



BOARD OF DIRECTORS MEETING

May 16th, 2026

**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 – APPROVE APRIL 18TH MEETING MINUTES
- 11.0 UNFINISHED BUSINESS
 - 11.1 DISCUSSION ON PROPOSED LOCATION FOR NEW FENCE – 3 OPTIONS
- 12.0 NEW BUSINESS
 - 12.1 APPROVAL OF HANGRY HOBO FOOD TRUCK
 - 12.2 EMPLOYEE HANDBOOK AD HOC COMMISSION RECOMMENDATION TO CHANGE 2.1 EMPLOYEE CLASSIFICATION CATEGORIES. WAIVE FIRST READING
 - 12.3 EMPLOYEE HANDBOOK AD HOC COMMISSION 3.5 MEALS/REST/LACTATION BREAKS. WAIVE FIRST READING
 - 12.4 EXISTING TRAIL TO GRANT COURT, NEW WATER CROSSING
- 13.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 14.0 ADJOURN

Memorandum



To: Board of Directors

Date: May 16th, 2026

From: ACLPOA

Memo: 2026-33

Topic: March Consent Agenda

Recommendation: To approve/adopt the Minutes from April 18th, 2026 Board Meeting.
To approve Bill Ware's resignation from the Architectural and Environmental Control Committee.
To approve Henry Doden's resignation from the Maintenance Committee.

**Apple Canyon Lake Property Owners Association
Board of Directors Meeting Minutes
April 18, 2026**

UNAPPROVED

1.0 Call to Order

Meeting **called to order** by President Nolan Mullen at 8:06 am. Brian Holt in attendance as secretary. The following Directors were present: Nolan Mullen (via Zoom), Carmel Cottrell (via Zoom), Crystal Erdenberger, Brian Holt (via Zoom), Mark Kosco (via Zoom), Brett Livengood, Deb McNamee, and Mike Ward (via Zoom). General Manager AJ Schuchart was also present.

2.0 Executive Session

Brett Livengood **moved to proceed to executive session** made at 8:06 am.

Seconded by Mark Kosco.

3.0 Return to Open Session

Deb McNamee **moved to return to open session** at 9:07 am.

Seconded by Brett Livengood.

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 (via Zoom), Carmel Cottrell (via Zoom), Crystal Erdenberger, Brian Holt (via Zoom), Mark Kosco (via Zoom), Brett Livengood, Deb McNamee, and Mike Ward (via Zoom). General Manager AJ Schuchart was also present.

5.0 Committee/Commission Reports

Nominating Committee

Mike Yorke reported that while we had six candidates at the deadline for Board nominations, two candidates have withdrawn. Four candidates remain and will participate in the Meet the Candidates event following today's Board meeting and the election this summer.

Conservation Commission

Pam Opyd reported that McCloud came out on April 14, but the commission was not notified of their visit. The commission is focused on two priorities in the watershed plan: Koester's pond and Hawthorne stream. The commission has been contacted by the Wild Ones Tri-State Driftless Area chapter and there will be a presentation on July 11 discussing native plant options and the removal of invasive plants. The commission is reviewing the best power source to add aerators to the backs of the bays to control nutrients and algae growth. There are four new greenway stewardship applications. The Children's Nature Discovery Area project is underway, with materials having been purchased to be installed by the Maintenance Department.

Recreation Commission

LeAnn Colleen reported 117 kids attended the Easter Egg Hunt at the Pro Shop. Ten children enjoyed the Glow Night at Batham Trail; unfortunately, the weather did not cooperate, but the children who attended had fun.

Maintenance Commission

Carmel Cottrell reported that a new pier is being installed at Nixon Beach which will feature a new accessible dock, replacing the old octagon dock.

6.0 Treasurer's Report

The Treasure's Report is available on the website at <https://www.applecanyonlake.org/group/pages/treasurer-s-report>.

7.0 General Manager's Report

AJ Schuchart reported that the Association has hired an Executive Chef who is working on processes and procedures for food and beverage, starting at the Pro Shop. The hope is to open The Cove this year, but procedures and plans must be made to ensure it opens successfully. AJ plans to be available to meet with members at a "Coffee with the General Manager" event that will be held periodically. The Maintenance and Security departments are preparing for the high season and things are going well. Additional training on the Northstar system has been delivered to the staff, who will focus on improved discipline when using the system.

8.0 President's Report

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

9.0 Any Additions to the Agenda

Brian Holt **moved to add** 12.2 No wake zone and buoy placement.

Seconded by Mark Kosco.

Motion carried unanimously.

10.0 Consent Agenda

Deb McNamee **moved to approve** the Consent Agenda, which included the following items:

1. Approve minutes from the March 21, 2026, Board meeting.
2. Approve Mark Fill's resignation from the Recreation Commission.
3. Approve Theodore Bluhm's resignation from the Deer Management Commission.

Seconded by Brett Livengood.

Motion carried unanimously.

11.0 Unfinished Business

11.1. Approval of the American Marine Group Contract

Deb McNamee **moved to approve** the American Marine Group contract as written.

Seconded by Brett Livengood.

Motion carried 7-1.

11.2. XII. Motorized Vehicles–Recreational

The Board discussed its goals for regulating recreational motorized vehicles.

11.3. XXIII. Rental Homes

The Board discussed its goals for regulating rental homes.

11.4. Approval of Audio Bid for the Clubhouse

Brian Holt **moved to postpone** this discussion until next month.

Seconded by Brett Livengood.

Motion to postpone carried unanimously.

11.5. Recreation: Food Trucks for Summer of 2026

Deb McNamee **moved to approve** JJ & Freddie's and Birds Chicken as vendors for summer events, per the terms of their concession agreements.

Seconded by Carmel Cottrell.

Motion carried unanimously.

12.0 New Business

12.1. New Fencing Along the Spillway

Brian Holt **moved to postpone** this motion until next month.

Seconded by Deb McNamee.

Motion to postpone carried unanimously.

12.2. No Wake Zone and Buoy Placement

Brett Livengood **moved to move** the North Bay buoy's south to align with Apache Cove and extend other buoys 50 feet so they are 150 feet from the shore, to expand the no-wake zone.

Seconded by Deb McNamee.

Mark Kosco **moved to postpone** the decision until the staff can develop a map showing the new placement of buoys.

Seconded by Brett Livengood.

Motion to postpone carried unanimously.

13.0 Property Owner Comments

The Board received comments from several property owners.

14.0 Adjourn

Brett Livengood **moved to adjourn** at 11:00.

Seconded by Deb McNamee.

Motion carried unanimously.

May 11, 2025

To: Apple Canyon Lake Property Owners' Board of Directors

From: Bill Ware

Please accept my resignation from the Architectural and Environmental Control Committee.

Bill Ware

A handwritten signature in black ink, appearing to read "Bill Ware", with a long horizontal flourish extending to the right.

-----Original Message-----

From: Linnea Doden <ldoden@yahoo.com>

Sent: Friday, April 24, 2026 12:26 PM

To: customerservice <customerservice@applecanyonlake.org>

Subject: Maintenance committee

Hi Stacy

Can you remove Henry from the maintenance committee temporarily

Thanks Linnea doden

Sent from my iPhone



Memorandum

To: Board of Directors

Date: May 16th, 2026

From: AECC

Memo: 2026-37

Topic: New Fence

Recommendation: To vote on one of the three available fencing options.

VOTE RECORDED

MOTION MADE BY: _____

YEA: _____

MOTION SECONDED BY: _____

NAY: _____

PRESIDENT: _____

ABSTAIN: _____

Motion: _____ **Passed** _____ **Failed** _____ **Tabeled**



OAK TREE

GATE

RAM P

SPILLWAY

OLD SPILLWAY

OAK TREE

GATE

RAM P

Kelly CUSTOM FENCING INC

2259

11.1
Option 1

5458 N. Pea Ridge Road
Scales Mound, IL 61075

815-541-7604

DATE: 3-12-26

Estimate

TO: Apple Canyon Lake POA

- Estimate to install 1,230 feet of 4' tall Black Heavy Residential grade Montage Ornamental Steel Fence - Includes 3- 4' gates
- All materials/Labor Included

* Montage Steel Fence vs Aluminum Fence

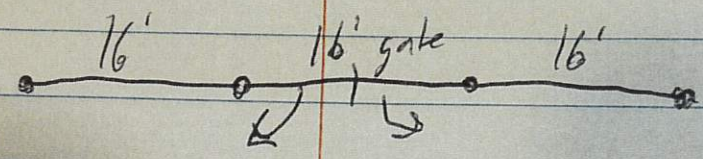
- Significantly Stronger than Aluminum
- Montage fence will support 700-800 pounds of pressure vs 350 pounds of pressure on Aluminum fence
- Same great look - Higher Security
- Corrosion Resistant Coating Inside and Outside

TOTAL DUE: \$61,450.00

Apple Canyon Lake

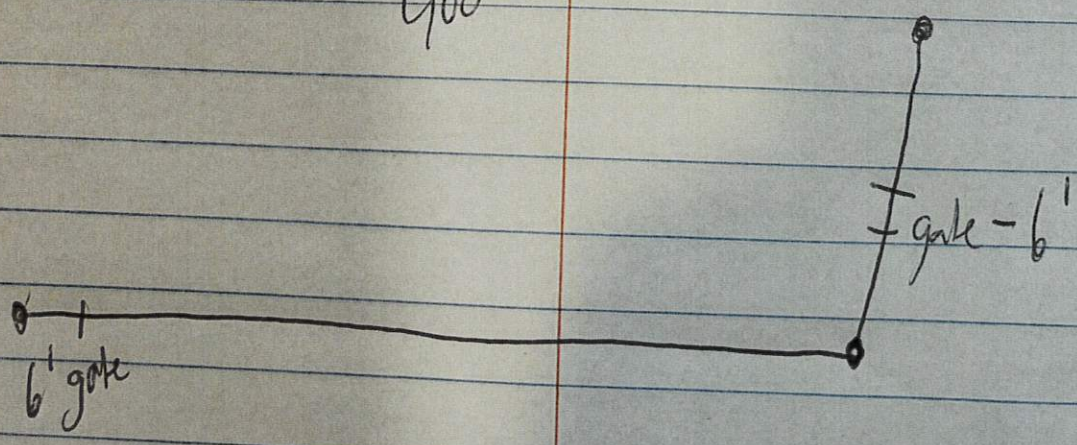
6' tall Galvanized chain link

Gateway by trail



Fence Near Spillway

400'



Ed, attached is a photo of a drawing of what the fence will look like.

- 400 feet of 6 foot tall galvanized chain link with 2- 6 foot gates

- gate way over by the trail. I have figured for a 16 foot wide double gate opening, and 16 feet of fence on each side of the gateway. Also 6 foot tall galvanized chain link

Total project cost for the 400 feet of chain link and the gateway by the trail is \$23,500.00

Also as we talked before, there is roughly 180 feet from the park bench in the corner, heading back to where the 400 feet of fence will stop by the spillway to complete that side of the fence if that is something to be added. \$7000.00 extra to finish off the fence to the corner where the park bench is

Let me know if I can answer any questions or explain.

Thank you

Matt

815 541 7604

11.1
option 3

From: Matt Kelly <kmatt865@gmail.com>
Sent: Tuesday, May 12, 2026 3:38 PM
To: AJ Schuchart <Aj.schuchart@applecanyonlake.org>
Subject: Re: Fencing Discussion

AJ, attached is a photo of a drawing of what the fence will look like.

- 400 feet of 4 tall black chain link with 2- 6 foot gates

- gate way over by the trail. I have figured for a 16 foot wide double gate opening, and 16 feet of fence on each side of the gateway. Also 4 foot tall black chain link

Total project cost for the 400 feet of 4 foot tall black chain link and the gateway by the trail is \$21,750.00 (There will be around \$5,000 more to finish off the fence to the corner where the park bench is located)

Total \$26,750.00

Let me know if you have any questions

Thank you!

Matt Kelly

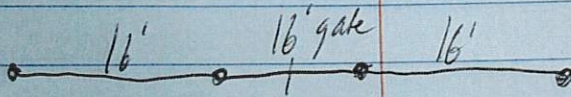
Kelly Custom Fencing, Inc

815 541 7604

Apple Canyon Lake

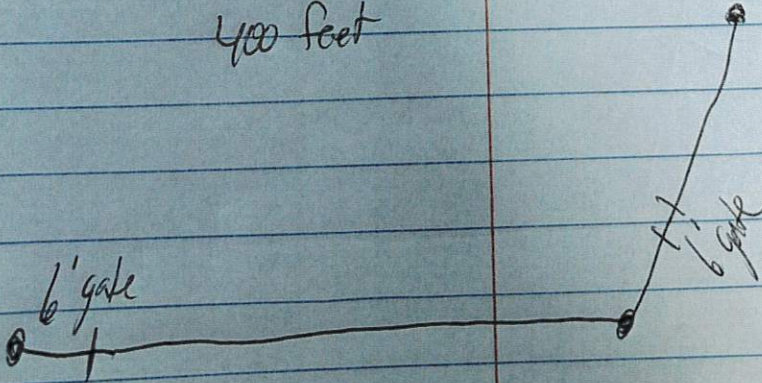
4' tall Black chain link

- Gateway by Trail



- fence Near Spillway

400 feet







Memorandum

To: Board of Directors

Date: May 16th, 2026

From: Recreation Department

Memo: 2026-34

Topic: Food Truck Vendors

Recommendation: To approve Hangry Hobo LLC to attend scheduled events and additional events that may arise.

VOTE RECORDED

MOTION MADE BY: _____

YEA: _____

MOTION SECONDED BY: _____

NAY: _____

PRESIDENT: _____

ABSTAIN: _____

Motion: _____ **Passed** _____ **Failed** _____ **Tabled**



THEHANG-01

AJACKSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eagle Eye Insurance and Financial Services LLC dba New Eagle Insurance 3250 Kennedy Circle, Ste1 Dubuque, IA 52002	CONTACT NAME: PHONE (A/C, No. Ext): (563) 582-5834 FAX (A/C, No.): (563) 552-8662 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: West Bend Mutual Insurance</td> <td>15350</td> </tr> <tr> <td>INSURER B: AmGUARD Insurance Company</td> <td>42390</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance	15350	INSURER B: AmGUARD Insurance Company	42390	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED The Hangry Hobo LLC 2520 Stafford Dubuque, IA 52001															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:			B404163	7/25/2025	7/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			B404163	7/25/2025	7/25/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			HAWC659337	7/27/2025	7/27/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Hangry Hobo LLC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is entered into this day of May 1, 2026 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 Hangry Hobo LLC having its principal office at 2520 Stafford, Dubuque IA 52001 ("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, 2026 and shall terminate on December 31, 2026. 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: TINA Muccianale
Name: Muccianale
Its: AO

Concessionaire

By: Max Barnes
Name: Max Barnes
Its: Owner



Memorandum

To: Board of Directors

Date: May 11, 2026

From: Employee Handbook Ad Hoc Commission

Memo: 2026- 36

Topic: 2.1 Employee Classification Categories

Issue: The Employee Handbook Ad Hoc Commission met on Monday, May 11, 2026 with the General Manager to discuss conflicting language and interpretation on 2.1 Employee Classification Categories and 3.7 Time Reporting.

The document 2.1 Employee Classification Categories defines Full-Time as follows: Employees scheduled to work a minimum of thirty-six (36) hours per week on a year-round basis.

The document 3.7 Time Reporting (first paragraph) states: The normal work week for full-time employees of the Association is 40 hours per week.

The Commission is asking the BOD to waive the two-rule reading rule so the practice can be adopted upon approval.

Recommendation: To approve the changes in document 2.1 Employee Classification to read: The normal work week for full-time employees of the Association is forty (40) hours per week on a year-round basis. To qualify for full-time benefits, employees must work a minimum of thirty-six (36) hours per week on a year-round basis.

VOTE RECORDED

MOTION MADE BY: _____

YEA: _____

MOTION SECONDED BY: _____

NAY: _____

PRESIDENT: _____

ABSTAIN: _____

Motion: _____ Passed _____ Failed _____ Tabeled

2.1 Employee Classification Categories

Effective Date: October 15, 2016

Revision Date: December 18, 2021

The following terms are used to describe the classification of employees and their employment status:

Exempt

Employees whose positions meet specific tests established pursuant to the Fair Labor Standards Act (FLSA) and state law and are therefore exempt from overtime pay requirements.

Non-Exempt

Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for hours worked over forty hours in any one work week.

Full Time:

The normal work week for full-time employees of the Association is forty (40) hours per week. To qualify for full-time benefits, employees must work a scheduled to work a minimum of thirty-six (36) hours per week on a year-round basis.

Part Time

Employees scheduled to work less than thirty-six (36) hours per week on a year round basis. Part time employees scheduled less than thirty-six (36) hours per week are not eligible for all benefits given to full time employees.

Seasonal

Employees hired to work a specific job, or in a position that is seasonal in nature, and employment will terminate at the end of that season. Seasonal employees may work a full or part time schedule and are not eligible for all benefits given to full time employees.

Introductory Period Upon Employment

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Association uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or ACLPOA may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired hourly employees work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period for exempt employees is 180 days. Employees who are promoted or transferred within ACLPOA must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If ACLPOA determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within ACLPOA, an employee, who, in the sole judgment of management, is not successful in the new position, can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to their former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the ACLPOA's needs.

Upon satisfactory completion of the initial introductory period, new employees enter the "regular" employment classification. At the conclusion of their "introductory period" and attaining full-time regular employee status, such employee's length of eligible service, i.e., "benefit year" shall be computed retroactively to the date of hiring.

Employment status is not changed during the secondary introductory period that results from a promotion or transfer within ACLPOA.



Memorandum

To: Board of Directors

Date: May 16th, 2026

From: Employee Handbook Ad Hoc Commission

Memo: 2026-37

Topic: Meals/Rest/Lactation Breaks

Recommendation: To approve the changes in document 3.5. Meals/Rest/Lactation Breaks to read: Per Illinois Department of Labor 2026 When scheduled to work more than seven and one half (7.5) hours in any given workday, employees will receive a meal break of not less than twenty (20) minutes.

VOTE RECORDED

MOTION MADE BY: _____

YEA: _____

MOTION SECONDED BY: _____

NAY: _____

PRESIDENT: _____

ABSTAIN: _____

Motion: _____ **Passed** _____ **Failed** _____ **Tabled**

3.5 Meals/Rest/Lactation Breaks

Effective Date: October 15, 2016

Revision Date:

When scheduled to work more than seven and one half (7.5) hours in any given workday, employees will receive a meal break of not less than **twenty (20) minutes per Illinois Department of Labor 2026**. This meal period shall begin not more than five (5) hours after the start of work. For all employees, the meal break will be mandatory, and no employee will be allowed to accumulate free time or time off if the employee chooses to work during their meal period. All employees are asked to punch out at the beginning of each meal period and punch back in at the end of each meal period unless an alternative reporting system is provided. However, if an employee is required by their manager to work during their meal break, compensatory time will be allowed pursuant to the General Manager's direction.

The employee may be given one (1) paid rest period **for every four (4) hours of work**, as practical, not to exceed fifteen (15) minutes before **or** after a meal break. Such rest breaks are subject to the approval of, and are at the sole discretion of, the employee's immediate manager.

Supervisors may choose to stagger rest breaks as needed to manage operations. Rest breaks may not be accumulated or combined with other break periods into longer rest breaks, and employees may not use rest breaks to cover their late arrival or early departure from their shifts.

Federal law requires an employee with a nursing child to receive a reasonable amount of break time to express breast milk for their child for up to one year after a child's birth. The employee may express breast milk when she needs to do so. The employee will receive pay when taking breaks for such purposes. ACLPOA will provide a private, safe, and sanitary place other than a bathroom or toilet stall to express milk.



Memorandum

To: Board of Directors

Date: May 16th, 2026

From: AECC

Memo: 2026-35

Topic: New Trail

Recommendation: To create a new water crossing at President's Bay, creating a circle around the dredge pond and connecting the existing trail to Grant Court to Calico Court. Work will require removing a large rock, clean up dead branches and cutting and removing a few bushes. See the attached map for reference.

VOTE RECORDED

MOTION MADE BY: _____

YEA: _____

MOTION SECONDED BY: _____

NAY: _____

PRESIDENT: _____

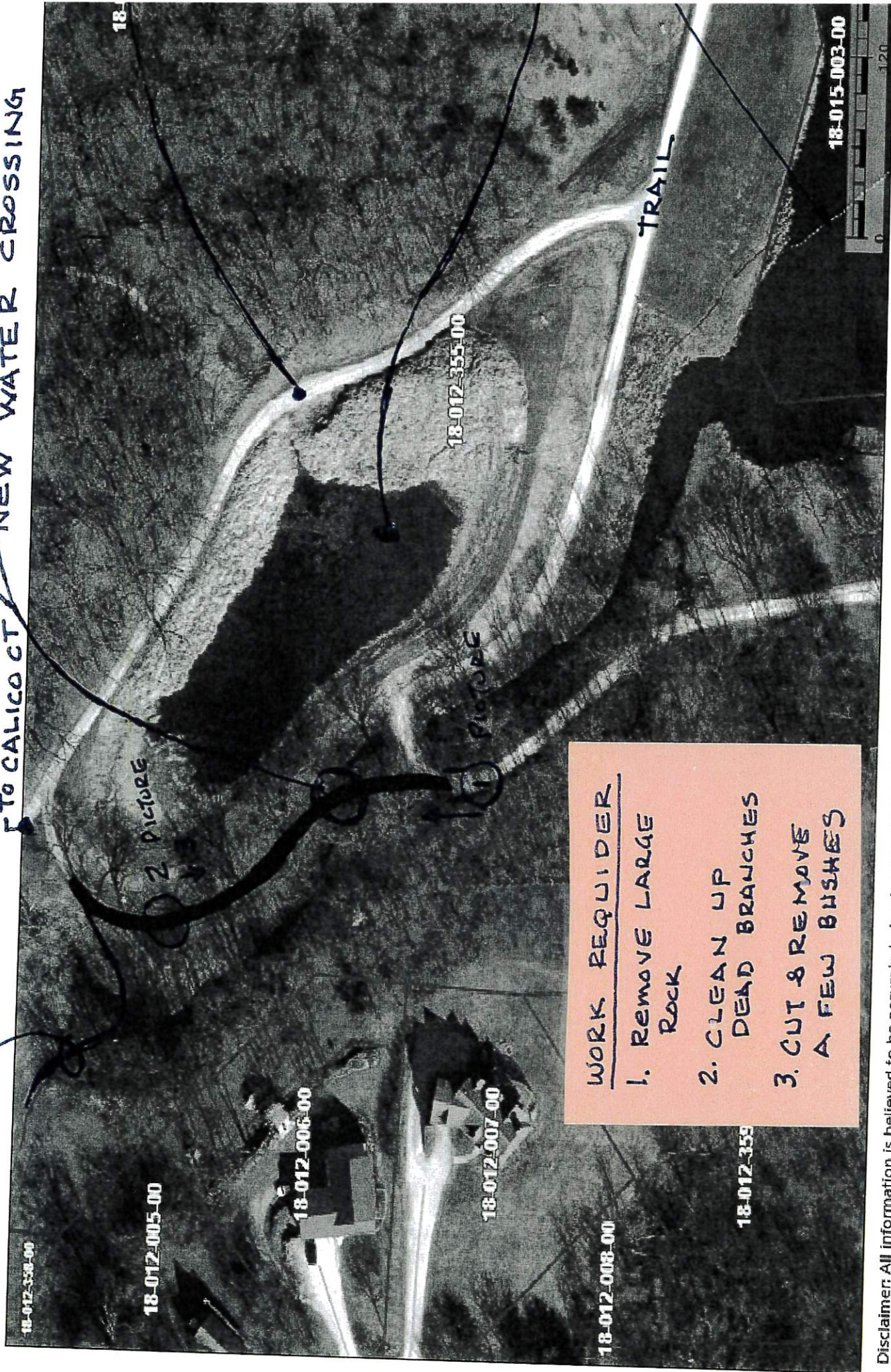
ABSTAIN: _____

Motion: _____ Passed _____ Failed _____ Tabeled

EXISTING TRAIL
TO GRANT COURT

NEW TRAIL / NO GRAVEL
NEW WATER CROSSING

TO CALICO CT



WORK REQUIDER

1. REMOVE LARGE ROCK
2. CLEAN UP DEAD BRANCHES
3. CUT & REMOVE A FEW BUSHES