action Plans
<p align="center"><b>High Performing Operations and Management</b></p> <p><b>To operate at full efficiency and effectiveness for the benefit of the Association</b></p>	<ul style="list-style-type: none"> <li>Utilization of office management software data efficiencies for analysis and decision making</li> <li>Annually study and conduct cost analysis on financial operations including contracting, purchasing, and utility costs.</li> <li>Assure the knowledge and understanding of roles, responsibilities, and the Governing Documents by the membership.</li> <li>Review and appropriately update all Governing Documents on an annual basis.</li> <li>Find best ways to communicate to property owners.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to promote, educate, and support the membership to utilize the ACL owners' portal with an emphasis to increase membership usage, including the development of a Property Owner "Tool" Center with easy-to-understand instructions on how to find and use the many tools available to members.</li> <li>Communicate with membership changes to the Governing Documents through printed and digital platforms. Initiate the voting process to get the Restated Declaration and Bylaws approved by owners.</li> <li>Evaluate and assist where appropriate to assure the continued success Food &amp; Beverage operation and make changes as needed.</li> </ul>
<p align="center"><b>Improvement of Infrastructure</b></p> <p><b>To develop, maintain and improve the existing infrastructure</b></p>	<ul style="list-style-type: none"> <li>Create an on-going long-range capital development plan to include but not limited to flood mitigation, clubhouse area and offices, watershed management, dry dam improvements, dredging programs, and campground expansion.</li> <li>Provide consistent lake and environmental management.</li> <li>Review all reserved properties for functionality and purpose.</li> <li>Use modern day Reserve Study Principals to ensure R&amp;R funding is adequate for future requirements.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to monitor, measure, and address zebra mussel infestation utilizing third party lake management company.</li> <li>Finalize spillway renovation.</li> <li>Monitor the implementation of the watershed plan, including the filing of the Water Quality Grant (319) focusing on the Winchester Bay project.</li> <li>Continue Dry Dam Action Plan for sub-watersheds surrounding the lake.</li> <li>Review and update the "ACL Master Plan".</li> </ul>
<p align="center"><b>Amenities and Services</b></p> <p><b>To study, develop, implement, and maintain existing and new amenities</b></p>	<ul style="list-style-type: none"> <li>Develop ways to expand high demand amenities like Association docks and the campground.</li> <li>Create a long-range plan on adding additional amenities and services throughout the ACL properties.</li> </ul>	<ul style="list-style-type: none"> <li>Study location and viability for additional campsites. Review Dock Slip and Campsite Policies for equitable changes.</li> <li>Review and if desirable bring Reserve Properties into the Declaration as Common Property.</li> <li>Survey membership for direction on Amenity needs.</li> <li>Study/Evaluate solutions to clean up Nixon Beach</li> <li>Evaluate sites and costs to add playground to a resort central location.</li> </ul>
<p align="center"><b>Growth and Value Enhancement</b></p> <p><b>To promote membership and property of the Association</b></p>	<ul style="list-style-type: none"> <li>Monitor the effectiveness of our marketing plan.</li> <li>Promote ACL Charitable Foundation and their fundraising activities for ACL enhancement.</li> <li>Study and assess the viability of bringing alternative utility sources to ACL Facilities</li> <li>Study opportunities for land acquisition by the Association in the surrounding area, primarily to protect the watershed or expand amenities.</li> </ul>	<ul style="list-style-type: none"> <li>Develop a Master Marketing Plan.</li> <li>Evaluate bids and recommend course of action for Solar Energy.</li> </ul>
<p align="center"><b>Governance</b></p> <p><b>To educate and properly train those in positions of authority</b></p>	<ul style="list-style-type: none"> <li>Effectively invest in ways to educate BOD members, Committee/Commission Leaders, Committee/Commission members, and the leaders of our partners, e.g. Foundation, Garden Club, and Bass Club</li> </ul>	<ul style="list-style-type: none"> <li>Evaluate the BOD nominating process and change as needed.</li> <li>Develop training program for the BOD.</li> <li>Develop a training program/manual for all Committee/Commission Officers.</li> </ul>

# PYRAMID OF STRATEGY

The CEO Accelerator by Eric Partaker



## Vision

Your "why." The ultimate destination you're working toward. A vivid picture of success.

## Mission

Your "what." A concise statement of what you do, who you serve, and the impact you create.

## Core Values

Your "how." The principles that define your culture, shape decisions, and inspire action.



## Strategic Priorities

Your big bets. The 2-5 critical areas that need focus to move your vision forward.

## Long-Term Goals

Your measurable milestones. Specific outcomes you aim to achieve over 3-5 years.

## Initiatives

Your action themes. Programs or projects designed to achieve your long-term goals.



## Strategies

Your "how-to" playbook. High-level approaches for achieving initiatives and goals.

## Tactics

Your tools for impact. Concrete actions, tools, or methods to execute strategies.

## Action Plan

Your day-to-day guide. A detailed, step-by-step plan with timelines, resources, and responsibilities.

Vision Long Range Planning - 2025

CATEGORY (Subject)	VISION (Desired State)	LONG RANGE GOALS (5 Years)	STRATEGY (Path to Success)	ACTION PLAN * (GM Yearly Objectives)	%
<b>Financial:</b> Revenue Generation, Expense Management, Profitability, and Funding	<i>What is our long term vision?</i>	e.g. 1) Overall profitability, 2) profitability by department. 3) R&R Funding	<i>How to achieve vision and long range goals</i>	1. Reserve Study	10%
				2. Budget Management	5%
<b>Operations, Communication &amp; Management:</b> Resources, Systems, Processes, and Tools	<i>What is our long term vision?</i>	e.g. 1) use of volunteers & commissions, 2) technology, 3) best practices	<i>How to achieve vision and long range goals</i>	1. Business Practices	5%
				2. Northstar System Integration/Upgrade	5%
				3. Staff Mentoring	5%
				4. Staff Professional Development	5%
				5. Member Service Communication	10%
<b>Infrastructure Maintenance &amp; Preservation:</b> lake, land, roads, trails, and facilities	<i>What is our long term vision?</i>	e.g. 1) tree preservation, 2) invasives, 3) paved roads, 4) trail design, 5) land expansion/reduction	<i>How to achieve vision and long range goals</i>	1. Dredging	5%
				2. Flood Mitigation	10%
				3. Winchester Streamback Project	5%
				4. Invasive Species Control (Lake/land)	5%
				5. Lake management Plan	5%
				6. Dam Maintenance	5%
				7. Watershed/Applied ECO	5%
<b>Amenities &amp; Services:</b> financial & service evaluation & improvement	<i>What is our long term vision?</i>	e.g. 1) new amenities, 2) expanded amenities, 3) incremental services, 4) optimize service levels	<i>How to achieve vision and long range goals</i>	1. Campground Expansion	3%
				2. Firehouse/Fitness Renovation	2%
<b>Growth &amp; Property Owner Value:</b> population control & property value	<i>What is our long term vision?</i>	e.g. 1) new homes, 2) property regulations, 3) public access, 4) marketing	<i>How to achieve vision and long range goals</i>	1. Member Outreach	5%
<b>Governance:</b> rules, regulations, and compliance	<i>What is our long term vision?</i>	e.g. 1) CICA compliance, 2) rule updates & enforcement, 3)	<i>How to achieve vision and long range goals</i>	1. CICA Updates	3%
				2. Restatement of declaration and Bylaws	3%
					100%

Note\* - see GM Action Plan document for details



# Memorandum

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**To:** Board of Directors  
**From:** The Recreation Department  
**Memo:** 2024-30  
**Topic:** Food Truck Vendor

**Date:** April 19, 2025

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**Issue:** Food vendors sought after to serve food at the May 24 Summer Kick-off.

**Recommendation:** To approve Mario Pulido, Pulido's Taco, Concession Agreement.

## CONCESSION AGREEMENT

**THIS CONCESSION AGREEMENT** (“Agreement”) is entered into this day of 04/04/2025, 2025 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 Pulido's Tacos \_\_\_\_\_ having its principal office at 600 Franklin, Galena, IL 61036 (“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 food truck to sell food and beverages at the facility, which shall include the right to sell lunch and dinner food, and non-alcoholic beverages. 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. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

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

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

## **ARTICLE 4: INVENTORY**

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 2025.
- 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 31, 2025 and shall terminate on December 31, 2025. 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

By: Melissa Medler

Name: Melissa Medler

Its: Communications & Recreation  
manager

Concessionaire

By: Mario Pulido Signed at:  
2025-04-04 13:49:17

Name: Mario Pulido

Its: Owner

EXHIBIT "A"





# Memorandum

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**To:** Board of Directors

**Date:** April 19, 2025

**From:** Melissa Medler, Communications & Recreation Manager

**Memo:** 2025-29

**Topic:** Chris Cakes Contract

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**Issue:** The Campground Commission would like to invite Chris Cakes out once again to help facilitate the 2025 Campground Commission's Pancake Breakfast to be held in the Clubhouse on Sunday, May 25.

**Recommendation:** To approve the attached Chris Cakes contract.

3-4-25  
**CHRIS CAKES**

800-321-7452

P.O. Box 439 Maryville, Missouri 64468

Fax 660-582-6627

E-mail - pancakes1957@gmail.com

Visit us on the web @ www.chriscakesofiowa.com

Confirmation\*\*\*\*PLEASE READ THIS THOROUGHLY\*\*\*\*

**A SIGNED COPY OF THIS CONFIRMATION MUST BE RETURNED TO CHRIS CAKES FOR THIS TO BE A VALID CONTRACT.**

Confirmed Date: MAY 25, 2025 Reserved For: APPLE CANYON LAKE PROPERTY OWNER ASSOCIATION  
Location: 14A157 CANYON CLUB DRIVE APPLE RIVER, ILLINOIS 61001  
Arrival Time: 6:30 A.M. Serving Time-From: 8:00 A.M. To: 12:00 NOON

Chris Cakes will provide your group with the following:

PANCAKES/PLATES  NAPKINS/TABLEWARE  SYRUP  SAUSAGE   
MARGARINE  COFFEE/CUPS/CONDIMENTS NO ORANGE DRINK/CUPS NO

at a cost \$6.00 per plate with a 265 plate minimum and sales tax where applicable, plus mileage roundtrip. The average amount of sausage used is ten pounds per one hundred plates. For usage over the average, we charge \$6.00 per pound. Travel in excess of 200 miles one way requires a minimum of one person for every mile traveled over 200 miles (example 250 miles traveled 250 plate minimum to serve). If we are requested to bring two or more grills, a minimum of 300 plates per grill will be required. Due to long distance travel or early arrival, there may be a charge for lodging. The number served is determined by our plate count. Chris Cakes will load to serve approximately 600 people. **PLEASE NOTE THE NUMBER OF TABLES TO BE SET UP \_\_\_\_\_.**

Please provide two men at 6:30 a.m. for unloading and setup and at 12:00 noon for reloading equipment and supplies. **IF HELP IS NOT PROVIDED TO UNLOAD AND RELOAD A \$25.00 CHARGE WILL BE ADDED TO THE INVOICE FOR EACH SERVICE.** You must have six (6) helpers, fifteen minutes prior to serving time to serve sausage, drinks and do miscellaneous task. We also require a minimum of three (3) eight foot banquet tables, close access to a 110 electrical outlet and drinkable water. If your event is scheduled to be outside, please call the office to determine size of tent and setup. You will also need to provide tables, chairs, clean up supplies and proper trash receptacles

Payment is due upon completion of the event unless other arrangements have been made, in which case, a deposit will be required.

Cancellation by the booking party must be made four weeks prior to the event date; otherwise, the minimum dollar amount will be due. Weather related cancellations are not chargeable and can be made by either party prior to Chris Cakes departure to the event.

The APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION hereby waives, releases and holds harmless Chris Cakes and any of its employees or agents for any accidents or injuries suffered by anyone the is or was a patron of the food and service provided by Chris Cakes pursuant to this Agreement or was injured while helping Chris Cakes in any manner in providing the food and services which is the subject of this Agreement, except for any accidents or injuries directly caused by the negligence or actions of Chris Cakes or its employees.

If your organization is tax exempt you will be responsible for sales tax collection, please provide us with documentation for our files.

Please sign and return one copy of this confirmation to Chris Cakes.

Signature: Melissa Medler Date: 3/21/25 Signature: Darren White Date: 2-19-25  
CHRIS CAKES



# Memorandum

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**To:** Board of Directors  
**From:** Jon Sabo, General Manager  
**Memo:** 2024-32  
**Topic:** Fireworks Contract

**Date:** April 19, 2025

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**Issue:** The Fireworks display is planned for Saturday, July 5, 2025. Mad Bomber Fireworks Productions has been a reliable and knowledgeable vendor producing ACL fireworks displays consecutively since 2019.

**Recommendation:** To approve the Mad Bomber Fireworks Productions contract.

**MAD BOMBER  
FIREWORKS PRODUCTIONS  
AGREEMENT**

This contract entered into this 16th day of February, 2025 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION 14A157 Canyon Club Drive Apple River, IL 61001 Hereinafter referred to as Buyer, of APPLE CANYON LAKE P.O.A., ILLINOIS..

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Displays in accordance with the Program. Buyer will pay Seller a sum of \$20,000.00 for said Display. Upon acceptance of this agreement Buyer will not pay Seller a sum of (waived) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the FIFTH day of JULY, 2025, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original date agreeable to both the Seller and Buyer.
2. For inclement weather or any other reason there will be a 15% Fee of the Agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses not to reschedule an alternate date within six months of original date, there will be a 50% Fee of Agreement price for cancellation of Display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 350' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller All individual entities listed on the Certificate of Insurance will be deemed and additional insured per this contract.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to include Attachments, if any See Attachments: / Manually Fired Display \_\_\_\_\_  
Display price does not include local fire protection permit fees. RAIN DATE 07/12/25 \_\_\_\_\_ 2025.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MIAND, INC. MAD BOMBER FIREWORKS

BUYER

By Dan P. Miller  
Sr. Vice President

By \_\_\_\_\_  
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date 02/16/25

Date: \_\_\_\_\_

# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350  
11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE

## APPLE CANYON LAKE P.O.A. ANNUAL INDEPENDENCE DAY CELEBRATION @ APPLE RIVER, ILLINOIS

SATURDAY JULY 5th, 2025

*Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.*

**TOTAL PRICE \$20,000.00**

**INCLUDES THE FOLLOWING:**

25 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain Dated during 2025 Year

Manually Choreographed Display Production.



# Memorandum

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**To:** Board of Directors  
**From:** Jon Sabo, General Manager  
**Memo:** 2024-33  
**Topic:** McCloud Aquatics ZM Proposal

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**Date:** April 19, 2025

**Issue:** Lake health has been affected by Zebra Mussels, an invasive species negatively impacting our lake water quality. The proposal allows for three full treatments if required. Otherwise, two treatments with a review of a third.

**Recommendation:** To approve the McCloud Aquatics proposal, including EarthTec QZ treatments.



McCloud Aquatics  
705 E North St  
Elburn, IL. 60119

Proposal #107949  
Created: 04/01/2025  
Date: 06/01/2025  
From: Brian Kiro

Proposal For

Apple Canyon Lake

14A157 Canyon Club Dr.  
Apple River, IL 61001

main: 815-492-2238

[jon.sabo@applecanyonlake.org](mailto:jon.sabo@applecanyonlake.org); [naturalresources@applecanyonlake.org](mailto:naturalresources@applecanyonlake.org)

Location

14A157 Canyon Club Dr  
Apple River, IL 61001



Zebra Mussel treatment

Terms

Due Upon Receipt

ACCEPT	ITEM DESCRIPTION	QUANTITY	AMOUNT
✓	Zebra Mussel <i>Included</i> 2 treatments utilizing 2 totes of EarthTec QZ per visit. Product will be applied via drop hose and spray gun to ensure a blend of shoreline and subsurface areas are impacted.	2	\$ 30,000.00
✓	Zebra Mussel <i>Included</i> UPON REQUEST, BASED ON DATA COLLECTED. 1 ADDITIONAL treatment utilizing 2 totes of EarthTec QZ Product will be applied via drop hose and spray gun to ensure a blend of shoreline and subsurface areas are impacted. FREIGHT CHARGE OF \$1050 WILL BE ADDED	1	\$ 15,000.00
✓	Labor/Hour <i>Included</i> Installation of 10 Z.M. population sample cages and 10 Veliger Plates. 7 days after 2nd treatment, a report including pictures, will be provided to the G.M. and B.O.D. Discussions on potential 3rd treatment to follow. Includes clean-up and removal of plates/cages.	1	\$ 3,950.00
✓	Zebra Mussel <i>Included</i> Nixon Beach and Boat Marina (including golf course intake location) previously treated by Apple Canyon Staff. 46 gallons of EarthTec QZ per treatment	2	\$ 2,950.00
✓	Zebra Mussel <i>Included</i> UPON REQUEST, BASED ON DATA COLLECTED. 1 ADDITIONAL treatment of	1	\$ 1,475.00



Nixon Beach and Boat Marina (including golf course intake location) previously treated by Apple Canyon Staff. 46 gallons of EarthTec QZ per treatment



Shipping/Freight *Optional*

Shipping/Freight will be added with the added product delivery.

1

\$ 1,050.00

### Client Notes

This estimate is good for 30 days

Observations performed @ 7 days after 2nd treatment is completed. Discussion will be necessary with the B.O.D. to determine potential 3rd treatment.

Please give me a call to go over the line items.

*Please use the checkbox to mark items as accepted.*

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

### Signature

x

Date:

Please sign here to accept the terms and conditions

#### Assigned To

Brian Kiro

Office: 8478916260

Mobile: 8474895529

[bkiro@mcloudaquatics.com](mailto:bkiro@mcloudaquatics.com)

#### Sales Reps

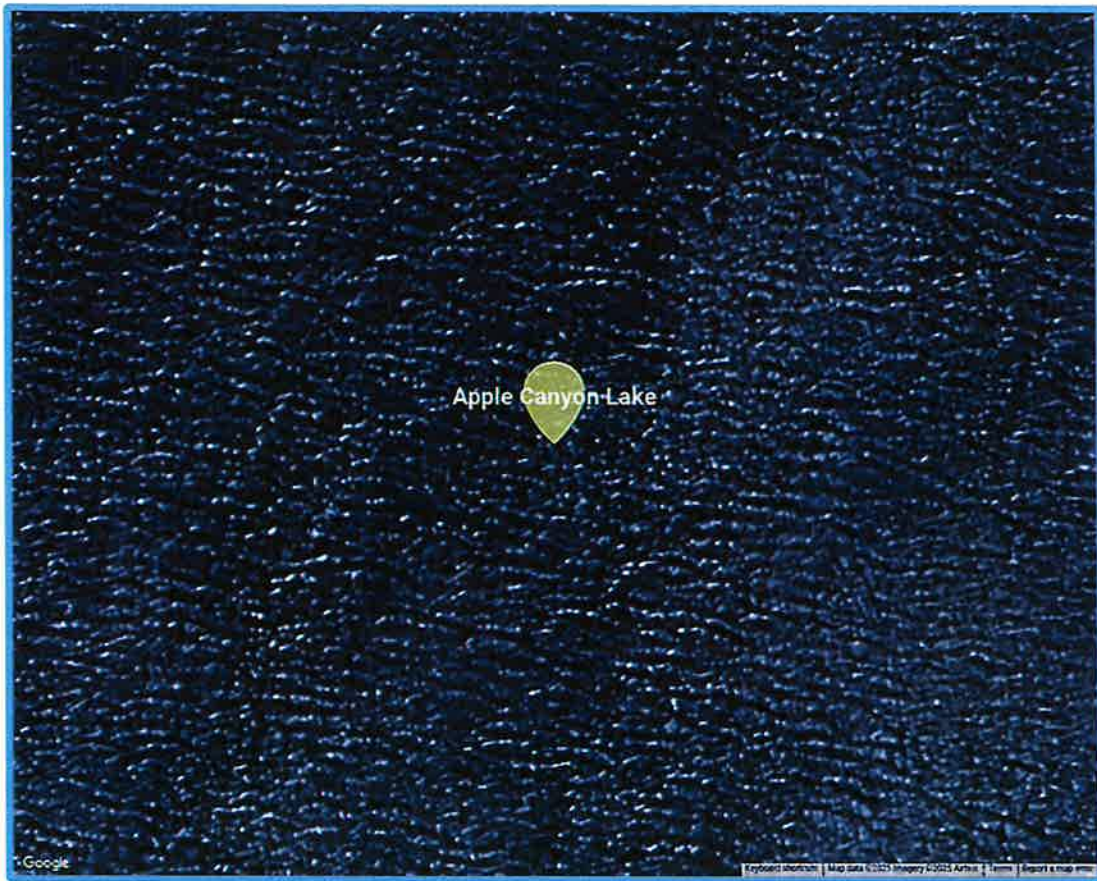
Brian Kiro

Office: 8478916260

Mobile: 8474895529

[bkiro@mcloudaquatics.com](mailto:bkiro@mcloudaquatics.com)





ID	DESCRIPTION	COLOR
Apple Canyon Lake	Shoreline application	



## SCOPE OF SERVICE

**Period of Control:** Bi-weekly visits mid-April through mid-October. Should the need for services arise prior to the start of the season, McCloud Aquatics will respond to your request as soon as possible (additional charges may apply).

**Frequency:** You will receive a site visit approximately every two weeks after initial service is started. Service is dictated by weather, boat access, dissolved oxygen levels and other growth-related conditions. A service report will be sent after each site visit. Photos can be provided upon request.

**Herbicides/Algaecides:** Our herbicide selection and the rates applied are dictated by the product label, species and extent of vegetation present, current and proposed water usage (i.e. used for irrigation, swimming, fishing, etc.) dissolved oxygen levels (no applications will be made when levels are below 5.0 ppm), other environmental conditions and our discretion, as there is an inherent risk of dissolved oxygen problems in waterbodies. All herbicides utilized are EPA registered, labeled for use in aquatic resources, and applied by licensed applicators. McCloud Aquatics will not be liable for clean-up or replacement of dead fish that could result from a decrease in dissolved oxygen.

**Communication:** McCloud Aquatics requires an on-site/off-site point of contact for communication purposes. McCloud Aquatics is always open to your questions or concerns and will provide factual answers to the point of contact(s) only. McCloud Aquatics will email a service report to the point of contact after each site visit. Our service report includes dissolved oxygen level, pH, water temperature, infestation(s), action taken, and water use restrictions, if applicable.

**Vegetation categories below are NOT included in the Standard Pond/Lake Maintenance Program:**

- Free Floating Plants, i.e., Duckweed\*, Watermeal\* (limited control)
- Floating Pondweed, i.e., American & IL Pondweeds
- Emerged Plants, i.e., Cattails, Arrowheads, American Lotus, Waterlily, Creeping Water Primrose
- Submerged Vegetation, i.e., Eelgrass\*
- Terrestrial vegetation in rocky shoreline
- No physical removal is offered.

\*Limited control is due to the genetic makeup of Duckweed, Watermeal, and Eelgrass, which can form a resistance to products used during treatment. It is also difficult to gain control due to the reintroduction through stormwater systems and waterfowl.

Our quotation is based on access to your lake/pond via our trailered boat and equipment, your current irrigation status, and reflects the entire cost of labor, equipment, chemical, insurance, state, and local licensing, NPDES permit, and guarantee. **(No guarantee for ponds with average depth less than 2 feet or no boat access).**

## TERMS AND CONDITIONS

### MATERIALS

- A. The Herbicide/materials used in aquatic services shall conform to federal, state, and local ordinances and are EPA registered for aquatic use.

### CLIENT RESPONSIBILITIES

- A. The customer shall extend all necessary cooperation to ensure effective results from aquatic management services, such as availability of boat access. With boat access comes the possibility of minor shoreline disturbances, such as tire depressions, shoreline tears and mud trails, if not a man-made structure. McCloud Aquatics shall be held harmless should events of this type occur.
- B. Customer is responsible for passing information along to the appropriate parties on restrictions due to herbicide applications that is related to: Fish consumption, live-stock drinking, swimming, irrigation.
- C. Label will dictate which restrictions will apply. High winds, heavy rains, water temperature, dissolved oxygen levels will determine any and all applications.
- D. Customer's signature attests to 1) financial responsibility, ability, and willingness to pay McCloud Aquatics within stated terms of Upon Receipt; 2) agreement to pay a finance charge of 1/2 % per month or 18% per year on all past due amounts older than 30 days; 3) agreement to pay all costs of collecting to include attorney's fees; 4) agreement, that for purposed of determining the location for bringing any legal action on the account, client agrees that any such action may be brought in a court in the county in which McCloud Aquatics principal place of business is located, or in such other county chosen by McCloud Aquatics.
- E. Allegations of property damage resulting from a service visit by McCloud Aquatics must be submitted in writing within 5 business days. McCloud Aquatics will review and submit McCloud Aquatic's findings to determine a fair and equitable resolution if McCloud Aquatics is found to be at fault.
- F. Fish kills must be reported with 24-48 hours to determine the "root" cause of the kill by calling 847-226-4718 for inspection and gathering of water parameters by McCloud Aquatics. If determined that the resultant fish kill was caused by our actions, McCloud Aquatics will remove and dispose of the fish collected and will replace only those game species at the time of stocking (spring and fall only), if requested. Fish replacement will be based only on the number of game species collected and not by the size. Exotic species and non-native game fish are excluded from replacement and or monetary reimbursement. Fish kills caused by acts of nature, weather, disease, bacteria, runoff, foul hooking, vandalism, pollution, turnover, or other events beyond our control, are not covered under the contract with McCloud Aquatics. There are no provisions, written or implied, concerning removal, disposal, or water testing to determine

cause, diagnosis, prevention, or odor reduction offered by McCloud Aquatics. McCloud Aquatics shall be held harmless should these events occur.

**SPECIAL PROCEDURES**

- A. Any service required outside the scope of the agreement will have to be agreed upon by both parties before any application can be performed.

**ONGOING MAINTENANCE PROGRAM**

- A. The terms of agreement for all ongoing programs or other annual plans are from the date of the proposal. All annual programs will not renew automatically after the term of the agreement unless the contract is terminated by either party within a written 30-day notice.
- B. All equipment purchased by the customer is your sole responsibility unless McCloud Aquatics is retained to perform any maintenance/service. Any aeration equipment that is missing or becomes damaged while under McCloud Aquatic's winter storage program will be replaced by McCloud Aquatics personnel.
- C. Customer approval of this contract includes the specifications that McCloud Aquatics will provide all services as scheduled in this document. Customer agrees to pay for all such services even if no client representative is available nor approving signature obtained by McCloud Aquatics at the time service is performed.
- D. Customer approval of this contract indicates your willingness to pay any associated fees for non-contracted vegetation treatments, special services, product/equipment purchases, and/or for add-on service to additional locations verbally requested and approved by you or your representatives.

**INSURANCE**

McCloud Aquatics provides the following insurance coverage at this time:

Worker's Compensation and Employer's Liability..... \$1,000,000  
General Liability ..... \$2,000,000 / \$4,000,000  
Automobile ..... \$2,000,000

The above is included in the Standard Policies from McCloud Aquatics. A certificate of insurance will be issued upon request and submitted upon acceptance of this agreement.

**CANCELLATION**

If for any reason you are not satisfied with McCloud Aquatics services, you may cancel this contract with a written 30-day cancellation notice mailed to the McCloud Aquatics office. McCloud Aquatics also reserves the right to cancel this agreement before 1 year for any reason.

For special jobs (i.e., dredging) that require specialty equipment and/or equipment rentals, we shall require a 24-hour cancellation notice or customer will incur a \$125.00 cancellation fee.

**LIMITED WARRANTY - THIS WARRANTY PROVIDES CERTAIN IMPORTANT LIMITED RIGHTS -**

McCloud Aquatics will guarantee up to 80% covered submerged vegetation and 80% of algae, excluding resistant algae, which are: Microcystic spp., Lyngbya spp., Oscillation spp., Hydrodictyon spp.. There is no guarantee for non-covered vegetation. Use of any other products (aquatic or otherwise) and/or service provider by any individual(s), agents, board members or owners of the property shall be cause for termination of the contract and McCloud Aquatics shall be held harmless as a result of such actions. McCloud Aquatics warrants that its application of treatments here under shall be in accordance with applicable herbicide/algaeicide regulations of the Environmental Protection Agency (EPA) and other applicable government agencies. **This warranty is exclusive and is lieu of any warranty of merchantability, fitness for a particular purpose or any other warranty or representation, expressed or implied, of any type or nature, with respect to any goods or services furnished by McCloud Aquatics, pursuant to this contract.** McCloud Aquatics representatives will make additional calls and treatments for covered vegetation in areas covered by this agreement, when deemed necessary and these extra service calls will be provided at no additional charge during work hours. Unless specified otherwise in the service agreement, special services and after-hours service calls will be provided on a cost-per-treatment basis. The parties agree that the client's sole and exclusive remedy against McCloud Aquatics in the event of continued infestation shall be the reapplication of treatment as described above. Client agrees that no other remedy shall be available to them. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES.

While McCloud Aquatics will employ every reasonable step to avert or limit fish kills regardless of the exercise of any level of care, it is impossible and impracticable to warrant that the application of any treatment or any actions or failures to act by McCloud will not cause directly or indirectly conditions to develop or persist in any treated water which could lead to or contribute to the death of any fish or other aquatic animals, or any other animal, insect or other creature who may interact with any treated water. Client expressly acknowledges and understands that there is a risk of a decrease in dissolved oxygen in treated bodies of water, as well as other conditions known and unknown which could arise in treated water that could lead to decreased oxygen levels or other conditions in the water which could result in fish kills or other loss of aquatic creatures. Fish kills must be reported within 24 hours following chemical applications by McCloud Aquatics employees. While McCloud Aquatics and its employees take the greatest care possible to read and follow product directions, resulting fish loss may still occur. McCloud Aquatics is NOT responsible for any fish kills should Client perform their own submerged weed or algae applications. Accordingly, **Client hereby agreed that McCloud Aquatics will not be liable for any harm, clean-up, and/or replacement of dead fish resulting from such decrease in dissolved oxygen or any other conditions of the treated water. Client further agrees to indemnify and hold McCloud Aquatics harmless from and to pay upon demand any claims, judgments, suits, complaints filed in any court or administrative agency, demands for arbitration ("Indemnity Items"), and all reasonable costs and attorneys fee incurred or anticipated to be incurred by McCloud in defending against said Indemnity Items including but not limited to any appeals.**

In no event shall McCloud Aquatics be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, weather, naturally occurring conditions of any kind or nature, the use or misuse of the Subject Property by Owner and any of Owner's other contractors, agents, guests and invitees, any failure to observe the Client's Responsibilities as outlined in this Agreement, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in Contractor's industry to resume performance as soon as practicable under the circumstances

The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any different additional terms proposed in Client's order are rejected unless expressly agreed to in writing by McCloud Aquatics authorized agent. The terms and conditions contained herein shall constitute an offer by McCloud Aquatics and may only be accepted on the terms herein set forth.

Client's Initials \_\_\_\_\_



# Memorandum

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**To:** Board of Directors  
**From:** Jon Sabo, General Manager  
**Memo:** 2024-34  
**Topic:** McCloud Aquatics Lake Contract

**Date:** April 19, 2025

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**Issue:** Lake health has been affected by algae, submerged weeds, and those with harmful algae blooms (HAB's). The contract accounts for these weeds and algae, in addition to identification of invasive species not covered under contract, data gathering, and tracking.

**Recommendation:** To approve the McCloud Aquatics Lake Contract.



705 E. North St.  
 Elburn, IL 60119  
 P: 847-891-6260  
 F: 630-448-1143  
 Email: info@mccloudaquatics.com

**Estimate**

38857REV  
 2/11/2025

**Billing**

Apple Canyon Lake  
 14A157 Canyon Club Dr.  
 Apple River, IL 61001

**Service Location**

14A157 Canyon Club Dr.  
 Apple River, IL 61001

**\*\*\*IMPORTANT\*\*\***

**MUST CIRCLE APPROPRIATE ANSWERS - Is pond(s) water used for IRRIGATION? YES or NO**

**\*\*\*PLEASE CHOOSE ONE PAYMENT METHOD BELOW AND CIRCLE:\*\*\***

1. 5% ANNUAL PRE- PAYMENT DISCOUNT (Valid on "STANDARD POND/LAKE "CONTRACTS" only. EXCLUDES equipment sales/repairs &/or application services. The 5% DISCOUNT will be REFLECTED on the INVOICE. Payment MUST BE RECEIVED by March 31st OF PROPOSED CONTRACT YEAR. NO EXCEPTIONS WILL BE GRANTED. Offer not valid with other "discounts" given.
2. SINGLE PAYMENT & will be invoiced on the 1st of April, upon receipt of signed contract and is due upon receipt.
3. TWO PART PAYMENT (Valid on vegetative pond contracts only, EXCLUDES EQUIPMENT & APPLICATION services). Invoiced on the 1st of April & June and is due upon receipt. (A 3% surcharge will be added to the contract amount for a two-part payment).
4. CONTRACTS RECEIVED AFTER JULY 31ST, MUST BE PAID IN FULL, PRIOR TO START OF SERVICE.

Qty	Item	Description	Amount	Total
	Standard Pond/Lake Contract	Treat for Algae/Chara and submerged weeds with inspections that focus on harmful algae blooms (HAB's) along with identification of invasive species not covered under contract. This estimate covers perimeter treatments up to 20' out from the shoreline. High traffic/impact areas such as beaches, marinas, boat docks, swimming platforms, will be spot treated with algaecides and contact herbicides as needed. Apple Canyon green space as well as homeowner shoreline not specifically associated with recreational traffic will not be targeted with additional treatments as we want this area contain vegetation for fish and overall lake health. Dissolved Oxygen, pH, Temperature will be taken and included in our report upon the completion of our treatment. We will include pictures of new or uncommon species of plants and will discuss options and recommendations. We will attend Board/HOA meetings as necessary. Includes a one time "early season" treatment of Curly Leaf Pondweed of up to 50 acres(up to 200 acre/feet of water volume in continuous plots. OR two(2) Twenty Five acre plots. This can be utilized in heavy boat traffic areas, or areas that were the most impacted last season. See line item below for additional weed treatment application options. These may be needed periodically during the season.	64,500.00	64,500.00

**Sales Tax (8.0%)**

**Total**

Sales Rep
BK

Signature/Date



705 E. North St.  
 Elburn, IL 60119  
 P: 847-891-6260  
 F: 630-448-1143  
 Email: info@mccloudaquatics.com

**Estimate**

38857REV  
 2/11/2025

**Billing**

Apple Canyon Lake  
 14A157 Canyon Club Dr.  
 Apple River, IL 61001

**Service Location**

14A157 Canyon Club Dr.  
 Apple River, IL 61001

**\*\*\*IMPORTANT\*\*\***

**MUST CIRCLE APPROPRIATE ANSWERS - Is pond(s) water used for IRRIGATION? YES or NO**

**\*\*\*PLEASE CHOOSE ONE PAYMENT METHOD BELOW AND CIRCLE:\*\*\***

1. **5% ANNUAL PRE- PAYMENT DISCOUNT** (Valid on "STANDARD POND/LAKE "CONTRACTS" only. EXCLUDES equipment sales/repairs &/or application services. The 5% DISCOUNT will be REFLECTED on the INVOICE. Payment MUST BE RECEIVED by March 31st OF PROPOSED CONTRACT YEAR. NO EXCEPTIONS WILL BE GRANTED. Offer not valid with other "discounts" given.
2. **SINGLE PAYMENT** & will be invoiced on the 1st of April, upon receipt of signed contract and is due upon receipt.
3. **TWO PART PAYMENT** (Valid on vegetative pond contracts only, EXCLUDES EQUIPMENT & APPLICATION services). Invoiced on the 1st of April & June and is due upon receipt. (A 3% surcharge will be added to the contract amount for a two-part payment).
4. **CONTRACTS RECEIVED AFTER JULY 31ST, MUST BE PAID IN FULL, PRIOR TO START OF SERVICE.**

Qty	Item	Description	Amount	Total
		<p>Period of Control: ***Bi-weekly visits Mid-April through Mid-October with a scheduled visit to occur on strategic days before July 4th and Labor day.*** Refer to Scope Of Service for additional details.</p> <p>Phosphorus testing mid summer in up to 4 inflow or problematic areas to obtain phosphorus data. Data can be used to help determine Nutrient Management treatment areas. Samples will likely be collected in June, July or August.</p> <p>Nutrient management is a water quality tool to help mitigate excess nutrients in the water column which may ultimately reduce vegetation growth. \$585 per acre per treatment utilizing EutroSORB WC</p>		

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Qty	Item	Description	Amount	Total
	Algae - Application	Planktonic algae blooms can be treated upon request. First 5 acres will be treated at no charge with \$235 per additional acre treated. When a planktonic algae bloom is treated, we will likely use a copper product with nutrient binding properties.	0.00	0.00
	Submerged Veg. - Application	Additional treatments if needed: Per application for Submerged Vegetation. Additional treatments for large acre plots such as coves, bays, fingers will be priced starting at \$425/acre with a minimum treatment application of 20 acres. Final pricing per treatment will be based on acre/foot of treatment zone.	0.00	0.00
	AC Water Test	Phosphorus testing in four Lake inflows in June, July, August. One fully mixed sample over deepest location. This will help create a baseline for 2025. Further data collection in coming years is recommended.	2,600.00	2,600.00
	Other	<b>**OPTIONAL** PLEASE SEE BELOW. INDIVIDUAL/GROUP ITEMS AVAILABLE:</b> Lake Management plan/Water Quality Program May include but not limited to: -xxKickoff meeting with the public for any and all to attend. -Aquatic Plant Survey: To assess a lakewide community of aquatic plants. -Water Quality Testing: To assess the chemistry of your lake.	0.00	0.00

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**\*\*\*IMPORTANT\*\*\***

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Qty	Item	Description	Amount	Total
		-xxSocial Survey: To identify stakeholder's goals, knowledge and conflicts. -xxShoreline Development Survey: To assess the disturbance of the shoreline. -xxBathymetry: To identify the bottom contour, vegetation and hardness. -AIS Survey: To identify locations and potential sources of aquatic invasive species -Watershed Assessment: To identify the region that influences your water quality. -Season Recap meeting: To discuss season results and set goals for next season. By collecting and analyzing this data, we can set REALISTIC GOALS and HELP YOU PLAN for your managed lake. ***Items can be selected and unselected from the above list to best fit Apple Canyon's need for information.*** Prices range from \$2500 - \$22,000. Please discuss which options you would like to hear more information on.		

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**Total**

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4. **CONTRACTS RECEIVED AFTER JULY 31ST, MUST BE PAID IN FULL, PRIOR TO START OF SERVICE.**

Qty	Item	Description	Amount	Total
		~~~~~ CHANGE ORDER ~~~~~ February 11, 2025 > Decreased price of Standard Pond/Lake Contract from \$65,500.00 to \$64,500.00. Changed description of Standard Pond/Lake Contract. (-\$1,000.00) > Changed description of Submerged Veg. - Application. (+\$0.00) > Changed description of Other. (+\$0.00) Total change to estimate -\$1,000.00 ~~~~~		
		~~~~~ CHANGE ORDER ~~~~~ February 12, 2025 > Added 1 AC Water Test. (+\$2,600.00) Total change to estimate +\$2,600.00 ~~~~~		

Our quotation is based on access of your lake/pond via our trailered boat and equipment, your current irrigation status, and reflects the entire cost of labor, equipment, chemical, insurance, state and local licensing, NPDES permit, and guarantee. (No guarantee for ponds with average depth less than 2 feet or no boat access).

Estimate is only valid for 30 days from the date of quote. We reserve the right to revoke (or null) the proposal if not accepted within 30 days.

See attached for Scope of Service & Terms and Conditions. EPA registered.

**Sales Tax (8.0%)** \$0.00

**Total** \$67,100.00

Sales Rep
BK

Signature/Date \_\_\_\_\_



# Memorandum

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**To:** Board of Directors

**Date:** April 19, 2025

**From:** Board of Directors

**Memo:** 2025-35

**Topic:** Wakeboats

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**Issue:** Wakeboats can be destructive if operated without care. Their tanks take on thousands of pounds of water to increase their weight, causing them to ride bow-up, stern-down. Along with powerful motors they produce strong high-energy wakes and prop wash.

Wakeboats can cause long-lasting damage to shorelines, erode vulnerable shorelines damage docks, endanger swimmers, swamp other boats. Wake boats also affect our aquatic ecosystem and fish nests. They can also cause algae blooms by stirring up sediment and reintroducing sequestered phosphorus and nitrates into the water column. Since the ballast tanks are difficult to clean, spread of invasive species easily happens.

A 2015 report by the Water Sports Industry Association (WSIA) stated problems are only caused if wakeboats are closer than 200 feet to the shore. Other more scientific, university sponsored studies stated at least 500 or even 1000 feet from shore was needed to prevent erosion.

It is important to not cause a wake that reaches the shoreline. Typically, for most other boats, that happens when they are normally operate outside the No Wake Zone. Currently, the Minnesota Department of Natural Resources (MDNR) and the WSIA recommend wakeboats operate a minimum of 200 feet from the shore. There is controversy over that distance, but it is a start.

**Recommendation:**