



BOARD OF DIRECTORS MEETING

August 16, 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 COMMITTEE/COMMISSION REPORTS
- 6.0 TREASURER’S REPORT
- 7.0 GENERAL MANAGER’S REPORT
- 8.0 PRESIDENT’S REPORT
- 9.0 ANY ADDITIONS TO THE AGENDA
- 10.0 CONSENT AGENDA
- 11.0 UNFINISHED BUSINESS
 - 11.1 GREENWAY STEWARDSHIP APPLICATION – 8A271/272 JEFFERSON CT
 - 11.2 WAKEBOATS – DISCUSSION ONLY
- 12.0 NEW BUSINESS
 - 12.1 GREENWAY STEWARDSHIP APPLICATION – 8A48 CONSTITUTION DR
 - 12.2 DAM ADVISORY RECOMMENDATION #1
 - 12.3 DAM ADVISORY RECOMMENDATION #2
 - 12.4 DAM ADVISORY RECOMMENDATION #3
- 13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 14.0 ADJOURN

Memorandum



To: Board of Directors

Date: August 16, 2025

From: ACLPOA

Memo: 2025-69

Topic: August Consent Agenda

Recommendation: To approve/adopt minutes from the July 19, 2025, Board meeting.

To approve Jon Nyhuis to join the Rules & Regulations Commission, to approve Ken Johnson to join the Conservation Commission, to approve Jeff Rice to join the Safety & Emergency Planning Commission, to accept Marilyn Detweiler's resignation from the Tellers Commission, and to accept Joe Reifsteck's resignation from the Campground Commission.

To approve Colbi Skaggs, That 1 Place (bean), Concession Agreement.

**Apple Canyon Lake Property Owners Association
Board of Directors Meeting Minutes
July 19, 2025**

UNAPPROVED

1.0 Call to Order

Meeting **called to order** by President Nolan Mullen at 8:00 am. Brian Holt in attendance as secretary. All Directors were present (Bob Ballenger via Zoom). General Manager Jon Sabo was also present.

2.0 Executive Session

Mark Kosco **moved to proceed to executive session** made at 8:01 am. **Seconded** by Deb McNamee.

Deb McNamee left the meeting at 8:15 am.

3.0 Return to Open Session

Mark Kosco **moved to return to open session** at 9:03 am. **Seconded** by Brian Holt.

Motion carried unanimously.

4.0 Pledge of Allegiance

After the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Nolan Mullen, Bob Ballenger (present for quorum via Zoom), Carmel Cottrell, Crystal Erdenberger, Brian Holt, Mark Kosco, Brett Livengood, and Mike Ward. General Manager Jon Sabo was also present.

5.0 Committee/Commission Reports

Golf Commission

Anthony Frieri reported that the Big Cup event was planned for that afternoon and evening, and that hopefully the weather will get better. Fairways are a little bigger, and everything is going well.

Conservation Commission

Pam Opyd gave an update on the watershed goals. The Commission is working on addressing violations in the greenways. The Greenway Stewardship program is going well, with one on the agenda today for board approval. Zebra mussels now fall under Conservation, who is working on that as well, discussing best way to deal with them.

Nominating Committee

Mike Yorke reported the Nominating Committee had their first meeting of the cycle. Three seats will expire again. The process of finding more candidates is underway.

Recreation Commission

Mike Ward reported there are funds in the budget to put in 18x15 sunshade, which was already approved by the board. It will hopefully be installed before the upcoming pickleball tournament in August.

Strategic Long-Range Planning Commission

Mike Ward reported the Commission talked a lot about the new format and what we are trying to accomplish. Meeting of the Whole scheduled on August 23, 2025, from 8:00 am to 12:00 pm. There are currently about 45 identified participants. Following that meeting, a survey will go out to all property owners.

Budget Commission

Crystal Erdenberger reported that budget planning meetings have started.

Rules & Regulations Commission

Brian Holt reported that the Commission met this month and had a detailed discussion about wake boats and lake safety. The Commission will continue to work on those topics.

6.0 Treasurer's Report

Crystal Erdenberger announced they will publish the Treasurer's report on the website. Staff and the Budget Commission have begun working on the 2026 budget. This month's Treasurer's Report shows we are above the annual budget. We are looking at all accounts to come up with better investment strategies, focusing on funds that won't be used right away, to maximize interest income. Also looking at revenue and expenses—some work to do on our events. Working on our amenities that could be revenue generated—some are at losses. We are very much improving on our losses over the years. Hoping we can keep this up.

7.0 General Manager's Report

Jon Sabo reported he will be having a meeting with Apple River State Bank & First Community Bank of Galena CEO Joel Holland on Monday. Reserves have been kept in a pooled account. Some accounts could be in better yielding accounts.

Winchester Bay Grant: State of Illinois is indicating a 60-day turnaround once project is in final approval—will address that on Monday. We will invoice the state for \$348,000.

Pro Shop reports \$66,000 added revenue (Jan to June). Been an appreciable catalyst—more sales, higher tickets. Investment has really paid off. Through the end of June, we're showing a profit of \$85,902, which is much better than we had budgeted for. Will continue to build efficiency.

Weed harvester motor failed two weeks ago with the same issue with the block two years ago. Fischer delivered a loaner motor; installation began on Friday. Territory may loan or rent theirs, but we have lost two weeks of harvesting.

Next zebra mussel treatment is next week. Working with Conservation. We want the membership to review the stats.

There was a bad UTV accident on the trails. Please drive slowly, use your headlights, and don't drink and drive.

8.0 President's Report

The President's Report will be in The Apple Core.

9.0 Any Additions to the Agenda

Carmel Cottrell **moved to add** "Dredge Accessory Equipment" to the agenda. **Seconded** by Mark Kosco.

Motion carried unanimously.

10.0 Consent Agenda

10.1. Main Consent Agenda

Carmel Cottrell **moved to approve** the Consent Agenda, which included the following items:

1. Approve minutes from the June 21, 2025, Board meeting
2. Approve Charlene Wooley to join the Tellers Commission and Mark Fill to join the Trails Commission
3. Approve General Manager's action on behalf of the Deer Management Commission Designated Fund Request. The Board was notified of the approval to purchase three youth archery bows with center arrow rest, which right- and left-handed archers may use. These bows will be used during Youth Archery Day. Amount not to exceed \$150.
4. Approve General Manager's action on behalf of the Golf Commission Designated Fund Request. The Board was notified of the approval to spend up to \$300 to purchase LED lights and batteries to light up hold boundaries and hazards. The LED lights are reusable and will eliminate the need to purchase glow sticks in the future.

The Board was notified of the approval to spend up to \$80 to purchase LED hat light clips for the Golf Commission to sell during Night Golf events.

The Board was notified of the approval to reimburse the actual cost of night golf glow balls to be ordered by the Pro Shop Manager for both the August and September Night Golf events. The Golf Commission Chair and Pro Shop Manager will determine the number of balls to be purchased. The Pro Shop Manager will make the purchase, and the Golf Designated Fund can be charged for the actual cost of the night golf balls.

5. Approve General Manager's action on behalf of the Golf Commission Designated Fund Request. The Board was notified of the approval to spend up to \$500 for the purchase of golf-related items to raffle off as part of the Big Cup Fundraiser.

6. Approve General Manager’s action on behalf of the Golf Commission Designated Fund Request. The Board was notified of the approval to spend up to \$250 for the purchase of golf-related items to use in the silent auction as part of the Big Cup Fundraiser.
7. Ratify AECC Appointment: Nolan Mullen **moved to appoint** Brian Holt to AECC as a Board voting member. **Seconded** by Crystal Erdenberger. **Motion carried** unanimously with all Directors voting. This motion was made and voted on via email to allow the July AECC meeting to proceed with a quorum.

Brian Holt **requested** the approval of the minutes from the June 21, 2025, Board meeting **be moved to a separate agenda item** for discussion.

Mark Kosco **seconded** the approval of the remaining Consent Agenda.

Motion carried unanimously.

10.2. Approval of the Minutes of the June 21, 2025, Board Meeting

Brian Holt noted the reformatted minutes and requested any feedback on the updated format.

Due to the lack of a secretary at the time, no one captured who moved and seconded to proceed to executive session.

Mark Kosco **moved to approve** the minutes from the June 21, 2025, meeting. **Seconded** by Crystal Erdenberger.

The **motion to approve the minutes carried** unanimously.

11.0 Unfinished Business

11.1. Recreational Vehicle Rules & Regulations Updates, 2nd Reading

Brian Holt **moved to approve** the updates to the Recreational Vehicle Rules & Regulations Updates as recommended by the Rules and Regulations Commission. **Seconded** by Crystal Erdenberger.

Brian Holt **moved to amend** the language to address Rollover Protection Systems and to make the language regarding passengers and operators consistent by using “occupants.” **Seconded** by Mark Kosco.

Discussion: in vehicles without rollover protection systems (ROPS), you might not want to be strapped in in the event of a rollover, because the vehicle could crush you. This isn’t the case in ROPS-equipped vehicles, which are designed to keep you inside the vehicle in the event of a rollover. Therefore, we should only require seatbelts to be used in vehicles equipped with ROPS.

Motion to amend carried unanimously.

The changes are:

To V. General Violation Fines, Motorized Vehicles—Recreational, add “Operating a recreational vehicle with passengers in the cargo area: \$250”

To XII. Motorized Vehicles - Recreational, Subsection E, Equipment, update item 3 to “ATVs/UTVs are required to always have headlight(s) and tail lamp(s) turned on, if equipped, during operation,” add item 4, “Seatbelts are required to be worn in all UTVs equipped with rollover protection systems,” and update the previous item 4 to item 5.

To XII. Motorized Vehicles - Recreational, Subsection F, Operation Limitations, update item 12 to “Occupants 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 occupants within a UTV may not exceed the original maximum capacity for the vehicle as established by the vehicle manufacturer, or, in vehicles equipped with rollover protection systems, exceed the number of occupant restraints (e.g. seatbelts) designed and installed for the vehicle by the original manufacturer.”

To XII. Motorized Vehicles - Recreational, Subsection H, Staging Areas, update item d. to “Firehouse Fitness parking lot.”

To XII. Motorized Vehicles - Recreational, Subsection I, Lawful Operation, update a. to “Must be 18 years of age or older and possess a valid driver’s license.”

Motion carried unanimously.

11.2. ACL Building and Environmental Code V. 11-06-2024—Revisions and Additions (112.3A), 2nd Reading

Mark Kosco **moved to approve** the ACL Building and Environmental Code V.11-06-2024 Revisions and Additions. **Seconded** by Brett Livengood.

Section 112.3A is modified as follows:

Item 2 updated to state, “All Garage to Dwelling separations shall meet Jo Daviess County Building Code requirements.”

Items 3 and 4 are removed.

Items 5, 6, and 7 are renumbered to 3, 4, and 5.

Discussion: we are deferring to the Jo Daviess County Building & Environmental Code.

Motion carried unanimously.

11.3. ACL Building and Environmental Code V. 11-06-2024—Revisions and Additions (127.1), 2nd Reading

Crystal Erdenberger **moved to approve** the ACL Building and Environmental Code V. 11-06-2024 Revisions and Additions. **Seconded** by Mark Kosco.

Section 127.1 is modified as following:

Item C is amended to add, “Any house used for vacation rentals (including short term/transient) will be required to meet the minimum replacement tank size.”

Item E is amended to add after the second sentence, “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.”

Motion carried unanimously.

12.0 New Business

12.1. Greenway Stewardship Application: 8A271/272 Jefferson Ct

Mark Kosco **moved to approve** the Greenway Stewardship Application for 8A271/272 Jefferson Ct. for this applicant to proceed per the terms and recommendations agreed to in the application. **Seconded** by Brett Livengood.

Discussion: Directors discussed some perceived inconsistencies in the application and its supporting documentation and asked the Conservation Commission to further mark trees and to consider approaching the project in phases for approval as work is completed.

Brett Livengood **moved to postpone** this motion until next month. **Seconded** by Mark Kosco.

Motion to postpone carried unanimously.

12.2. Propane Bid Acceptance 2025-2026

Crystal Erdenberger **moved to approve** the Saunders Oil bid at \$1.129 per gallon for 22,000 gallons for the 2025-2026 propane prepaid contract, plus applicable taxes. **Seconded** by Mark Kosco.

Motion carried unanimously.

12.3. Pro Shop Patio Enclosure

Crystal Erdenberger **moved to approve** the up to \$20,000 designated fund expense for the Pro Shop Patio Enclosure.” **Seconded** by Mike Ward.

Discussion: \$20,000 approval covers the quoted project cost plus a buffer for some cost overrun. This does not include costs (including labor) incurred by ACL Maintenance Department.

Directors discussed the temporary nature of the structure, which will allow us to avoid updating licenses or any potential insurance premium changes. Portions will remain year-round, which will save the Maintenance Department from having to manage temporary panels and avoid the annual cost of new tarps. The impact on the Cove and the use of the Clubhouse for events and activities were discussed, but this was deemed a separate topic for another discussion. HVAC will be installed by a licensed contractor. Management was asked to track the hours put into the project by the Maintenance Department.

Motion carried with Carmel Cottrell voting nay.

12.4. Dredge Accessory Equipment

Carmel Cottrell **moved to approve** the disposal of accessory equipment from the dredge. **Seconded** by Brett Livengood.

Motion carried unanimously.

13.0 Property Owner Comments (unless otherwise noted, comments were not responded to or corrected)

Charlene Wooley, 2A22

On the topic of wakes again—did a lot of research. A lot of states have banned wakes or have various restrictions. Speeds are faster, rock walls are eroding, and shoreline erosion - how can we allow wake boarding and wake surfing? Does this belong on our lake? Would be happy to talk to anybody—want to see this out of here. Brian Holt: please bring this to the upcoming Rules & Regulations meeting, as the commission plans to have further discussions on the topic.

Henry Doden, 13A129

Farmers have used the dredge hose, and it's paid for and not hurting anything. Does not make sense to sell it. The Cove—built with blue land beams—been exposed to the weather, time they are maintained. Regarding the trail accident near 13A129: there have been numerous accidents. 10 mph speed limit with 7 people; is a ticket being issued? Enforcement would make a big difference. Something needs to be done.

Mara Okerman, 6A17

Thank you to the Board and the Garden Club—wouldn't be here without you all. Protecting ACL assets—pontoon boat rentals here at ACL—researched insurance coverage if an incident occurs with the rental boats. Spoke to our issuer of insurance - if you don't own the specific vehicle that you are operating, your insurance does not apply to that vehicle. ACL insurance covers the boat itself, but you would be responsible, assuming my insurance would cover everything else. The insurance will not cover anything if you do not own the boat. No personal liability, docks damaged, etc., not covered. How can we ensure coverage? Asking for the board to take a deep look at this. We have our assets exposed, find a way to solve this.

Mike Yorke, 5A106

The Winchester Bay project, which was conceived of 5 years ago to reduce the amount of silt coming into Winchester Bay, is now completed and extremely well done. Wonderful thing and wanted to thank everyone that made it a reality.

14.0 Adjourn

Mark Kosco **moved to adjourn** at 10:50. **Seconded** by Brett Livengood.

Motion carried unanimously.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is entered into this day of August 1st, 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 That 1 Place (bean) having its principal office at 6165 Tranel Lane East Dubuque, IL, 61025 (“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: Colbi Skaggs Signed at:
2025-08-01 07:53:17

Name: Colbi Skaggs

Its: Co-owner

EXHIBIT "A"



Memorandum



To: Board of Directors

Date: August 16, 2025

From: Conservation Commission

Memo: 2025-58

Topic: Greenway Stewardship Application – 8A271/272 Jefferson Ct

Issue: The above-referenced Greenway Stewardship Application has been approved by the Natural Resource Manager, the General Manager, and the Conservation Commission (*AECC approval not required – not within 50' buffer zone*).

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

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A271 and 8A272

1. Remove invasive and undesirable underbrush to promote well established oaks.
2. Plant a more shade tolerant native mix of prairie seeds.
3. No work will be done within the 50' buffer.
4. No trees will be cut down or trimmed.
5. _____

Signature of Applicant

Mark Barkowski

Date

6/16/25

ACL Natural Resources Manager

[Signature]

Date

6/29/2025

Conservation Commission member

[Signature]

Date

6/26/2025

Conservation Commission member

[Signature]

Date

6/26/2025

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

Date:

Committee/Commission Actions-

Approved

Disapproved

Conservation Commission action:

Date: June 27, 2025

Signature of Conservation Commission Chairperson

Pamela Opyd

AECC action:

Approved

Disapproved

Date: _____

Signature of AECC Chairperson

ACL General Manager action:

 Approved

Disapproved

Date: 6-30-25

ACL General Manager Signature



Board of Directors:

Approved

Disapproved

Date: _____

Memo



To: Conservation Committee

Date: 6/6/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Barkowski 8A271-272

Issue:

The homeowner would like to restore the area and have more native plants grow while preserving the area. There are large mature oaks in the area, which are nice to see, but there are also a lot of undesirable underbrush. The homeowner would like to remove the underbrush and allow for more native plants to establish and is planning on staying out of the 50ft buffer zone.

Recommendation:

The area definitely needs some help in removing honeysuckle and other undesirable underbrush. Once those are removed the area can be planted with a more shade tolerant native mix due to the number of mature oaks in the area. This is a pretty straightforward project that will help reduce the number of invasives around the lake helping restore the lake to a more natural ecosystem.

Barkowski – 8A271 & 8A272



1. Area to be cleared of invasive and undesirable underbrush.
2. Shade tolerant prairie seed mix to be planted.
3. No trees will be cut or trimmed.
4. No work will be done in the 50' buffer.

Barkowski – 8A271 & 8A272
Boundary Marked Trees



Barkowski – 8A271 & 8A272



Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6

Barkowski – 8A271 & 8A272



Photo #7



Photo #8

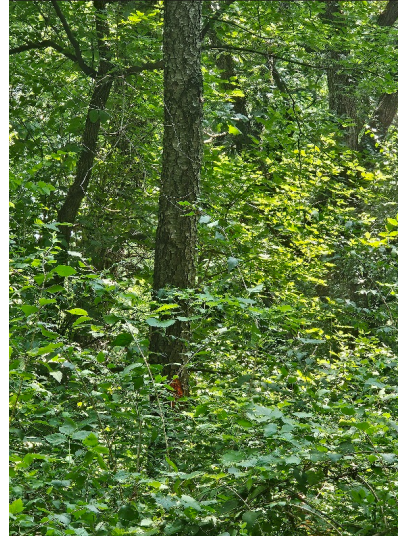


Photo #9



Photo #10



Photo #11

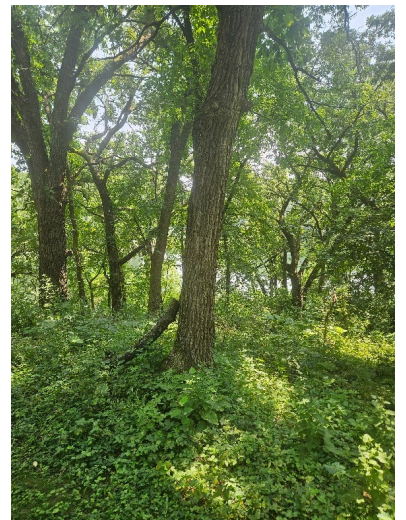


Photo #12

Greenway Stewardship Applicant Agreement

Applicant Name: MARK BARKOWSKI

Lot Address: 8272 / 8271 Jefferson Ct.

Mailing Address 18051 JOHN CHARLES DR ORLAND PARK, IL 60467

Primary Telephone # 847-774-3675 Email: WMBARKOWSKI@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)

See map - would like some help identifying
REMOVAL - MARK w/ ORANGE SURVEY TAPE

-Shrubs- (example: honeysuckle, multiflora rose)

SAME AS ABOVE

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

DEPENDING ON WHAT AREA LOOKS LIKE
AFTER REMOVAL - OPEN TO PLANTING.
WOULD NEED HELP TO DETERMINE WHAT TO PLANT.

-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

GOAL IS TO REMOVE INVASIVE
SHRUBS THAT HAVE OVER TAKEN THE
GREENWAY.

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

removed and-or trimmed without approval, and what restoration will be required, will be provided to the Applicant for their immediate action. Additionally, a fine of \$10,000 will be assessed for each tree that was cut down or trimmed without approval. The fine, payable to ACL, will be due no later than ten (10) days after notification via USPS mail and certified mail unless a hearing to contest the fine is requested; the fine will escalate at a rate of 5% per day thereafter. Fines in excess of \$12,500 will result in a lien filed against the Applicant's property and will remain until such time the fine is paid in full and the prescribed restoration is completed. All attorney fees and costs incurred by ACL in relation to any deviation from the approved Agreement will be charged to and be the responsibility of the Applicant.

Applicant agrees to provide the following to ACL either with the initial submission of the Application, if available, or, if not available at the time of initial submission, then prior to performing any work in any greenway area if the Application is approved by the appropriate ACL representatives:

1. A fully executed Volunteer Activities Release, Indemnification and Hold Harmless Agreement.
2. A fully executed Greenway Volunteer Release and Waiver of Liability.
3. A fully executed copy of all contracts entered into by Applicant with any individual or entity to perform any portion of the work in the greenway area as outlined in the Application. All contractors/individuals/entities engaged by the Applicant to perform any portion of the work in the greenway area must acknowledge, in writing, that they are being engaged solely by Applicant in Applicant's personal capacity and not by ACL and such contractors/individuals/entities shall further agree, in writing in a form satisfactory to ACL, to waive all lien rights related to any property owned by ACL, including but not limited to any mechanics' lien rights.
4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Memorandum



To: Board of Directors

Date: August 16, 2025

From: Conservation Commission

Memo: 2025-65

Topic: Greenway Stewardship Application – 8A48 Constitution Dr

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

(commission use only)

Applicant agrees to complete the following recommendations for greenway restoration at

Lot 8A48

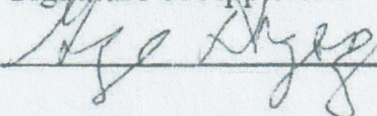
1. Remove honeysuckle and other undesirable underbrush.

2. Once invasives are removed, plant shade tolerant native mix of seeds.

3. No trees will be cut or trimmed.

4. _____
5. _____

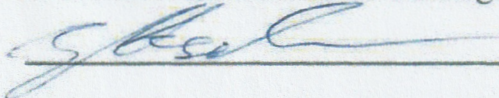
Signature of Applicant



Date

JUNE 20, 2025

ACL Natural Resources Manager



Date

6/29/2025

Conservation Commission member

Gary Hannon

Date

7/1/25

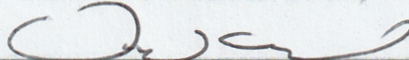
Conservation Commission member

Bill Bourell

Date

7/1/25

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



Date:

7.12.25

Committee/Commission Actions-

Approved

Disapproved

Conservation Commission action:

Date: 7/12/25

Signature of Conservation Commission Chairperson

Panela A Opyal

AECC action:

Approved

Disapproved

Date: 7-12-25

Signature of AECC Chairperson

[Signature]

ACL General Manager action:

Approved

Disapproved

Date: 7-12-2025

ACL General Manager Signature

[Signature]

Board of Directors:

Approved

Disapproved

Date: _____

Memo



To: Conservation Committee

Date: 6/18/2025

From: Tyler Hesselbacher

Memo: Greenway Application

Topic: Drogosz 8-48

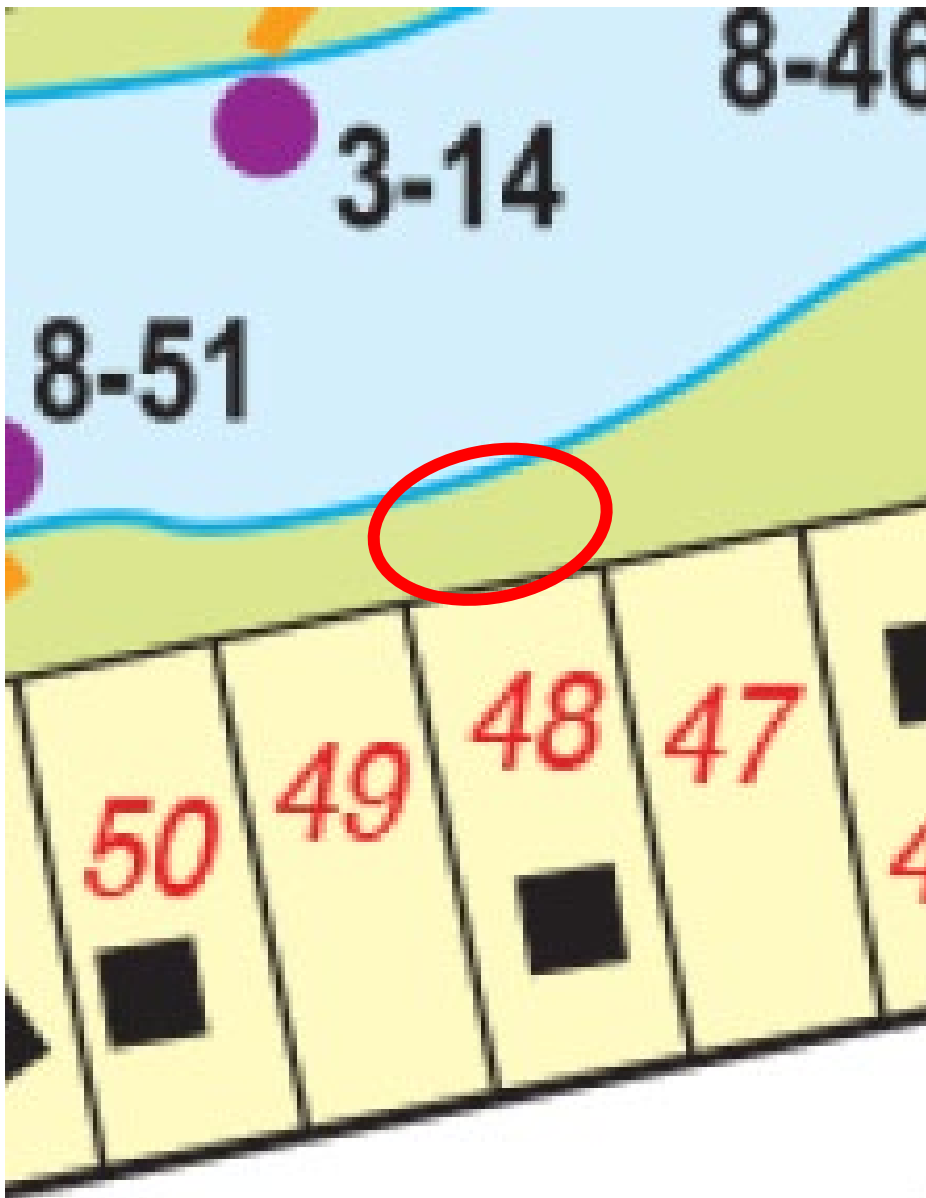
Issue:

The homeowner would like to restore the area and have more native plants grow while preserving the area. There are some large mature trees in the area, but there are also a lot of undesirable underbrush. The homeowner would like to remove the underbrush and allow for more native plants to be established. This area is within the 50ft buffer zone and is rather narrow but heavily dominated by invasive and unwanted brush.

Recommendation:

The area definitely needs some help in removing honeysuckle and other undesirable underbrush. Once those are removed the area can be planted with a more shade tolerant native mix due to the number of mature oaks in the area. This is a pretty straightforward project that will help reduce the number of invasives around the lake helping restore the lake to a more natural ecosystem.

Drogosz – 8A48 Constitution



1. Area to be cleared of invasive and undesirable underbrush.
2. Shade tolerant prairie seed mix to be planted.
3. No trees will be cut or trimmed.

Drogosz – 8A48 Constitution



1. Area to be cleared of invasive and undesirable underbrush.
2. Shade tolerant prairie seed mix to be planted.
3. No trees will be cut or trimmed.

Greenway Stewardship Applicant Agreement

Applicant Name: _____

Lot Address: _____

Mailing Address

Primary Telephone # _____ Email: _____

• 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)

-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.

-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.

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

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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: TO BE DETERMINE

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.

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4. A copy of the insurance documentation for any individual or entity hired or engaged by Applicant to perform any portion of the work in the greenway area as outlined in the Application. Such insurance documentation shall name ACL as an additional insured and provide coverage for the work to be performed in the greenway area as outlined in the Application.

Memorandum



To: Board of Directors

Date: August 16, 2025

From: Dam Advisory Ad Hoc Commission

Memo: 2025-66

Topic: Dam Advisory Recommendation #1

Issue: The Dam Advisory Commission has been actively involved in the construction of the spillway and provides the following recommendations regarding the area surrounding the newly constructed spillway. These suggestions are made in response to ongoing safety concerns, owner interest in access and observation, and community discussions around dam use.

#1 Installation of Fencing and Warning Signage Adjacent to the Spillway: Due to the major excavating and blasting activities involved in the creation of the new spillway, the surrounding terrain has been left in an unstable condition. What appears to be solid ground from above may not be stable from the underside, and therefore, it is important to address public safety immediately.

#1 Recommendation: Construct durable fences on either side of the spillway to restrict access to unsafe areas (*bids expected by Tuesday, August 12*). Height of fence to be determined by security. Install clear signage warning of unstable ground and restricted access beyond the fence line.

#1 Comment: *While we acknowledge that fencing cannot deter all unauthorized access, it is a prudent and necessary step to reduce risk and liability, and it provides a strong visual deterrent for most individuals.*

Memorandum



To: Board of Directors

Date: August 16, 2025

From: Dam Advisory Ad Hoc Commission

Memo: 2025-67

Topic: Dam Advisory Recommendation #2

Issue: The Dam Advisory Commission has been actively involved in the construction of the spillway and provides the following recommendations regarding the area surrounding the newly constructed spillway. These suggestions are made in response to ongoing safety concerns, owner interest in access and observation, and community discussions around dam use.

#2 Development of a Public Observation Area to the West of the Spillway: There is strong interest among property owners in being able to observe and appreciate the function and design of the new spillway. This presents an opportunity to create a modest amenity that enhances community enjoyment without compromising safety or structural integrity.

#2 Recommendation: Develop a designated lookout or observation point on the west side of the spillway, safely distanced from any hazardous zones. This area could include a small seating area, educational signage about the spillway's function, and safety barriers where necessary.

#2 Comment: *We believe this addition would be a valued community feature and a way to showcase the investment and engineering that has gone into this important infrastructure. Perhaps a newly created commission could be formed to design and follow through with construction requirements for this area.*

Memorandum



To: Board of Directors

Date: August 16, 2025

From: Dam Advisory Ad Hoc Commission

Memo: 2025-68

Topic: Dam Advisory Recommendation #3

Issue: The Dam Advisory Commission has been actively involved in the construction of the spillway and provides the following recommendations regarding the area surrounding the newly constructed spillway. These suggestions are made in response to ongoing safety concerns, owner interest in access and observation, and community discussions around dam use.

#3 Walking Access Along the Dam Crest: The idea of allowing pedestrian access along the top of the dam has been raised frequently. From a structural and construction perspective, we foresee no concerns with walking access once the dam crest work is complete and the grass is fully established.

#3 Recommendation: Permit walking access across the top of the dam only after all work is complete and the surface is properly stabilized and vegetated.

#3 Comment: *Note that while we see no **construction- or structure-related concerns**, issues related to **pedestrian safety, access control, liability, and ongoing maintenance** should be reviewed and approved by the appropriate legal, insurance, and board oversight bodies.*