



BOARD OF DIRECTORS MEETING

JUNE 21, 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 ELECTION OF OFFICERS
 - 5.1 PRESIDENT
 - 5.2 VICE PRESIDENT
 - 5.3 SECRETARY
 - 5.4 TREASURER
- 6.0 COMMITTEE/COMMISSION REPORTS
- 7.0 TREASURER’S REPORT
- 8.0 GENERAL MANAGER’S REPORT
- 9.0 PRESIDENT’S REPORT
- 10.0 ANY ADDITIONS TO THE AGENDA
- 11.0 CONSENT AGENDA WITH BOARD LIAISON ASSIGNMENTS TO COMMITTEES/COMMISSIONS
- 12.0 UNFINISHED BUSINESS
 - 12.1 V. GENERAL VIOLATION FINES, BURNING/CUTTING TREES – 2nd Reading
 - 12.2 XX. HUNTING, DEER MANAGEMENT PROGRAM RULES AND REGULATIONS – 2nd Reading
 - 12.3 RECREATIONAL VEHICLE RULES & REGULATIONS UPDATES – 2nd Reading
- 13.0 NEW BUSINESS
 - 13.1 RATIFY EMERGENCY REPLACEMENT OF WATER FEATURE CONTROLLER & INSTALLATION
 - 13.2 SPILLWAY SAFETY FENCE
 - 13.3 THRIVING THISTLE BEACH YOGA
 - 13.4 GREENWAY STEWARDSHIP APPLICATION – 5A92 MANITOU CT
 - 13.5 GREENWAY STEWARDSHIP APPLICATION – 8A147 LIBERTY BELL CT
 - 13.6 2024 AUDIT REPORT
 - 13.7 ACLPOA EMPLOYEE BENEFITS RENEWAL
 - 13.8 ACL BUILDING AND ENVIRONMENTAL CODE V. 11-06-2024. – REVISIONS & ADDITIONS (112.3A) – 1st Reading

13.9 ACL BUILDING AND ENVIRONMENTAL CODE V. 11-06-2024. – REVISIONS & ADDITIONS
(127.1) – 1st Reading

13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)

14.0 ADJOURN

June 2025 – General Manager’s Report

Northstar – The issues affecting our Communications Modules have been cured. The App., Website, and Seed are functioning as expected. **Violations Module** – After Northstar cured another programming/code issue, we were able to fully implement the citation and violation modules for Security and AECC. This has allowed staff to properly issue and track citations and payments to be compliant with policy. The AECC clarified a key item at their June 7 meeting regarding when they view the discovery date of violations occurs and in turn Joe Wiener has been populating the recent 7 violations in Northstar. This functionality is critical for date verification and tracking to allow the process of suspension of privileges should a violators actions require it.

AECC – Building Inspector – With the clarification by AECC, Joe and I met and modified his procedures and the AECC application to make clear what is expected of the contractors and homeowners when applying for an AECC permit, displaying permits, and commencement of work. Further, we will then update Security’s process to issue citations to failure to display permits to begin the discovery clock which will then allow for a consistent enforcement of the AECC Building Code. This will relieve Security from having to cross over to the Building Inspectors/Chairperson obligation of enforcement.

BOARD ELECTION & ANNUAL MEETING – We were able to complete the audit of voting members with many lots finally having a proper voting member assigned. We also took the opportunity to cure issues with the blind trusts and revocable trusts authenticating which member has authority by receiving the appropriate pages of the trust which delegate control authority. Staff completed the preparation and stuffing without the need to close the office. All ballots were delivered to the Stockton Post Office on May 8, 2025. This is well ahead of the deadline within the Bylaws.

SECURITY STATS FOR Memorial Day Citations:

6 Spillway
1 Fireworks
3 unregistered boats
2 No 25 stickers
4 jumps on the water
1 golf cart tow
43 Complete safety checks
92 quick boat checks
7 over capacity UTV and golf cart warnings
7 amenity tag fishing checks
2 K&S stops stickers and boat measures
12 phone calls
4 Creel checks DNR was out and gave citations
3 employee incidents Sherriff Office gave citations on the roadways to UTVS
1 Found new rental home Sherriff Office stopped to check in on Memorial Day.
1 lost dog
17 parking warnings at all locations

COLLECTIONS- Within the Treasurer and Financial Manager report.

MARINA FUEL MULGREW CONTRACT ANALYSIS – The Executive Committee asked me to proceed to proposal with Saunders Oil for Marina Fuel.

POOL WELL – We replaced the impellers and pressure was restored.

Pool Pump and Controller replacement – We had the pump rebuilt, installed a more appropriate controller with phone app connection, and ordered a stock pump which totals approximately \$10,800.

LEAK – POOL or POOL MAIN – The leak was the gutter return line, the leaking joint was repaired, the leak stopped.

FISHHOUSE – We had an issue with the grinder, which closed the fish house for a couple of days. The septic vendor was able to router out the impacted fish from the line and drained the tanks allowing the reopening.

**** - Employee Benefit renewals. I will have the best and final offers on Tuesday, June 17. Once received and reviewed, I will finalize the Motion Card and Email it for the needed motion at the June 21, 2025 Board meeting.**

**Apple Canyon Lake Property Owners Association
Board of Directors Meeting Minutes
May 17, 2025**

UNAPPROVED

- 1.0 Call to Order:** Meeting called to order by President Nolan Mullen at 8:01 am. Other Directors present: Bob Ballenger, Bill Becker, Carmel Cottrell, Brian Holt, Mark Kosco, Debra McNamee, Laura Pratt, and Mike Ward.
- 2.0 Executive Session** – motion to proceed to executive session made at 8:01 am by Laura Pratt. Seconded by Bill Becker. Motion carried unanimously.
- 3.0 Return to Open Session** – motion to return to open session made by Bob Ballenger at 9:06 am. Seconded by Laura Pratt, 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, Bill Becker, Carmel Cottrell, Brian Holt, Mark Kosco, Debra McNamee, Laura Pratt, and Mike Ward. General Manager Jon Sabo was also present.
- 5.0 Treasurer’s Report** – will be in *The Apple Core*. We have collected 96% of dues, with payment plans total is 98%. Budget meeting on Monday at 9:00 am.
- 6.0 Committee/Commission Reports**
Legal – Carmel Cottrell reported they are still working on documents.
Golf – Mark Kosco reported the Big Cup is July 19, first night golf will be August 9. Some bunkers removed, some repaired. Bunkers look really nice now.
Maintenance – Carmel Cottrell reported that Henry Doden was elected Chair.
- 7.0 General Manager Report** – Jon Sabo reported last month we discussed potentially banning golf carts from using our trails. Senior underwriter from our insurance company came out and rode with Julie in our UTV vehicle. Our efforts were well received – they are not going to restrict the use of golf carts on our trails. However, no one under 18 can be permitted to operate any motor vehicle on our trails, even if parent is present. Learned that some ballots were not received – they were dropped off at the post office on May 8. Quarter final state high school bass tournament went off wonderfully yesterday. Thank you to all of the volunteers. Between that event and the previous event, three of those families decided to buy lots. We completed the bunker rehabilitation. Amenity tags at all parking lots are necessary, new signage at the Marina. Experiencing technology issues that will impact almost every owner. JCE-Co-op and NorthStar are working diligently to fix this issue. Fish house – unfortunately both water valves had ruptured over the winter. Repaired and fish house is open. Also motor replacement on the pool’s well is fixed and pool will open on Saturday.
- 8.0 President’s Report** – will be in *The Apple Core*.
- 9.0 Any Additions to the Agenda** – Mark Kosco motioned “to add, under Unfinished Business, 11.2 General Manager Goals.” Seconded by Bob Ballenger, motion carried unanimously.
- 10.0 Consent Agenda** – Mark Kosco motioned “to approve the Consent Agenda.” Seconded by Bill Becker, motion carried unanimously.
- 11.0 Unfinished Business**
11.1 Greenway Stewardship – 2nd Reading - motion to approve by Deb McNamee, seconded by Carmel Cottrell. Discussion: Application is good; couple of corrections in the letters. Appreciate everyone for all of the work on this. With the software we currently own, we could digitize all of this. Less paper and reduce the documents going back and forth. Time stamps will be very important. Mike Ward believes that this stewardship program applies to anybody, including ACL staff as it relates to preserving our trees. Suggesting, in terms of the staff, that they follow this stewardship program the same way we are asking our property owners to. Jon Sabo – Tyler works with NRCS and the county

forester as a parallel process as to what the savanna and prairie grants were. NRCS telling Tyler what goes and what stays. Will communicate in more detail to the board on why this work here vs. this work here. Deb McNamee – We considered sources from the state of Illinois in order to put our tree list together. We know it is an approved list. However, good trees are being taken down. Jon Sabo – Tyler’s activity is to remove trees that don’t belong. Cedar for example. NRCS and Forestry do give Tyler guidance that is rooted in the state’s list. If in the process, short stumps will be left. The mapping will show that. We are trying to be more thoughtful – instead of having four areas in process. Nolan Mullen – that was part of the grant, \$50,000, three-to-five-year project. We do the work, take pictures, send them in and we get our grant money. In order to get their money, we have to follow the rules. Jon Sabo – We are supposed to be a [an oak] savanna, not a forest. Mike Ward – getting back to long range planning and vision, this is one of the topics. Looking at what we want ACL to be five years from now. Then make sure programs, policies and regulations follow that. Motion carried unanimously.

11.2 GM Goals – Laura Pratt motioned “to approve the GM goals as presented.” Seconded by Carmel Cottrell, motion carried unanimously.

12.0 New Business

12.1 V. General Violations Fines, Burning/Cutting Trees - 1st Reading – Bill Becker motioned “to suspend Roberts Rule of Order.” Seconded by Mark Kosco, motion carried unanimously. Discussion: fees should be the same (\$10,000 vs. \$1,000). These regulations are for people that have not agreed to the Greenway Stewardship program. Designed to be the catch all outside the 50-foot buffer within the greenway. We didn’t have an actionable fine if you cut one of our trees down in the greenway. Tree dead or alive? Need a permit in both cases? Yes. What is driving this isn’t the 50 foot and isn’t the regulated program. Within the 50 feet, we had some teeth in the building code. Outside of that, the fine was not sufficient to deter. Brian Holt – restoration expense – important.

12.2 XX. Hunting, Deer Management Program Rules and Regulations – 1st Reading – Discussion: went back and forth between Rules & Regulations and Deer Management. Fine with the language.

12.3 Recreational Vehicle Rules & Regulations Updates – 1st Reading – Discussion: from the insurance requirements, would change wording - must be 18 and over with a valid license (UTVs/ATVs). Encourage people to drive with headlights on during operation. 430 golf carts registered – will they need headlights on the trails? Not every vehicle has headlights. “If equipped” was added in the old rule (for golf carts). Seat belts? If equipped, you should be using them. Goal is to promote the highest operation of safety

Bill Becker motioned “to reinstate Roberts Rule of Order. Seconded by Carmel Cottrell. Motion carried unanimously.

12.4 Greenway Stewardship Application Approval – 8A49 Constitution Drive – Mark Kosco motioned “to approve final approval for applicant to proceed per the terms and recommendations agreed to in the application.” Seconded by Carmel Cottrell. Discussion: Conservation is requesting board give final approval. Been through several approval processes, including the general manager and approved by AECC before coming to the board. Concerns about maintenance. Pam Opyd – we will designate two volunteers per applicant, and they will be reviewing the maintenance and the progress of the work required. Otherwise, they would be in default of the agreement. We could add in our recommendation that the owner agrees to more detailed maintenance going forward. For this application the greenway is a very small portion, very limited on what you can do because the area is so small. Motion carried unanimously.

12.5 Greenway Stewardship Application Approval – 1A61 Blackhawk Lane. – Brian Holt left room, having stated this could be a potential conflict of interest for him. Mark Kosco motioned “to approve final approval for applicant to proceed per the terms and recommendations agreed to in

the application.” Seconded by Deb McNamee. Discussion: Pam Opyd explained that this greenway area is very large and we divided this into three phases. Yellow line is the boundary of the phases. This application is only focused on one area – phase one. Motion carried with seven ayes. Brian Holt was absent for vote.

13.0 Property Owner Comments

Mark Kosco, 01-074 – pleasure working with Bill Becker on the board over the last three years.

Bill Becker – been a privilege serving on this board. It’s been an honor. Thank you for giving me this chance.

Mary Hannon 8-239 – Is there a way we can make this meeting Zoom link easier to find? Concerned that we are not selling the Rumble & Roll tickets the week before the event or the day of. Reason why we are not doing this? Does not make sense – we are losing a lot of money.

George Drogosz 8-48 – Am I correct in assuming everybody riding on trails has to have a license and 18 years old? Why raise the limit? Awesome job on Maintenance commission by Carmel Cottrell.

Henry Doden 13-127 – Original films where someone was water skiing on the lake. In that film, not a tree around the lake at that time. I don’t want to see the lake that way. We bought a tree-mulching attachment that could probably take out some of the stumps. Winchester project – trees do not look that healthy, need watering. Guarantee on these trees? Never see our nine-digit zip code used – mailings should have that so mail can be processed quicker.

Roger VanDerLeest 15-3 – compliment Jon and Julie for taking care of the fish house. Thank you, did a great job.

Steve Davis 11-193 – Thank you to everyone on the board, hard job. Seems like we are cutting everything down, comments that it looks like stump city. We did have a machine that used to cut them down. Grant money – we won’t have to worry about that if we don’t take care of the dam. Shrubs growing. Prioritize the job –We have to protect the dam.

Rich Hedges 10-9 – Trees – everything here has been beautiful, but for the last two years this whole side of the Marina looks like a tornado went through. Trees still laying there, tree stumps still there. Family and friends ask what is going on. Trail – concrete tire stop rolled down over the years, still laying there.

Looks terrible, embarrassing when friends come out. Dead tree limb hanging since last year. Dangerous.

Gary Hannon 8-239 – Regarding greenway, disparity on what it should look like. Comes to conservation - we all agree, not forest, but savanna. Need to clear some trees out a little bit. Understand 50-foot buffer goes to AECC; so why does it need to come back to board for healthy discussion after approved by AECC. Consent agenda only? Last year we had a commitment from this board for electronic voting to the table for this year’s election. Know you are told by attorneys that you cannot comment. But if there is a valid question, a valid answer is needed. Forget the attorney that you cannot comment. Electronic voting – would love to know where that went to.

14.0 Adjourn – motion to adjourn by Mark Kosco at 10:41 am. Seconded by Carmel Cottrell, motion carried unanimously.

Recording Secretary, Rhonda Perry

President, Nolan Mullen

Corporate Secretary, Laura Pratt

Date



Memorandum

To: Board of Directors

Date: June 21, 2025

From: ACLPOA

Memo: 2025-53

Topic: June Consent Agenda

Recommendation: To approve/adopt minutes from the May 17, 2025, Board meeting.

To approve Mark Clausen to join the Lake Monitoring Commission; to approve Pam Opyd to join the Strategic/Long Range Planning Commission; and to accept Bill Ware's resignation from the Lake Monitoring Commission.

The Zebra Mussel Ad Hoc Commission charge has been completed. To approve dissolving the Zebra Mussel Ad Hoc Commission.

To approve Bobbi Decker, Udderly Delicious, Concession Agreement.

To approve Phil Miskimon, Louisiana Snowball, Concession Agreement.

General Manager's Action on Behalf of Deer Management Commission

Designated Fund Request: Notice of approval of purchase of target & arrow rest not to exceed \$700.

General Manager's Action on Behalf of Golf Commission Designated Fund

Request: Notice of approval of \$113 for flower purchases around the Pro Shop, flagpole area, and tee boxes.

General Manager's Action on Behalf of Golf Commission Designated Fund

Request: Notice of approval of actual costs up to \$3,500 to fund live music at the Pro Shop throughout the entire summer as part of "Summer Nights at the Pro Shop". Each band will be a separate draw from the designated fund account and the Pro Shop Manager can use up to the total amount for all summer. Not to be used past the last day of summer, September 21, 2025.

To approve the reassignment of Board Liaisons: *See attached.*

2025 Board Liaison Assignments

AECC –

Board Policy –

Budget/Audit –

Campground –

Conservation –

Dam Advisory –

Deer Management –

Employee Handbook –

Golf –

Legal –

Maintenance –

Nominating –

Recreation –

Rules & Regulations –

Safety & Emergency Planning –

Strategic/Long Range Planning –

Tellers –

Trails –

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is entered into this day of 5/22/2025, 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 Udderly Delicious having its principal office at 2968 S Curtiss Rd Stockton IL 61085 (“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:  Signed at
2025-05-22 12:38:12

Name: Bobbi Decker

Its: Co-Owner

EXHIBIT "A"



CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is entered into this day of 5-20-25, 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 Louisiana snowball _____ having its principal office at 3346 Loras Dr Freeport Illinois (“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: Communication & Recreation
Manager

Concessionaire

By:  Signed at:
2025-05-20 20:13:18

Name: Phil Miskimon

Its: Owner

EXHIBIT "A"





Memorandum

To: Board of Directors

Date: June 21, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-45

Topic: V. General Violation Fines, Burning/Cutting Trees – 2nd Reading

Issue: Increase fine for unauthorized trimming or cutting of trees in common areas under V. General Violation Fines, Burning/Cutting Trees.

Recommendation:

Original:

- Partial cutting or trimming of or downing of trees on common property without prior written permission of the General Manager *Up to \$1,000
- Burning or cutting to clear on common property without prior written permission of the General Manager *Up to \$1,000 *per tree, plus **restoration expense
*per occurrence, plus restoration expense
**Restoration to be defined as: Act of restoring, putting back into nearly original form
- Cutting or trimming of trees within 50 feet of the shoreline without prior AECC approval \$1,000 per tree (see ACL Building and Environmental Code, 123.5 Shoreline Buffer Zone and 107.1,C., 3., c.)
- Violations of the burning regulations may result in the following fines:
 - Private Property: \$100
 - Greenways: Up to \$1,00
 - Open Field Burning: Up to \$1,000

Updated:

- Partial cutting or trimming of or downing of trees on common property without prior written authorization of the General Manager or designee *\$10,000 per tree, plus **restoration expense
*per occurrence, plus restoration expense
**Restoration to be defined as: Act of restoring, putting back into nearly original form.

- Cutting or trimming of trees within 50 feet of the shoreline without prior AECC approval \$10,000 per tree, plus restoration expense (see ACL Building and Environmental Code, 123.5 Shoreline Buffer Zone and 107.1,C., 3., c.)
- Violations of the burning regulations may result in the following fines:
 - Private Property: \$100
 - Greenways: Up to \$1,000
 - Open Field Burning: Up to \$1,000



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-45

Topic: XX. Hunting, Deer Management Program Rules and Regulations – 2nd Reading

Issue: Request by Deer Management to update Rules #6 & #15 under XX. Hunting, Deer Management Program Rules and Regulations.

Recommendation:

Original:

6. Commission members will inspect tree stand locations with participant to ensure that they meet all ACL requirements before hunting.

Updated:

6. Commission members will inspect the tree stand locations with all new participants and upon request of current participants to ensure they meet all ACL requirements before hunting.

Item #15 shall be replaced with the following items 15a-15f:

Original:

15. Participants must follow reporting instructions as provided at the orientation meeting. Participants are also required to send in a harvest report for each animal taken within a week. In addition, all participants must follow Illinois state check-in regulations.

Updated:

15a. Upon a hunter harvesting a deer, the hunter must tag the animal with an IDNR Deer Tag before transferring the deer.

15b. No deer will be taken off the Apple Canyon Lake Association Property prior to check-in.

15c. Hunter must take deer to the Apple Canyon Lake Security Office on the same day of harvest.

15d. Hunter will acquire a confirmation number with the IDNR Call Center at the Apple Canyon Lake Security Office.

15e. Hunter will present their hunting license and the second of the two-part to Apple Canyon Lake Security Personnel.

15f. Hunter will assist Apple Canyon Lake Security Personnel with the CWD Process.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Dave Homb, Rules & Regulations Commission Chair

Memo: 2025-47

Topic: Recreational Vehicle Rules & Regulations Updates (*V. General Violation Fines, and XII. Motorized Vehicles – Recreational*) – 2nd Reading

Issue: Updated changes to V. General Violation Fines, Motorized Vehicles – Recreational, and XII. Motorized Vehicles – Recreational.

Recommendation:

V. General Violation Fines, Motorized Vehicles – Recreational

Add: *Operating a recreational vehicle with passengers in the cargo area \$250*

XII. Motorized Vehicles – Recreational, Subsection E, Equipment

3. Original: Operable headlights and taillights are required if used after sunset.

3. **Updated:** ATVs/UTVs are required to always have headlight(s) and tail lamp(s) turned on if equipped during operation.

Add: 4. *Seatbelts are required to be worn in all UTVs. (Change original rule #4 to #5)*

XII. Motorized Vehicles – Recreational, Subsection F, Operation Limitations

12. Original: Passengers are prohibited from riding in open flat bed or on a “pull-a-long” or “tow behind” trailer or cart, etc. attached to an approved vehicle; the number of passengers in a single vehicle may not exceed the manufacturer’s recommendation, and/or actual seat count.

12. **Updated:** Passengers are prohibited from riding in cargo area or on any trailer or cart attached to an approved vehicle.

Add: 13. No person may ride in or on any part of a motorized recreational vehicle that is not designed or intended by the original manufacturer to be used by passengers for seating purposes.

Add: 14. The number of passengers within a UTV may not exceed the original maximum capacity for the vehicle as established by the vehicle manufacturer or exceed the number of passenger restrains (e.g. seatbelts) designed and installed for the vehicle by the original manufacturer.

(Change current #13 & #14 to #15 & #16)

XII. Motorized Vehicles – Recreational, Subsection H, Staging Areas

- d. Original: Upper Clubhouse parking lot.
 - d. **Updated:** Firehouse Fitness parking lot.
-

XII. Motorized Vehicles – Recreational, Subsection I, Lawful Operation

- a. Original: Possessing a valid driver's license or permit of state of origin.
- a. **Updated:** Must be 18 years of age or older and possess a valid driver's license.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Board of Directors

Memo: 2025-48

Topic: Ratify Emergency Replacement of Water Feature Controller & Installation

Issue: The water feature controller broke before the Memorial Day weekend pool opening.

Motion by Laura Pratt - I motion to authorize the emergency replacement of the water feature controller and installation as a reserve expense not to exceed \$15,000.

Seconded by Brian Holt - I second the motion.

Director's voting: Carmel Cottrel – Aye; William Becker - Aye; Robert Ballenger - Aye; Mark Kosco - Aye; Mike Ward - Aye; Deb McNamee - Yes; Brian Holt - Aye; Laura Pratt - Aye; Nolan Mullen - Aye.

Motion Carries unanimously - Ratification to occur at the June 21, 2025, meeting.

Recommendation: Ratify emergency replacement of the water feature controller & installation as a reserve expense.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Jon Sabo, General Manager

Memo: 2025-50

Topic: Spillway Safety Fence

Issue: A safety fence along both sides of the spillway channel - main land and dam are required for life safety and for our Dam ownership obligation.

We acquired three bids: two qualified and one unqualified were received. Kelly Custom Fencing, Inc. = \$19,675.00; Hulscher Fencing, Inc. = \$21,490.00 and unqualified from Safe Link Fencing = \$8,000. Conversation with Safe Link did not alter their inappropriate pricing.

Recommendation: Accept and approve Kelly Custom Fencing, Inc. proposal to install approximately 450 feet of 6-foot galvanized chain link fence with two 4-foot gates near the spillway in the amount not to exceed \$20,000. Further, apply the project cost to the spillway replacement project's G.L.



(815)858-4913

rolson4913@gmail.com

Customer: Apple Canyon Lake Contact: ed.ziarko@applecanyonlake.org Date: 4/18/25

Address: Apple Canyon Lake

<p><i>“Offering you peace of mind when it comes to the safety of those you love, whether they have two or four legs!”</i></p>	<p><i>Installation Plan</i></p>
<p>We hereby propose to furnish the materials and perform the necessary labor to complete the designated fencing project. Customer is responsible for obtaining the building permit (if applicable) unless otherwise discussed, having PRIVATE utilities marked, and for the knowledge of the property lines. Contract and warranty provided upon request. To begin the project a 50% deposit is required, with the remainder due upon completion. Receipts will be provided upon request. There is a 6% upcharge if paying with a card.</p>	<div style="text-align: center;"> <p>4' gateway</p> </div> <div style="text-align: center;"> <p>4' gateway</p> </div>
<p>Safe Link Fencing to have PUBLIC utilities marked</p>	
<p>Style: galvanized chain link</p>	
<p>Total Footage: 356'</p>	
<p>Height: 6'</p>	

Quotation prepared by: **Ryan Olson**

Subtotal	\$8,000
Tax	Included
Total	\$8,000
Down	\$4,000
Balance	\$4,000

Thank you for your business!

Kelly CUSTOM FENCING INC

2119

5458 N. Pea Ridge Road

Scales Mound, IL 61075

815-541-7604

DATE:

4-22-25

Estimate #

TO: Apple Canyon Lake POA

Estimate to Install Approximately
450 feet of 6 foot tall galvanized
chain link fence w/ 2-4' gates
near the spillway @ Apple Canyon
Lake
- All materials/Labor Provided

TOTAL DUE:

19,675⁰⁰



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Jon Sabo, General Manager

Memo: 2025-51

Topic: Thriving Thistle – Beach Yoga

Issue: Certified yoga instructors who currently offer classes at The Thriving Thistle would like to provide yoga instruction at Nixon Beach. The class would be held weekly on Saturdays from 8:30 - 9:30 AM. The Thriving Thistle would like to begin ASAP - August 30, 2025. The cost is \$15.00 per week, per attendee, with \$3.00 of that \$15.00 being accumulated and given back to ACLPOA at the end of the summer. All those in attendance will need to present an amenity tag & parking permit and/or be guests of those presenting proper documentation.

Recommendation: To allow The Thriving Thistle to host Beach Yoga at Nixon Beach from present to August 30, 2025, provided the participants and their guests provide the proper documentation to access the private amenity.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Conservation Commission

Memo: 2025-54

Topic: Greenway Stewardship Application Approval – 5A92 Manitou Ct

Issue: The above-referenced Greenway Stewardship Application has been approved by the Natural Resource Manager, the General Manager, the Conservation Commission and the AECC.

Recommendation: The Conservation Commission is requesting the Board provide the final approval for this applicant to proceed per the terms and recommendations agreed to in the application.

Greenway Stewardship Applicant Agreement

Applicant Name: TJ GARDNER

Lot Address: 5A92 MANITOU CT BIG SPRING

Mailing Address 5A92 MANITOU CT

Primary Telephone # 630 552 1827 Email GARDNER.TJ@EMAIL.COM

• Preferred contact (circle one) Email Phone

1. Site location (include drawing, pictures, or map).

- Is the site located within the 50ft shoreline buffer zone? Yes No
(if yes, AECC approval is required.)

2. Plan for restoring the site.

a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.

b. Types of trees and shrubs to be **removed**

-Tree/amount- (example: boxelder/5, black locust/4, cedar/3)
NO TREES, ONLY SAPLINGS

-Shrubs- (example: honeysuckle, multiflora rose)

c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

NO NEW PLANTINGS. PROTECT OAK TREE SAPLINGS DISCOVERED IN AREA

-Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the

NONE

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

- d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN.

Work to be done by (circle one): Homeowner Contractor

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number: SELF

1. Maintenance plan

- a. Weeding, trimming or watering as needed.
No spraying unless approved by ACL staff.
No spraying native plants, only invasives.

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at greenways@applecanyonlake.org.

Deviations from the approved Agreement: The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 5-92

1. Clear invasive brush and continue to support volunteer oaks closest to property line but outside of 50' buffer.
Mowing will be permitted by the Owner from his property line to the front of Arrowhead Point for community access but only approximately 10' in width. The area adjacent to the mowed access lane will be left to grow and will be reseeded in the fall/winter.

3. Natural Resource Manager will continue to restore Arrowhead Point and spot spray invasives. All work within the 50' buffer will be performed by the Natural Resource Manager.

4. _____

5. _____

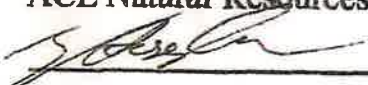
Signature of Applicant

TJ Gardner

Date

6/4/2025

ACL Natural Resources Manager



Date

6/6/2025

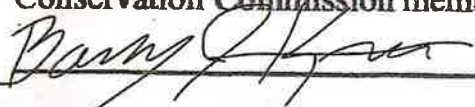
Conservation Commission member



Date

6/9/2025

Conservation Commission member



Date

6-9-2025

Signature of AECC member
(If within 50ft buffer zone)

Date:

Committee/Commission Actions-

Approved

Disapproved

Conservation Commission action:

Date: 6/9/25

Signature of Conservation Commission Chairperson

Pamela Opyd

AECC action:

Approved

Disapproved

Date: _____

Signature of AECC Chairperson

ACL General Manager action:

Approved

Disapproved

Date: 6-12-25

ACL General Manager Signature

[Signature]

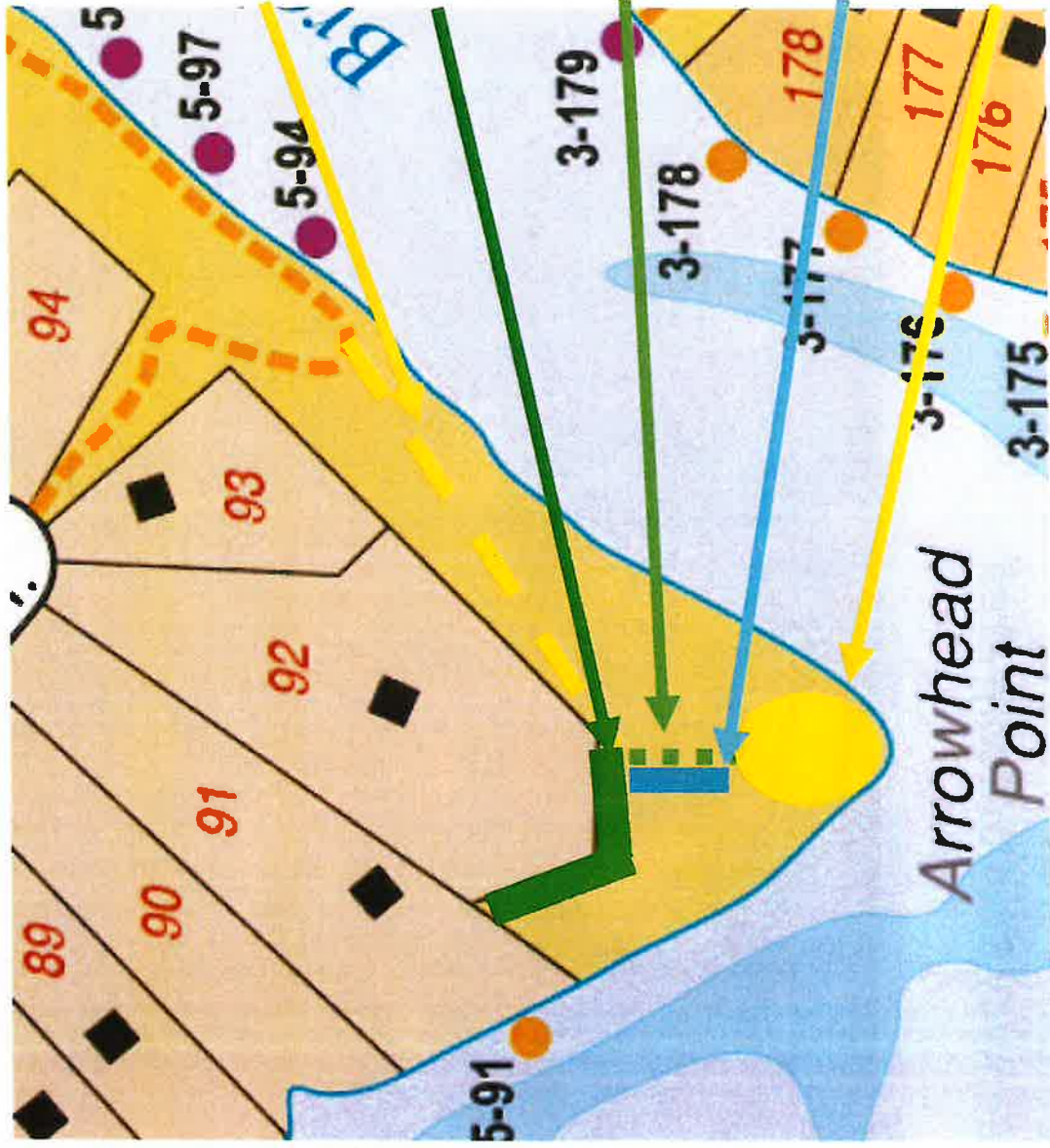
Board of Directors:

Approved

Disappro

Date: _____

TJ Garden – 5A92 Manitou Court



Request maintenance clear old pathway to Arrowhead Point

Clear invasive brush and maintain oaks growing in area. Plant native prairie seeds.

Mow approximately 10' wide lane for access to community

Plant native prairie seeds in the area that was previously mowed

Spot spray invasives by NRM

TJ Garden – 5A92 Manitou Court Greenway Stewardship Area

11-1



**TJ Garden – 5A92 Manitou Court
Area to be maintained by NRM**



Memo



To: Conservation Committee

Date: 5/27/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Gardner 5A92

Issue:

The homeowner would like to restore the area and have more native plants grow and save some volunteer oaks in the area. The area has a lot of large walnut trees and some mature oaks along with some boxelder, hackberry and basswood. Honeysuckle has taken over the majority of understory. The homeowner would like to keep the path to the point and help keep the newly cleared area on the point open, if possible, too.

Recommendation:

The area would be a large undertaking if the homeowner alone did the work, but if we keep it to the area that is closest to the home and on flatter ground while focusing on the understory brush, it will be easier on the homeowner. The area closest to the home already has a few volunteer oaks that the homeowner would like to save as the oaks will have a good root system that can survive the rocky terrain. This area also still has honeysuckle growing throughout it and will be easier for the homeowner to access. We have suggested that the trail area be narrowed to allow more native vegetation to grow and be less disturbance. The face of the point will be left to the Natural Resource Manager to spot spray what undesirable plants are coming back from initial clearing during the winter. The homeowner has been informed about a few places to acquire native seeds to sow in late fall or winter to allow for the spring freeze/thaw to pull the seed into the soil without having to work the soil potentially leading to erosion issues.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Conservation Commission

Memo: 2025-55

Topic: Greenway Stewardship Application Approval – 8A147 Liberty Bell Ct

Issue: The above-referenced Greenway Stewardship Application has been approved by the Natural Resource Manager, the General Manager, the Conservation Commission and the AECC.

Recommendation: The Conservation Commission is requesting the Board provide the final approval for this applicant to proceed per the terms and recommendations agreed to in the application.

Greenway Stewardship Applicant Agreement

Applicant Name: Steve Burgdorf

Lot Address: 8a147 Liberty Bell Ct
Apple River, IL 61001

Mailing Address Same as above

Primary Telephone # 815-858-4649 Email: burggg2@gmail.com

• Preferred contact (circle one). Email Phone

1. Site location (include drawing, pictures, or map).

- Is the site located within the 50ft shoreline buffer zone? Yes No
(if yes, AECC approval is required.)

2. Plan for restoring the site.

a. Summary of invasive plants, bushes, shrubs and trees Applicant would like to remove.

b. Types of trees and shrubs to be **removed**

-Tree/amount- (example: boxelder/5, black locust/4, cedar/3)

Boxelder/8, mulberry/6

-Shrubs- (example: honeysuckle, multiflora rose)

Honeysuckle, multiflora rose

c. Trees to be planted. The Applicant may ask to plant more trees if desired, but planting must be approved by the CC.

None

-Please list trees to be **planted**. (example: white oak/2, shagbark hickory/1) See attached list of recommend tree species. If you wish to deviate from the

approved tree list, the requested tree species need to be approved by CC and or the NRM or their designee.

- d. What planting will take place to restore the site? Must plant native forest or prairie seeds depending on the area. See attached list of approved plant species. If you wish to deviate from the approved planting list, the plantings need to be approved by CC and or the NRM or their designee. AECC prohibits the use of plastic netting for seed covers.

ALL TRIMMING OF TREES AND REMOVAL OF TREES, PLANTS, SHRUBS, AND BUSHES WILL BE REVIEWED BY THE CC, NRM OR DESIGNEE. ALL TREES (3" IN DIAMETER OR LARGER) WILL BE MAPPED, MEASURED AND IDENTIFIED. THE NRM OR DESIGNEE WILL TAG TREES TO BE PRESERVED AND INDICATE TREES TO BE REPLACED OR TRIMMED, AND MAKE ANY CHANGES DEEMED NECESSARY TO THE APPLICANT'S PLAN.

Work to be done by (circle one): Homeowner Contractor

Applicant acknowledges and agrees that other than the Applicant specifically named in the Application, no individual or entity may perform any portion of the work in the greenway area as outlined in the Application without a written contract in place between such individual/entity and the Applicant.

Applicant further acknowledges and agrees that under no circumstances will any portion of the work be performed in the greenway by any individual or individuals under the age of 18.

Contractor name and number: _____

1. Maintenance plan

- a. Weeding, trimming or watering as needed.
No spraying unless approved by ACL staff.
No spraying native plants, only invasives.

2. The Applicant must notify the GM via email 24 hrs. prior to start of the project at greenways@applecanyonlake.org.

Deviations from the approved Agreement: The Applicant acknowledges that any deviation from the approved Agreement will result in a fine. A summary of the trees that were

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A147

1. Applicant will continue to remove the invasive underbrush and throw some shade resistant native seed mix down
2. Applicant will allow greenway grasses to grow accept for parking area and pathway to association dock
3. No trees will be cut down or trimmed
4. _____
5. _____

Signature of Applicant

Steve Bungdorf

Date

5/14/2025

ACL Natural Resources Manager

Date

Conservation Commission member

Date

Conservation Commission member

Date

Signature of AECC member
(If within 50ft buffer zone)

Date:

Greenway Stewardship Applicant Agreement

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A147

1. Applicant will continue to remove the invasive underbrush and throw some shade resistant native seed mix down
2. Applicant will allow greenway grasses to grow accept for parking area and pathway to association dock
3. No trees will be cut down or trimmed
4. _____
5. _____

Signature of Applicant

Date

ACL Natural Resources Manager

Date



5/10/25

Conservation Commission member

Date



5/10/25

Conservation Commission member

Date



5.10.25

Signature of AECC member
(If within 50ft buffer zone)

Date:

Committee/Commission Actions-

Approved

Disapproved

Conservation Commission action:

Date: 6/9/25

Signature of Conservation Commission Chairperson

Pamela Opyd

AECC action:

Approved

Disapproved

Date: _____

Signature of AECC Chairperson

ACL General Manager action:

 Approved

Disapproved

Date: 6/22/25

ACL General Manager Signature



Board of Directors:

Approved

Disapproved

Date: _____

8A147 Liberty Bell Ct. Burgdorf Steve & Linda





Memo

To: Conservation Committee

Date: 4/3/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Burgdorf 8A147

Issue:

The homeowner would like to restore the area and have more native plants grow. The area is mostly overgrown with small saplings (mulberry, boxelder, cherry, walnut) and honeysuckle that has taken over most of the understory except where the homeowner has already been working (third year of working in area). There are a few oaks in the area that could be saved to allow for oak regeneration.

Recommendation:

The area is small enough and the homeowner just wants to work up to the large maple tree that is along the trail. With the honeysuckle and other undesirable plants being the focus, the homeowner doesn't want to take any trees down mainly due to skill level, this will be a fairly simple project. The trees are mainly between 2-4in diameter but are close enough together that they will just get hung up when they are felled. The homeowner should be able to remove the underbrush and throw some native seed mix down, one that can handle some shade, and routinely go through the area that they have already worked in and look for resprouts of honeysuckle or other undesirable plants. With time this can be a nice buffer zone for the lake.

Recommendation to mow in the greenway on the following page.



8A147 boat dock mowing

 **Natural Resource Manager** <naturalresources@applecanyonlake.org>

To Pam - Conservation Commission Chair, Jon Sabo

Reply Forward Delete



Morning,

I wanted to let you know that we came to an agreement on the area by boat dock 8-137 that the homeowner has been mowing for the past years to allow for utv parking. Jon, Steve and I met on Wednesday (4/30) and went over the area of concern and talked about what they were comfortable with and marked out the area to be left to grow back and the area to be allowed for parking at boat dock. They agreed to let the marked area grow back and fingers crossed we can burn it this fall and throw some prairie seed down to allow some flowers to pop up next year!

Thank you,

Tyler Hesselbacher
Natural Resource Manager
Apple Canyon Lake
naturalresources@applecanyonlake.org

APPROVE 5-7-22

Greenway Stewardship Program Application

Name: Steve Burgdorf Lot #: 8A147

Address: 8A147 Liberty Bell Ct

Primary Telephone #: _____ Call Phone #: 815.858.4649

Email Address: burggg2@gmail.com

1. Site location (describe location of project and include a drawing, pictures, or map)
North of our property along the cove shoreline.

2. Plan for restoring the site

a. Plants, bushes, and trees to be removed

Thorn bushes, vines, honeysuckle, and invasive saplings to be removed.

b. What planting will take place, if any, to restore the site? (Site may be left to natural emerging grasses, etc. If natural planting is not planned, but temporary ground cover may be required to avoid run-off)

None planned at this time.

3. Maintenance plan (Fall burning is strongly recommended every two years or as needed)

Cut underbrush every 2-3 years.

Property Owner Agreement

(to be filled out by ACL staff member and Conservation Committee volunteers)

Owner agrees to complete the following recommendations for greenway restoration at Lot 8A147;

1. Remove debris by burning or hauling (asked to help)
2. Seed clean with grass for ground cover
3. Possibly remove ^{seven} some of the smaller trees/saplings
4. Remove brush along water edge and seed with prairie grass
5. _____

Signature of Property Owner

Date

Steve Buzdoff

5/18/22

Signature of ACL staff member

Date

[Signature]

5/5/22

Conservation Committee members

Date

[Signature]

5-7-2022

[Signature]

5/7/22

Conservation Committee action: Approved Denied Date: _____

Signature of Conservation Committee Chairperson

P. M^oy Letts Wiener



Memorandum

To: Board of Directors

Date: June 21, 2025

From: ACLPOA

Memo: 2024-54

Topic: 2024 Audit Report

Recommendation: To accept the 2024 Audit Report.



Catalano, Caboor & Co.
Certified Public Accountants and Consultants

Presentation of Audit Report for 2024

For



APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

For the Years Ended
December 31, 2024 and 2023

1



APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION

For the Years Ended December 31, 2024 and 2023

Audit Objective and Our Responsibilities

- Our objectives are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatements (*Note that absolute assurance is not provided, nor can we detect all errors or fraud*)
- Upon completion of the audit, we are required to express our opinion about whether or not the Financial Statements present fairly the financial position of the Association in conformity with U. S. generally accepted accounting principles (GAAP)
- We are required to be independent and to conduct the audit in accordance with our industry standards



Catalano, Caboor & Co.

2



APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
For the Years Ended December 31, 2024 and 2023

Our General Process

- We use our professional judgement to identify and assess the risks of material misstatement of the Financial Statements and perform procedures in response to those risks to obtain evidence of the amounts in the Financial Statements
- Assessment of risks includes obtaining an understanding of the Association's accounting system, procedures, and internal controls. *(the audit is not an opinion about the effectiveness of internal controls)*
- We evaluate the appropriateness of accounting policies and significant estimates used by management

Catalano, Caboor & Co.

3

Selected and Summarized Financial Information - 2024 and 2023



	By Fund			Association Total	Prior Year Total	Variance
	Operating	Capital	R&R			
Assets, Liabilities, and Fund Balances						
Assets	7,924,367	2,375,639	1,712,139	12,012,145	10,767,337	1,060,365
Liabilities	769,850	2,284,783	1,493,158	4,547,791	4,239,768	308,023
Fund Balances	7,154,517	90,856	218,981	7,464,354	5,599,079	752,342
Revenue and Expenses						
Revenues Recognized	5,158,672	36,948	873,416	6,069,036	6,182,102	(113,066)
Expenses Incurred	4,506,230	-	-	4,506,230	5,864,445	(1,358,215)
Depreciation Expense	625,921	-	-	625,921	605,621	20,300
Net	26,521	36,948	873,416	936,885	(287,964)	1,224,849
Cash Flow						
Revenues Collected	4,983,992	536,948	568,466	6,089,406	6,113,937	(24,531)
Expenses Paid	4,616,331	-	-	4,616,331	5,333,408	(717,077)
Cash flow from operations	367,661	536,948	568,466	1,473,075	780,529	692,546
Purchase of Assets and Investmnts	(803,374)	(1,920,133)	321,942	(2,401,565)	(890,697)	(1,510,868)
Transfers between Funds	704,950	284,443	(989,393)	-	-	-
Net Increase (Decrease) in Cash	269,237	(1,098,742)	(98,985)	(928,490)	(110,168)	(818,323)
Cash at Beginning of Year	473,374	1,098,742	1,296,254	2,868,370	2,978,538	(110,168)
Cash at End of Year	742,611	-	1,197,269	1,939,880	2,868,371	(928,491)

Catalano, Caboor & Co.


4



APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
For the Years Ended December 31, 2024 and 2023

General Audit Communications

- We encountered no difficulties in dealing with management or performing our audit
- We had no disagreements with management about the financial accounting or reporting
- We found no material misstatements that required correction

 Catalano, Caboor & Co.



APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION
For the Years Ended December 31, 2024 and 2023

Audit Conclusion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Apple Canyon Lake Property Owners' Association as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

 Catalano, Caboor & Co.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: ACLPOA

Memo: 2025-56

Topic: ACLPOA Employee Benefits Renewal

Issue: The ACLPOA employee benefits program was up for renewal.

ACL is considered a large employer which causes our healthcare benefits to be medically underwritten and claims based. The initial proposal from BlueCross BlueShield was for a 17.72% increase, which is very high given the typical renewal in our region is between 7 and 12%. Brian Coyle and Reese Insurance Group fully marketed our benefits this year to Blue Cross, Aetna, Cigna, Dearborn, Angle, and UHC.

United Health Care (UHC) and Aetna provided reasonable options to consider, and the other carriers' rates were higher, or they declined to offer a rate. Brian went back to Blue Cross with the other carriers' rate to ask for reconsideration, Blue Cross affirmed their offer of an increase of \$55,013 annually or 17.72%. UHC came back with a 5.74% increase or \$17,815 annually over the current Blue Cross rates.

Recommendation: Move to accept and switch to United Health Care's – Option 6 plan for an increase of 5.74% over current Blue Cross rates and accept Principals renewal of non-health care benefits with a mixed increase of 4% over current rates.

		Current/Renewal				
Carrier		BlueCross BlueShield of Illinois		BlueCross BlueShield of Illinois		
Plan Name		MIBPP2075	MIBPP2075	MIEEE4045 HSA	MIEEE4045 HSA	
Network Name		Participating Provider Organization [PPO]		Participating Provider Organization [PPO]		
Plan Details		In-Network	Out-of-Network	In-Network	Out-of-Network	
Current Individual Deductible		\$1,500	\$3,000	\$3,200	\$6,400	
Renewal Individual Deductible		\$1,500	\$3,000	\$3,500	\$7,000	
Current Family Deductible		\$4,500	\$9,000	\$6,400	\$12,800	
Renewal Family Deductible		\$4,500	\$9,000	\$7,000	\$14,000	
Coinsurance		80%	60%	100%	100%	
Current Individual Out of Pocket		\$3,500	\$10,500	\$3,200	\$6,400	
Renewal Individual Out of Pocket		\$4,000	\$12,000	\$3,500	\$7,000	
Current Family Out of Pocket		\$10,500	\$31,500	\$6,400	\$12,800	
Renewal Family Out of Pocket		\$12,000	\$36,000	\$7,000	\$14,000	
Office Visits - Primary Care		\$35 Copay	40% After Ded	0% After Ded	0% After Ded	
Office Visits - Specialist		\$60 Copay	40% After Ded	0% After Ded	0% After Ded	
Preventive Care		No Charge	40% After Ded	No Charge	0% After Ded	
Emergency Room Visits		\$150 Copay		No Charge After Ded		
Urgent Care Visits		20% After Ded	40% After Ded	0% After Ded	0% After Ded	
Diagnostic Tests (X-Ray, Blood Work)		\$35 or \$60 Copay	40% After Ded	0% After Ded	0% After Ded	
Imaging (CT/PET Scans, MRIs)		20% After Ded	40% After Ded	0% After Ded	0% After Ded	
Outpatient Surgery		20% After Ded	40% After Ded	0% After Ded	0% After Ded	
Hospital Stay		20% After Ded	\$300 Copay, Then 40% After Ded	0% After Ded	\$300 plus deductible	
Prescription Drugs - Preferred		\$5/\$15/\$60/\$110/\$250/\$350		0% After Ded		
Prescription Drugs - Non-Preferred		\$15/\$25/\$80/\$130/\$250/\$350		0% After Ded		
Monthly Premiums	PPO	HSA	Current Rates	Revised Rates	Current Rates	Revised Rates
Employee	9	0	\$680.70	\$818.22	\$612.66	\$746.89
Employee & Spouse	5	0	\$1,462.80	\$1,725.20	\$1,316.56	\$1,568.48
Employee & Child(ren)	0	0	\$1,290.58	\$1,504.80	\$1,161.55	\$1,368.09
Family	6	0	\$2,072.66	\$2,411.78	\$1,865.45	\$2,192.68
Monthly Premiums			\$25,876.26	\$30,460.66	\$0.00	\$0.00
Current Annual Premium			\$310,515.12		\$0.00	
Renewal Annual Premium			\$365,527.92		\$0.00	
			\$ Difference From Current		\$0.00	
			% Difference From Current		0.00%	

		Options 9 and 10				
Carrier		Aetna AFA		Aetna AFA		
Plan Name		Option 7: 30018726 CPOSII1500		Option 8: 30018761 CPOSII 3250 HSA		
Network Name		AFA CPOSII1500 80/50 CY V24		AFA CPOSII3250 HSA 100/50 TE CY V24		
Plan Details		In Network	Out of Network	In-Network	Out-of-Network	
Individual Deductible		\$1,500	\$3,000	\$3,250	\$10,000	
Family Deductible		\$3,000	\$9,000	\$6,500	\$30,000	
Coinsurance		80%	50%	100%	50%	
Individual Out of Pocket Maximum		\$5,500	\$13,000	\$7,500	\$20,000	
Family Out of Pocket Maximum		\$11,000	\$39,000	\$15,000	\$60,000	
Office Visits - Primary Care		\$25 Copay	50% coinsurance	\$35 Copay	50% coinsurance	
Office Visits - Specialist		\$75 Copay	50% coinsurance	\$75 copay	50% coinsurance	
Preventive Care		No Charge	50% coinsurance	No Charge	50% coinsurance	
Emergency Room Visits		\$300 Copay, Then 20% After Deductible		0% after Deductible		
Urgent Care Visits		\$75 Copay	50% coinsurance	0% After Ded	50% coinsurance	
Diagnostic Tests (X-Ray, Blood Work)		20% coinsurance	50% coinsurance	0% After Ded	50% coinsurance	
Imaging (CT/PET Scans, MRIs)		20% coinsurance	50% coinsurance	0% After Ded	50% coinsurance	
Outpatient Surgery		20% coinsurance	50% coinsurance	0% After Ded	50% coinsurance	
Hospital Stay		20% coinsurance	50% coinsurance	0% After Ded	50% coinsurance	
Prescription Drugs - Preferred		\$3/\$6/\$10/\$20/\$45/\$75		\$3/\$6/\$10/\$20/\$50/\$80		
Monthly Premiums	PPO	HMO	Current Rates	Underwritten Rates	Current Rates	Underwritten Rates
Employee	9	0	\$680.70	\$676.56	\$612.66	\$578.89
Employee & Spouse	5	0	\$1,462.80	\$1,770.51	\$1,316.56	\$1,492.45
Employee & Child(ren)	0	0	\$1,290.58	\$1,402.04	\$1,161.55	\$1,184.75
Family	6	0	\$2,072.66	\$2,449.75	\$1,865.45	\$2,059.69
Monthly Premiums			\$25,876.26	\$29,640.09	\$0.00	\$0.00
Current Annual Premium				\$310,515.12		
Renewal Annual Premium				\$355,681.08		
				\$ Difference From Current		\$45,165.96
				% Difference From Current		14.55%

		Options 6 and 7			
Carrier		United Healthcare Level Funded		United Healthcare Level Funded	
Plan Name		Option 6: P1000i80LX22B		Option 7: HP3300CP25B- HSA	
Network Name		Choice Plus		Choice Plus	
Plan Details		In Network	Out of Network	In-Network	Out-of-Network
Individual Deductible		\$1,500	\$3,000	\$3,300	\$6,400
Family Deductible		\$2,000	\$6,000	\$6,600	\$12,800
Coinsurance		80%	50%	100%	50%
Individual Out of Pocket Maximum		\$2,000	\$8,000	\$3,300	\$12,000
Family Out of Pocket Maximum		\$4,000	\$16,000	\$6,600	\$24,000
Office Visits - Primary Care		\$25 Copay	50% After Ded	0% After Ded	50% After Ded
Office Visits - Specialist		\$75 Copay	50% After Ded	0% After Ded	50% After Ded
Preventive Care		No Charge	50% After Ded	No Charge	50% After Ded
Emergency Room Visits		\$300 Copay, Then 20% After Deductible		0% after Deductible	
Urgent Care Visits		\$50 Copay	50% After Ded	0% After Ded	50% After Ded
Diagnostic Tests (X-Ray, Blood Work)		20% After Ded	50% After Ded	0% After Ded	50% After Ded
Imaging (CT/PET Scans, MRIs)		20% After Ded	50% After Ded	0% After Ded	50% After Ded
Outpatient Surgery		20% After Ded	50% After Ded	0% After Ded	50% After Ded
Hospital Stay		20% After Ded	50% After Ded	0% After Ded	50% After Ded
Prescription Drugs - Preferred		\$10/\$35/\$75/\$250	\$10/\$35/\$75/\$250	0% After Ded	50% After Ded
Monthly Premiums	PPO HSA	Current Rates	Underwritten Rates	Current Rates	Underwritten Rates
Employee	9 0	\$680.70	\$743.43	\$612.66	\$655.98
Employee & Spouse	5 0	\$1,462.80	\$1,540.19	\$1,316.56	\$1,352.26
Employee & Child(ren)	0 0	\$1,290.58	\$1,364.75	\$1,161.55	\$1,198.94
Family	6 0	\$2,072.66	\$2,161.50	\$1,865.45	\$1,895.22
Monthly Premiums		\$25,876.26	\$27,360.82	\$0.00	\$0.00
Current Annual Premium		\$310,515.12			
Renewal Annual Premium		\$328,329.84			
\$ Difference From Current		\$17,814.72			
% Difference From Current		5.74%			

Background: Reese Insurance Group went for full marketing of our employee benefits this year. Blue Cross, Aetna, Dearborn, UHC, Angle, and Cigna. The incumbent – **Blue Cross last and final number is an increase of 17.72% or \$55,013 annual increase over current rates. Aetna came forward with a product offer that is 14.55% more than Blue Cross or \$45,166 more than Blue Cross' current rate. United Health Care (UHC) came back with a best and final of 5.74% or \$17,815 annual increase more than Blue Cross' current rate.**

Non Medical Benefits (Life, ADD, STD, LTD, Vision, Dental) – Incumbent Principal – is offering a renewal rate with a mixed increase of \$2000 annually which is 4% increase. Reese shopped other providers, but product mix and rates were not better than Principal.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Joseph Wiener, ACL Building Inspector

Memo: 2025-49

Topic: ACL Building and Environmental Code v. 11-06-2024. – Revisions & Additions (112.3.A) – 1st Reading

Issue & Analysis: *Amended Declaration to Conform to CICAA, Article VII., Section 1. Powers of the Committee.*

Item a. Generally. The AECC shall have the power subject to the Board's approval to adopt building codes, guidelines and standards governing the quality, design, workmanship and materials and colors to be used for all proposed construction or improvements.

Amended Declaration to Conform to CICAA, Article III., General Restrictions, Section 4. Materials to be Used and Size of Dwellings.

Building exteriors must be made of concrete, masonry, vinyl, brick, frame, log construction, or other such building materials as may be approved by the AECC. All exteriors must be painted, stained or finished in colors that are compatible and harmonious with the natural setting and other buildings within the immediate area, as determined by the AECC.

ACLPOA's Primary Governing Documents remain the same from year to year unless there is a vote and approval of the membership before any changes can be made. The Secondary Governing Documents can be changed at any time with those changes going into effect immediately but require approval by the ACLPOA Board of Directors.

For Association purposes, the ACL Building and Environmental Code (Code) is a Secondary Governing Document. The Code acts as an amendment to the Jo Daviess County currently adopted version of the International Residential Code for One- and Two-Family Dwellings (IRC). Details of specific interest to the Association are recorded in the ACL Building and Environmental Code. Our Code supersedes the IRC when ACL requirements are more restrictive than the IRC.

The AECC has unanimously approved the attached proposed language changes to the Code. The majority of these changes may be considered "housekeeping" in that typographical errors are corrected, duplications are removed, new technology is

recognized, some guidelines and design standards are changed, and missing words are inserted. The minimum Dwelling square footage is changed in accordance with Article VIII, Section 4.

Recommendation: Regarding The Apple Canyon Lake Building and Environmental Code,

In accordance with Article VII.c.ii., to adopt the attached revisions to 112.3 Garage Construction-Attached/Detached A. Attached and Built-in Garages of the 11/16/2024 version of the Apple Canyon Lake Building and Environmental Code, as unanimously approved by the Architectural and Environmental Control Committee on March 1, 2025 at their regularly scheduled meeting. Add is in bold face. Deleted is struck out. Items 3, 4, 5 are renumbered.

1. Construction same as required for the Dwelling.
2. **All Garage to Dwelling separations shall meet Jo Daviess County Building Code Requirements.** ~~The attached garage shall be separated from the dwelling and its attic by not less than two (2) layers of five-eighths inch (5/8") type X gypsum board or its equivalent.~~
~~Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than two (2) layers of five-eighths inch (5/8") type X gypsum board or its equivalent.~~
~~Where the separation is a floor-ceiling assembly, the structure supporting the separation shall be protected by not less than two (2) layers of five-eighths inch (5/8") type X gypsum board or its equivalent.~~
3. Any future modification or penetration of the firewall must be properly caulked or resealed to maintain the fire rating.
4. If there is a door opening between garage and Dwelling or habitable room, a 1-3/4" self-closing twenty (20) minute fire rated door is required.
5. Installation of house heating unit or other fuel burning appliance in garage space is not permitted. Install 1-hour fire rated partition between space containing house heating unit or other fuel burning appliance and garage space.

No vote to be recorded at this time.



Memorandum

To: Board of Directors

Date: June 21, 2025

From: Joseph Wiener, ACL Building Inspector

Memo: 2025-52

Topic: ACL Building and Environmental Code v. 11-06-2024. – Revisions & Additions (127.1) – 1st Reading

Issue & Analysis: *Amended Declaration to Conform to CICAA, Article VII., Section 1. Powers of the Committee.*

Item a. Generally. The AECC shall have the power subject to the Board's approval to adopt building codes, guidelines and standards governing the quality, design, workmanship and materials and colors to be used for all proposed construction or improvements.

Amended Declaration to Conform to CICAA, Article VII., Section 1. Powers of the Committee.

Item c. Power to Grant Variances, Adopt Rules. item ii. The AECC may adopt rules, including rules to be applied in requests for variances, building requirement forms, general building procedure requirements including, but not limited to, adoption or acceptance of national or local building codes, either in whole or in part, for use during the construction improvements upon the Lots, the Common Properties or the Reserved Properties, provided that all such rules and general requirements be approved by the majority of the Board of Directors prior to implementation and use.

ACLPOA's Primary Governing Documents remain the same from year to year unless there is a vote and approval of the membership before any changes can be made. The Secondary Governing Documents can be changed at any time with those changes going into effect immediately but require approval by the ACLPOA Board of Directors.

For Association purposes, the ACL Building and Environmental Code (Code) is a Secondary Governing Document. The Code acts as an amendment to the Jo Daviess County currently adopted version of the International Residential Code for One- and Two-Family Dwellings (IRC). Details of specific interest to the Association are recorded in the ACL Building and Environmental Code. Our Code supersedes the IRC when ACL requirements are more restrictive than the IRC.

The AECC has approved the attached proposed language changes to the Code carried with 6 Yea, 0 Nay, 1 Abstention.

Recommendation: Regarding The Apple Canyon Lake Building and Environmental Code,

In accordance with Article VII.c.ii., to adopt the attached revisions to 127 Sanitary Systems (S101) 127.1 Requirements as in the 11/16/2024 version of the Apple Canyon Lake Building and Environmental Code, as unanimously approved by the Architectural and Environmental Control Committee on May 3, 2025 at their regularly scheduled meeting. Add is in bold face.

C. The minimum replacement septic tank size allowed is one thousand five hundred (1,500) gallons. ***Any house used for vacation rentals (including short term/transient) will be required to meet the minimum replacement tank size.***

E. A house may be classified as a four-bedroom unit but be designed to have more than four bedrooms occupied on occasion. In this instance, the number of bedrooms multiplied by five hundred (500) will be used to determine the required septic tank volume (minimum 1,500 gal.) while allowing the drain field to be designed for four bedrooms. ***Additionally, any house used for vacation rentals (including short term/transient) will require a minimum septic tank volume of 1,500 gal. with a suitably designed drain field.*** Annual systems inspections may be required by the AECC when issuing a permit in which concessions are made to these requirements.

No vote to be recorded at this time.