

Consent Agenda



Memorandum

To: ACL Board

Date: November 5, 2021

From: Megan Shamp

Memo #: 2021-93 (revised)

Topic: November committee/commission changes

Recommendation: To appoint Laura Pratt to the Board Policy Ad Hoc Commission and Jill Gibson to the Legal Commission.

Plan on a Page: Improvement of Infrastructure – To develop, maintain and improve the existing infrastructure.
High Performing Operations and Management - 1YAP – Provide on-going training of Board of Directors and staff on governing documents for consistency in decision-making.

Unfinished Business



Memorandum

To: Board of Directors

Date: October 5, 2021

From: Budget Commission

Memo: 2021-88

Topic: adoption of the 2022 R & R Budget

Issue: Per CICAA, the budget must be advertised for a minimum of 30 days prior to the Board adopting the budget. The 2022 R & R Budget was published in the September issue of *The Apple Core*. The Board is now able to adopt the 2022 R & R Budget.

Recommendation: To adopt the 2022 R & R Budget as published in the September issue of *The Apple Core*.

Plan on a Page: High Performing Operations and Management -To operate at full efficiency and effectiveness for the benefit of the Association.

2022 R&R Budget - approved for publication 8/21/21

Lake		\$ 155,000
	Streambank Stabilization	
	Dry Dam Repair and Installation	
	Erosion Control Projects	
	32 New Boat Slips	
	Dredge Pond Work	
Cove		\$ 31,000
	Carpet Replacement	
	Walk-in Freezer	
Golf Course		\$ 56,500
	Slopes Mower	
	Top Dresser	
Pro Shop		\$ 16,500
	Outdoor Walk-in Refrigerator	
Pool		\$ 12,500
	Table Replacements & Umbrellas	
Security		\$ 44,500
	UTV	
	Star Com Radio Systems (County Upgrade)	
Maintenance		\$ 50,000
	Paths to Boat Docks	
	Aerial Lift	
Vehicles		\$ 15,000
	Rental Boat	
Property		\$ 298,000
	Campground Chip & Seal + Main Entrance to Clubhouse	
	Fitness Equipment	
	Lake Road 3 Entrance Landscaping	
	Tennis Courts	
		\$ 679,000

New Business



Memorandum

To: Board of Directors

Date: November 5, 2021

From: Appeals

Memo: 2021-92

Topic: Property Owner citation appeal - Ginter

Issue: Mary Jo Ginter is appealing citation #4782 issued for having a boat on the lake that was not properly registered with ACL. The Appeals Board upheld the citation at their September 11 meeting, at which time Ms. Ginter stated she would appeal this citation to the Board of Directors. The packet sent to the Appeals Board, including a copy of the citation and the incident report, is included in the Board packet.

Recommended Motion: TBD



Memorandum

To: Board of Directors

Date: November 12, 2021

From: Shaun Nordlie

Memo: 2021-85

Topic: Lake Level Monitoring System Purchase

Issue & Analysis: CMT engineer Ted LaBelle, suggested in his initial planning report dated June 2020, that ACL purchase a lake level datalogger to have continuous recordings of the lake level. Ted stated in his report that the information will be useful for recording peak water level of flood events as well as other purposes. At their September 10, 2021, meeting, the Flood Mitigation Ad Hoc commission discussed with Ted LaBelle the possibility of adding the datalogger now rather than waiting for a decision on the spillway. Quotes were obtained from three different datalogger's and sent to Ted for his opinion. Ted recommended that we purchase the Solinst Datalogger because it was the most accurate of the three options. The Solinst does not offer a rain gauge or record temperature, but if we decide that we want to digitally record rain and temperature a separate device could be used.

Recommendation: To approve the purchase of a Datalogger and other necessary equipment to continuously record lake level from Solinst of Ontario, Canada for a price not to exceed \$2,000 to be paid from the Capital Fund.

Shaun Nordlie

From: Ted LaBelle <[REDACTED]>
Sent: Friday, September 24, 2021 5:36 PM
To: Shaun Nordlie
Subject: RE: Datalogger

Shaun

Sorry for the slow response.

We are familiar with the Levellogger Model 3001 from several years ago. The device is still called Model 3001 but the current version Levellogger 5 or Barologger 5).

We are aware of other datalogger manufacturers but most familiar with Solinst. The other brands I found on an internet search are HOBO, YSI and In Situ. I am not familiar with the details of these models. YSI makes many high quality devices for monitoring water quality.

Important features of the Solinst Levellogger model.

- Solinst has long track record manufacturing the Levellogger.
- The entire unit is underwater, so no device to mount above water level.
- Device stays underwater with cable above water to download data or send to a communication device. Accuracy of readings is better if device stays at same elevation and not pulled out of water to get readings.
- Solinst offers a conduit and top cap for the cable to prevent the device from being heaved up by ice (if mounted properly).
- Battery life is 10 years. The YSI models are 6 to 12 month life. HOBO is 5 years.
- Device can record up to 150,000 data sets. User selects how often the water depth is recorded.
- Continuous barometric pressure readings are needed to pair up with the device readings to convert to an accurate water surface measurement. Solinst has two options. One option is a single device which compensates for barometric pressure. The other device utilizes a second device to measure and record barometric pressure. The second device requires downloading data from both devices.

One project that we were involved with installed a Levellogger 8 years ago and has performed continuously without interruption. I believe that there was one software update required.

Downloading data options:

1. Connect the cable jack above water to a handheld device.
2. Connect the cable jack to a laptop computer.
3. Connect the Levellogger cable to a device which sends the data through the cellular phone network. Solinst has two options for cellular service; one is a subscription through Solinst and the second is to connect with a cellular provider.

It will important to calibrate the levellogger accurately. This involves recording a water depth reading and simultaneously getting an accurate surveyed water level elevation.

I hope that this is helpful. I think the data will be useful to the POA for various uses in the future.

TED LABELLE | Crawford, Murphy & Tilly | w 217.572.1042 | m 217.652.8053
Senior Project Manager

From: Shaun Nordlie <shaun.nordlie@applecanyonlake.org>
Sent: Friday, September 17, 2021 1:52 PM
To: Ted LaBelle <elabelle@cmtengr.com>
Subject: Datalogger

External Message: This email was sent from someone outside of CMT. Please use caution with links and attachments from unknown senders or receiving unexpected emails.

Ted –

I am starting to look at the datalogger's for the Association –

For the solinst – is there a model that you have used/had success with? I would prefer a model that can be used with an app or smartphone so we wouldn't need to download the lake levels monthly

Are there any other companies that could/should be considered?

Thanks

sn

Shaun Nordlie
General Manager
Apple Canyon Lake Property Owners Association
14A157 Canyon Club Drive
Apple River, IL 61001
815-492-2292 – Direct
815-492-2238 ext. 1125



Shaun Nordlie

From: Ted LaBelle <[REDACTED]>
Sent: Wednesday, October 27, 2021 1:11 PM
To: Shaun Nordlie
Subject: RE: Monitoring Apple Canyon Lake with Realtime Information and Alerts

Shaun

I reviewed the three proposals for water level datalogging. There are differences in the systems offered by each supplier. I have general comments and then comments on each proposal. I follow with a conclusion.

General Comments

Does POA want cellular service to collect the data or to have someone periodically connect and download data? The proposals are different in this regard.

Accuracy of the water level readings is very important because the readings will help determine the new spillway crest elevation and because the normal fluctuations are relatively small. We recommend an accuracy of 0.01 foot or less (1/8 inch or less)

The transducer records a water depth. It will be important to accurately convert the water depth to a water surface elevation and be related to the current spillway crest. POA may need to hire a surveyor after the instrument is installed to adjust it for elevation.

Barometric pressure is an important correction to determine water surface elevation. A change of 1" mercury barometric pressure can affect a pressure reading by 1.1 feet. Solinst and Onset record total pressure and then subtract barometric pressure from an instrument above the water. The Xylem YSI uses a vented transducer which records water depth directly.

Solinst –

The quote includes the underwater level datalogger, barologger, cables, reading device for the barologger, device to transfer water level data to device by Bluetooth and well cap. Does not include a device for cellular service to download data.

The quote shows the Model M10 Levellogger which has a range of 0 to 30 feet. I recommend the M5 model which has a range of 0 to 15 feet. The accuracy of readings is better because it is a percentage of full scale. The M5 has an accuracy of 0.0075 foot (3/32 inch)

The datalogger can store up to 150,000 readings. Battery lasts 10 years.

The Barologger can be installed away from the water level datalogger such as in a nearby building and near the computer which will store the water level data and make the conversion. (Within 20 miles of Levellogger)

It appears that you are selecting the Levellogger 5 App Interface to download water level data from the Levellogger instrument. How is the data transferred to the desktop computer from the phone?

Is the 3001 Desktop Reader 5 USB Assembly to download data from the Barologger to the desktop computer?

I found the various devices online search. I suggest that you have Solinst send you a cut sheet of each component prior to ordering.

The lake level readings are determined in the computer after the Levellogger and Barologger data readings are downloaded. The instrument will not give an instantaneous reading of water level.

Xylem – YSI

The quote includes a 12" x 14" panel containing the datalogger, antenna and modem; vented pressure transducer and cable; grounding rod. Water level data can be downloaded from the cloud service, USB port or smart phone.

The pressure transducer has a range of 0 to 25 feet and an accuracy of 0.007 foot (3/32 inch). The number of data points which can be stored is not provided.

Unit has barometric pressure correction integral with the unit. There is a thin tube from the underwater datalogger to the air above to measure air pressure. The barometric measurement has a Dry Air System to prevent moisture from condensing in the submersible transducer. Suggest asking how it works. Does it require any maintenance to continue working properly for many years?

The Specifications state that the Operating Temperature has to be above freezing (32 degrees F). The datalogger will be underwater so it is not a concern. Ask supplier if vent tube for the barometric measurement can function below freezing temperature? The device will be outside in the air above the lake.

The quote is \$7,599 without installation. I am unsure the purpose of the Retrofit Kit Storm3 with Modem and if it is a necessary item.

I found the various components from an online search. If you are interested in this system, I suggest that you have Xylem YSI send you a cut sheet of each component prior to ordering.

All in all, this seems a much more complicated system than the Solinst and Onset HOBO. The automatic adjustment for barometric pressure is a nice feature, but it includes extra equipment (dry air system). The YSI equipment also includes a battery which will have to be periodically replaced. You may need to hire an instrument technician to check out and maintain the equipment periodically.

Onset HOBO Micro RX Water Level – Water Level Logging

The MicroRX Water Level Station has an above water panel and the device in the water is only a transducer (pressure sensor). The panel includes the datalogging storage, the barometric pressure sensor, connection to download data and cellular phone connection.

The device allows 5 other weather input parameters besides water level. You can decide if this would be useful for the POA but it is not the immediate concern.

The datalogger can store up to 1 million data points. The pressure transducer has a range of 0 to 13 feet and an accuracy of 0.04 foot (1/2 inch). We recommend that a different transducer be selected which has better accuracy.

Battery life for the panel is 3 to 5 years if temperature stays above -4 degrees F. The panel includes a solar panel to recharge the batteries.

The device has a water level readout at the instrument.

If you consider this system further, the supplier should send you the technical pages for each piece of equipment. I looked them up online.

The photo shows exposed cable with the MicroRX system which has exposure to weather, wildlife and vandalism. The Solinst only has the well cap and riser pipe exposed.

Request number of water level measurements which can be stored. (Could not find it on the website product data) You will likely record a water level at intervals of 1 to 15 minutes. Suggest being able to store 6 to 12 months data in the datalogger.

Conclusions

The Solinst device has the least amount of equipment outdoors. The battery life is the longest at 10 years. The accuracy is very good. It does not provide an instantaneous reading. Recommend the 15-foot range instrument.

The Onset HOBO MicroRX is less accurate for water level reading which could be improved with a different transducer. Device has instantaneous readout. Datalogging is in the aboveground panel and not in the instrument. The system has the capability to add other weather instrument input.

The Xylem YSI has high accuracy. The system has the most components and is much more expensive than the other two systems. The system may require an instrument technician for the drying system in the panel.

It appears that all three systems have options for sending data via cellular network. However data can be downloaded in person does not take long and the system will be checked every so often in person. There is less chance of potential data alteration if stored on cloud storage.

After comparing these quotations, I would lean toward the Solinst. However there are differences between the systems and you may have a different preference.

Let me know if you have any questions.

TED LABELLE | Crawford, Murphy & Tilly | w 217.572.1042 | m 217.652.8053
Senior Project Manager

From: Shaun Nordlie <shaun.nordlie@applecanyonlake.org>
Sent: Tuesday, October 12, 2021 2:09 PM
To: Ted LaBelle <elabelle@cmtengr.com>
Subject: FW: Monitoring Apple Canyon Lake with Realtime Information and Alerts

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Ted –

I talked to three different companies regarding dataloggers for the lake level (Xylem, Solinst, and Onset) – would you mind looking over the details of the three and giving me your thoughts? I am hoping to bring this to the Board for approval in November

Thanks

sn

From: Lynch, Mark - Xylem <[REDACTED]>
Sent: Friday, October 8, 2021 2:16 PM
To: Shaun Nordlie <shaun.nordlie@applecanyonlake.org>
Cc: Edmunds, Heather - Xylem <[REDACTED]>
Subject: Monitoring Apple Canyon Lake with Realtime Information and Alerts

Happy Friday Shaun,

To be well in advance of your board meeting on the 16th, I wanted to send over our quote and some information for you from our discussion the other day.

The quote includes a section that contains the water level sensor (spec sheet attached), our telemetry system, and everything you'll need to be able to check the water level from anywhere, at any time, and even be alerted to changing conditions. I'm happy to report that if you can work with US Cellular to get a SIM card, we can integrate that into the system to provide the most reliable cellular signal for your area.

As I showed you on our zoom call, you will be utilizing our HydroSphere cloud based platform to monitor the lake levels, provide varying amounts of access to the information, and even set up and manage alerts. As we start setting up your HydroSphere account, I would be happy to help you work through having the right access levels for the right people.

During our call, you and I briefly discussed the installation of the equipment. To follow up on that, I've provided an optional section on the quote that represents the installation cost if your Property Owner's Association doesn't have the time, resources, or manpower to get the equipment installed. In this scenario, we would take care of everything with the exception of your help in doing a JULIE locate and the US Cellular SIM card. As you and I discussed on Tuesday though, the installation costs can change based on you and I having an additional conversation to explore the support and abilities that you and your team can provide. For the budgetary purposes of this quote, the Onsite Services section represents the highest cost scenario. I'm available this afternoon, Monday, and Tuesday to discuss this more with you.

After you've had a chance to look at the quote and read through this email, give me a call or send me an email so we can continue our discussion to help you get prepared for the board meeting next weekend.

Thanks,

Mark Lynch
Regional Sales and Support Representative (IA, IL, KS, MO, NE)
Xylem Analytics, North America
C: +1.815.751.4481
Mark.Lynch@Xylem.com





Quote Number: B199126
Quote Created: 2021 Oct 05
Quote Expiration Date: 2021 Dec 31

Quote Prepared For:
Shaun Nordlie
Apple Canyon Lake Property Owners Association
14A157 Canyon Club Drive
Apple River, IL 61001
815-492-2292
shaun.nordlie@applecanyonlake.org

Prepared by: Mark Lynch
Cell Phone: [REDACTED]
Office Phone: [REDACTED]
Email: [REDACTED]

NOTICE:
The following pricing is proprietary and confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc.

Proposal Summary

Station equipment and water level monitoring sensor

This section contains the critical necessary equipment to provide information and alerts, in real time, anywhere in the world

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
1	203300	Turnkey Enclosure (No Data Logger) 12-in x 14-in NEMA 4X rated enclosure ready for data logger integration. Includes a 12v/18ah battery, 20 Watt solar panel, panel mount, and solar regulator. Also includes terminal strip, fusing, dessicant, and internal humidity sensor.	\$2,980.00	1	\$2,980.00
2	STORM3-00	Storm3 Datalogger, featuring simple and intuitive browser based interface (via WiFi). Compatible with most web browsers on smart phones, tablets and computers. Easy data downloading to device or thumbdrive.	\$1,015.00	1	\$1,015.00
3	203292	Turn Key, Ext Mast Antenna Kit, 10 FT. Includes the following: -10 ft. RG8, N-N RF cable -RG58/U adapter cable; right angle SMA(M) and Type N(M) -Bulkhead mount lightning arrestor -3G/4G Multiband antenna -Antenna mount	\$410.00	1	\$410.00
4	203293	Turn Key Grounding Kit Includes the following: -4 ft. grounding rod -grounding rod clamp -25 ft. of #8 Copper grounding wire	\$100.00	1	\$100.00
5	203700	HydroSphere Cloud based data hosting and visualization platform. Includes: Alarms, data exports, public website, scalable user roles, and more. Monthly service fee for new accounts.	\$9.99	12	\$119.88
6	203228	RETROFIT KIT,STORM3 WITH MODEM TO RV-50X **ANTENNA ON SEPERATE LINE**	\$1,290.00	1	\$1,290.00

#	Part Number	Description	Net Price USD	Qty	Ext. Price USD
7	H-3123-15-25VC	Submersible Pressure Transducer +/- 0.02% FSO. 15psi w/25ft Cable	\$1,448.00	1	\$1,448.00
8	H-3123-DAA	Dry Air Assembly; Used with H-3123 Submersible Pressure Transducer.	\$162.00	1	\$162.00
9	203244	CUSTOMER SUPPLIED CELLULAR ACTIVATION - Arrange data service for system and supply Xylem-YSI with mini-SIM (2FF) card, public static IP preferred, service to be active and SIM card sent to Xylem-YSI minimum 2 weeks prior to any scheduled ship dates to allow for testing with system. *Customer plans to use US Cellular*	\$0.00	1	\$0.00
10	Shipping	Shipping for Telemetry system from Ohio to Apple Canyon Lake, IL	\$75.00	1	\$75.00
Subtotal					\$7,599.88

Onsite services (No ACL Association help)

Xylem-YSI to provide onsite services (installation and commissioning of station) and installation materials/hardware.

#	Part Number	Description	Net Price	Qty	Ext. Price
1	370453	On-Site Field Technician Services - One Field Technician on site for 3 days to act as Technical Lead for specified services. (See bottom of quote for details) **All On-Site Services must be scheduled at least 4 weeks in advance, includes all travel and living expenses** **Does not include materials, supplies or consumables** Please contact us if interested in options - Price is based on driving less than 500 mile round trip for YSI employee from home base to customer site.	\$3,990.00	1	\$3,990.00*
2	EXPENSE ISS	Installation materials and hardware - 2 pole mast kit for field (PN 370250) and 30ft PVC conduit	\$600.00	1	\$600.00 *

* The optional items are not included in Grand Total calculations below.

Optional Subtotal **\$4,590.00**

Grand Total (in USD)	\$7,599.88
*Optional part(s) NOT calculated in Grand Total	

Terms **Prepay**
FOB **Origin**

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between parties.

YSI Inc., Payment Remittance Instructions
for Integrated Systems and Services

Credit Card and Purchase Orders (reference or include quote B199126)

for Integrated Systems & Services

by Phone: (937) 767-7241 (Option 3)
by EMail: YSI.orders@xylem.com
by Fax: (937) 767-1058
by Mail: YSI Incorporated
Attn: Order Entry
1725 Brannum Lane
Yellow Springs, OH 45387

- Please make PO out to YSI Incorporated at the address above (Xylem is the parent company and we do business as YSI Incorporated).
- All purchase orders should be accompanied with a copy of this quote or clearly reference the quotation number.
- All purchase orders should have a complete billing and complete shipping address on the purchase order.
- For order acknowledgement please provide email address to send updates on order.
EMail_Address_____
- Taxes and tariffs are additional and are not included in the above pricing unless explicitly stated as a line item.
- Shipping charges are additional and are not included in the above pricing unless explicitly stated as a line item.
- Tax Exempt customers must include their Tax ID on their purchase order. Proof of Tax Exemption status may be required.
- Please notify orders@ysi.com if you plan to pay with a check without a PO or Credit Card.

Payment Remit Address for quote B199126

YSI Incorporated
Tax ID: 31-0526418
DUNS# 00-424-6716

by Check (Drawn on US Banks Only)
YSI Inc
26717 Network Place
Chicago, IL 60673-1267
Account Numb: 20000011127562
Account Name: YSI Inc.
by ACH (with Addenda Record), Wire or SWIFT
JPMorgan Chase Bank, N.A.
1 Chase Manhattan
New York, NY 10005
Account Numb: 20000011127562
Wire Routing #: 021000021
ACH Routing #: 028000024
SWIFT BIC: CHASUS33

NOTE: Customer is responsible for all wire, banking and credit card processing fees. In order to avoid delays in payment processing, please ensure that the remittance advice includes the following:

- Invoice number
- Invoice date
- Invoice amount

Warranty

General

YSI Integrated Systems, including standard sensor and accessories, are warranted for one year from date of purchase by the end user against defects in materials and workmanship. All Cables are warranted for one year from date of purchase by the end user against defects in material and workmanship. The warranty period for chemicals and reagents is determined by the expiration date printed on their labels. Within the warranty period, YSI will repair or replace, at its sole discretion, free of charge, any product that YSI determines to be covered by this warranty. Third party sensors and items not manufactured by YSI are not covered under this warranty. The original manufacturer's warranty may apply to the end customer, warranty claims should be directed to original manufacturer.

To exercise this warranty, write or call your local YSI representative, or contact YSI Customer Service in St. Petersburg, Florida, USA (information at the bottom of this page). Send the product and proof of purchase, transportation pre-paid, to your local YSI representative or the Factory Service Center selected by YSI. Repair or replacement will be made and the product returned transportation pre-paid. Repaired or replaced products are warranted for the balance of the original warranty period or at least 90 days from date of repair or replacement.

Limitation of Warranty

This warranty does not apply to any YSI product damage or failure caused by:

- (i) failure to install, operate or use the product in accordance with YSI's written instructions,
- (ii) abuse or misuse of the product,
- (iii) failure to maintain the product in accordance with YSI's written instructions or standard industry procedure,
- (iv) any improper repairs to the product,
- (v) use by you of defective or improper components or parts in servicing or repairing the product, or
- (vi) modification of the product in an way not expressly authorized by YSI.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YSI's LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY. IN NO EVENT SHALL YSI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECTIVE PRODUCT COVERED BY THIS WARRANTY.

YSI Factory Service Centers

United States

YSI Integrated Systems & Services

1725 Brannum Lane

Yellow Springs, OH 45387

Phone: 937-767-7241

E-Mail: systems@ysi.com



MODEL H-3123

SUBMERSIBLE PRESSURE TRANSDUCER

The **H-3123** is a Submersible Pressure Transducer used to accurately measure water level/pressure. Transmit data digitally over long cable lengths of up to 304.8 meters (1000 feet).

APPLICATIONS

Accurately measure ground and surface water pressure, temperature, and levels in storm water stations, stream gauge sites, waste water facilities, aquifer monitoring, and hydrometeorological systems.

KEY FEATURES

- Accuracy over temperature range $\leq 0.02\%$ FS. For our 15 psi range this exceeds 3mm (± 0.01 ft) of water
- Dry air moisture barrier system provides atmospheric compensation
- No on-site calibration required
- Stainless steel sensor diaphragm, ballast, and casting
- SDI-12 Output
- Polyurethane vented sensor cable is durable and rugged



H-3123



a xylem brand

SPECIFICATIONS

PERFORMANCE			
Accuracy	Pressure	Less than or equal to 0.02% of full scale output (FSO) over temperature range	
	Long-term Stability	Drift is less than $\pm 0.10\%$ of FSO per year	
Resolution	Pressure	1 part in 1,000,000 (0.0001%)	
	Temperature	1 part in 1,000,000 (0.0001%)	
Range	PSI ranges: 15, 30, 50 or 100		
	Pressure	Depth	
	0 to 103.4 kPa (15 psi)	0 to 10.54 m (34.6 ft)	± 2 mm (0.007 ft)
	0 to 206.8 kPa (30 psi)	0 to 21 m (69.2 ft)	± 4 mm (0.01 ft)
	0 to 344.7 kPa (50 psi)	0 to 35.16 m (115.35 ft)	± 7 mm (0.02 ft)
0 to 689.5 kPa (100 psi)	0 to 70.3 m (230.7 ft)	± 14 mm (0.05 ft)	
General	Pressure Overload	Less than 2 times the rated pressure	
	Media Compatibility	Liquids and gases compatible with stainless steel and polyurethane.	
	Dry Air System	Prevents moisture from condensing in the submersible pressure transducer. Provides compensation for changes in atmospheric pressure without impairing the sensor's accuracy.	
MECHANICAL / POWER			
Size	Housing	22.2 mm max W x 165 mm L (0.875 in max W x 6.5 in L)	
Material	Material	316 L stainless steel with polyurethane vent tubing	
Power Requirements	Voltage Input	9.6 to 16.0 volts DC	
	Current	Standby: 1 mA maximum Active: 15 mA maximum	
Connector	Cables	3.048 m (10 ft) Cable (H-3123 to junction box): Polyurethane jacket, vented, shielded, three-wire cable. *Stainless steel cable not necessary. UV vented cable sold separately.	
General	Cable Length	Maximum: 304.8 m (1000 ft)	
	Protection	On-board transient surge protection 1.5KVA	
COMMUNICATION			
SDI-12	Baud Rate	1200	
	Protocol	SDI-12, V1.3	
	Response Time	4-second measurement sequence	

ENVIRONMENTAL		
General	Operating Temperature	0° to 40° C (non-freezing)
	Compensated Temperature	0° to 40° C
	Storage Temperatures	-10° to 75° C
MISCELLANEOUS		
Accessories	H-3123-DAA	Dry Air Assembly
	H-3123-MB	Media Barriers
	H-3123-VC	Vented Cable (price per foot)
	H-3123-H	Vented Cable Mesh Grip Hanger
	H-306	Dry Air System Desiccant Pack (10/pack)
Warranty	The WaterLOG® H-3123 is warranted against defects in materials and workmanship for one year from date of shipment.	
Note	Specifications subject to change without prior notice due to ongoing commitment to product testing and improvement. LR May, 2016. (D06-06 0516)	

Shaun Nordlie

From: Shaun Nordlie
Sent: Wednesday, October 27, 2021 1:43 PM
To: Angie Marek; Bob Ballenger; Gary Hannon; Henry Doden; mcammack49@gmail.com; Ron Carpenter; Steve Nelson; Rich Krasula
Cc: Shaun Nordlie
Subject: FW: Onset - Water Level Station
Attachments: Micro RX Water Level - Rain Gauge.JPG

Hi Shaun,

Just got word back from US Cellular and they stated you shouldn't have an issue getting one of their sims for our station. Below are the rates for user supplied sim option. Unfortunately these are changing come December 1st to \$99 for SP-611 and \$149 for SP-610. If the purchase is made before then the below amounts would cover the first year.

4G Cellular Plans	US Only	Global	Fastest Connection/Logging Intervals	Sensors	Annual Cost
User-supplied SIM	SP-610	SP-610	10 minutes / 1 minute	65 sensors	\$100
User-supplied SIM (30-minute logging rate only)	SP-611	SP-611	6 hours / 30 minutes	20 sensors	\$0

Hi Shaun,

If the transducer is placed below ice level then it should be fine. The station can handle temperatures as low as -4°F, or -40°F if you replace the batteries in the winter with lithium. The transducer is rated to -4°F, but again it is not suggested to have water freeze over the sensor.

I sent a note over to US Cellular but I have not heard back yet, I will send them another email today.

Thank you.

Andrew Thomson
Sales Application Specialist
Onset Computer Corporation
Direct: 508-743-3199
Main: 1.800.LOGGERS
Fax: 508.759.9100
Andrew_Thomson@onsetcomp.com
www.onsetcomp.com

ONSET

From: Shaun Nordlie <shaun.nordlie@applecanyonlake.org>
Sent: Tuesday, October 12, 2021 3:33 PM
To: Andrew Thomson <[REDACTED]>
Subject: {EXT} - RE: Onset - Water Level Station

{EXTERNAL SENDER} - Be careful opening attachments or clicking on links in this message as it was sent from someone outside of the Onset organization.

Thank you Andrew –

Can you remind me –

Can this device be left in the lake during the winter/ice months?

Any word on the US Cellular option yet?

Thanks again,

Shaun

From: Andrew Thomson <Andrew_Thomson@onsetcomp.com>
Sent: Wednesday, October 6, 2021 7:13 AM
To: Shaun Nordlie <shaun.nordlie@applecanyonlake.org>
Subject: Onset - Water Level Station

Hi Shaun,

Thank you for the call Monday, it was a pleasure speaking with you!

I just wanted to follow up and provide a shopping cart and some info for the station discussed on our call. As mentioned, the [MicroRX Station](#) offers a remote water level monitoring solution with 5 inputs for various weather parameters, such as rainfall, temp/rh ect.... This station pushes data directly to our cloud based software HOBOLink.com, where you can create customized dashboards, share them via public URL, set up text message or email alerts, export data via Excel or CSV file, and more. The station has a 1.7 watt solar panel built in, and a rechargeable battery pack that will last around 3-5 years. We offer replacement battery packs for \$39.

The water level set up is designed with 3 main components, the transducer for absolute pressure in the water, a direct read cable from the transducer to the station to push that data, and the station provides barometric pressure. With everything listed the data will be pushed as “water level” and our software does this correction for you. I have added a picture of another HOA that is currently using this same setup. The cable length can be any length you want, I have included a 5M length below just for quoting purposes.

In regards to the cellular data plan, we offer GSM for \$150 annually. I am still checking in with our Product Managers about our status with US Cellular, I will follow back up with that information. If you have any other questions please do not hesitate to reach out directly!



MicroRX Water Level Station

RX2104

\$700 **\$850**

[View product](#)

Included Service Plan: US-only Basic (4G)

SP-812

1

\$150



Water Level Sensor
4m (13') Stainless Steel

MX2001-04-SS-S

\$350 **\$350**

[View product](#)



Water Level Sensor Cable for RX2100
5.0m RWL Cable

CABLE-RWL-5.0

\$90 **\$90**

[View product](#)



Well Cap for MicroRX Water Level Stations

WELL-CAP-02

\$59 **\$59**

[View product](#)



Davis® 0.01" Rain Gauge Smart Sensor

S-RGE-M002

\$210 **\$210**

[View product](#)



SOLINST TECHNICAL BULLETIN

Long-term Open Channel and Surface Water Monitoring with Leveloggers

[More Info](#) | [Instructions](#) | [Get Quote](#)

Levellogger Selection

Leveloggers are used for measuring water levels in various surface water applications including:

- flood and drought monitoring,
- base flow monitoring in stream beds,
- watershed recharge studies,
- stream gauging,
- lake and reservoir level monitoring,
- harbour and tidal fluctuation monitoring,
- wetlands monitoring,
- stormwater runoff monitoring,
- construction site runoff management,
- ecological studies, field research and more.

When selecting the proper Levellogger for a surface water application, careful consideration is required. For installation within rivers, streams, wetlands, and lakes, the shallow pressure range (M5) Levellogger 5 or Levellogger 5 Junior should be considered. These instruments are ideally suited for shallow surface water applications, where precise water level measurements are essential.

The M5 Levellogger 5 or 5 Junior instruments use highly sensitive pressure sensors for precise water level accuracy and resolution. The Levellogger 5 M5 range is designed for 5 meters or 15 feet submergence, and can attain typical water level accuracies of ± 3 mm (0.01 ft). This allows subtle variation in water levels to be recorded with high accuracy.

In coastal applications, such as flood and storm surge monitoring, it is important to use instruments that are more resistant to corrosion and biofouling, as well as able to handle larger fluctuations in level (tidal, storms), such as the Levellogger 5 M20. For added protection, a Biofoul Screen is available for use in coastal environments.



Levellogger 5 and Levellogger 5 Junior instruments provide accurate water level and temperature datalogging in surface water applications.



This Levellogger was secured to the bottom of a river using a metal plate, and a cinder block.



A Levellogger 5 App Interface is being used to communicate with the Levellogger in the field.

Installation Methods

The following section has been adapted from *Measuring Stream Temperature Using Dataloggers: Laboratory and Field Techniques* by the Ontario Ministry of Natural Resources, Aquatic Research and Development Section.

Before installing your Leveloggers, it is important to observe your surroundings, as well as the water body's characteristics.

If your application is in a public area that is regularly visited (for fishing, boating, etc.), you need to consider concealing your application so it is not tampered with. It is best to use natural rocks or debris to hide installations where possible, but remember to ensure you do not to impede water flow to the Levellogger sensor.

You should determine if access to the site might be a problem in the future. Avoid installing in rapid moving water, near an unstable bank, or an area that could become too deep to access. It is ideal to install during a dry, low flow period, for safety, as well as to ensure you have installed to a sufficient depth so that the Levellogger is always submerged. In streams and rivers, it is necessary to base your installation method on the stream characteristics. The depth, stream load, flow velocity and substrate, are all factors. To avoid damage, remember to protect your datalogger from ice.

High Quality Groundwater and Surface Water Monitoring Instrumentation

Solinst[®]

Long-term Open Channel and Surface Water Monitoring with Levelloggers



A “staked” installation is ideal for turbid streams, dynamic alluvial, and soft organic or silty stream beds. A simple staked installation uses a solid rebar or steel rod (12–24" x 3/8–3/4") with a small hole at the top end. The hole is used to thread a short cable tie or suitable wire/rope to attach the Levellogger, as well as a tag or marker to the rod. The rod is hammered into the substrate until only about 2–4" of it is exposed.

A “free-weight” installation is best for slower moving streams with lower turbidity, bedrock dominated stream bed, or in a stream with a softer organic or silty stream bed. A free-weight installation may consist of a cinder block with a Levellogger secured to the inside of the block using a cable tie or metal straps. The cinder block is placed securely, directly in the stream.

In turbid conditions, the free-weight method is not recommended, as it will not be as easy to locate the block. A “tethered” method works well in turbid conditions, as it makes it easier to retrieve your Levellogger. Tethered installations are also a good method to use in areas where there are steep banks, or streams with deeper and more rapid rises and falls in water level.

A basic tethered installation can consist of a half cinder block with the Levellogger secured to the inside of the hole. An appropriate length of strong wire rope is attached around the cinder block, the other end is attached to a steel rod or rebar with a hole in one end.

The cinder block is placed carefully into the stream while holding the steel rod. Once the cinder block has settled on the bottom of the stream, the rod is hammered into the streambed until it is flush. A rock can be placed on the steel rod to keep it hidden.

Other Recommendations

Stilling wells are also a highly recommended method for direct installation in streams or rivers. Stilling wells can be constructed to shield the instrument from turbulent water. In shallow water bodies where icing/freezing may penetrate to the bottom, the Levellogger can be installed in a vented stilling well imbedded into the bottom of the water body beyond the frost line.



Levelloggers can be installed in protective pipes and secured to permanent fixtures, or directly in drilled holes in natural rock.

For coastal or deeper applications, Levelloggers can be placed in a protective pipe or casing and then attached to a permanent fixture such as a bridge, pier, etc., or a hand driven marker/rod in a pond or lake. There have also been cases where the protective pipes have been placed in drilled holes directly in natural rock.

Note: Levellogger Software allows Manual Data Adjustments using the software's Data Compensation Wizard. After data collection, this allows you to enter a manual field measurement as a field zero, such as a depth to water level measurement using a water level meter, or a staff gauge, so that all of your Levellogger readings (height of water above the sensor) can be converted to height above sea level measurements, which is typical in many surface water studies.

Reference

Jones, N.E. and L. Allin. 2010. Measuring Stream Temperature Using Data Loggers: Laboratory and Field Techniques. Ontario Ministry of Natural Resources, Aquatic Research and Development Section, OMNR Trent University, Peterborough, Ontario. 28 pp.

Locking Well Caps

A locking well cap, designed to support both 2" and 4" wells (using an Adaptor). This versatile, vented well cap is available in two configurations. The first is designed to support our Levelogger Series of products, the second is designed to support our Bladder Pumps and Double Valve Pumps. Solinst Locking Well Caps are convenient, durable, and suitable for numerous other applications and installation types.



Well Caps can be permanently secured to the well casing using screws and the cap securely locked using a 3/8" (9.5 mm) shackle diameter lock



Standard 2" Locking Well Cap
(Fits Nominal 2" PVC Pipe)



Standard 2" Locking Well Cap
with 4" Well Adaptor
(Fits Nominal 4" PVC Pipe)

Levelogger Installation Well Cap



Standard 2" Locking Well Cap
with dust plugs - Top View



Bottom View shows eyebolt used to secure pumps and Leveloggers



Well Cap with Single Levelogger
Direct Read Cable Installed
(two additional access holes
available for monitoring)



Well Cap with Two Levelogger
Direct Read Cables Installed
(one additional access hole
available for monitoring)

The Model 3001 Levelogger Well Cap Assembly is designed to fit 2" wells (or 4" wells with an Adaptor), and provides options for installing Leveloggers with wireline, Kevlar cord, or using a Direct Read Cable.

When installing Leveloggers using a stainless steel wireline or Kevlar cord suspension, the water level dataloggers are securely supported when tied off to the eyebolt included on the underside of the well cap insert.

When installing Leveloggers using a Direct Read Cable, the cable simply fits inside the well cap insert hole, when the red dust cap is removed. For Levelogger installations where a Barologger is intended to be installed in the same well, the well cap supports up to two Direct Read Cables. Even with two Direct Read Cables installed, there is still an access hole available for manual water level measurements or groundwater sampling, without disturbing the down-hole Leveloggers.

Levelogger Well Cap Advantages

- Vented to equalize atmospheric pressure in the well
- Supports up to two Leveloggers
- Lockable, secure installation
- Eyebolt provides sturdy tie off
- Fits both 2" and 4" monitoring wells (using an Adaptor)
- Use a 3/8" Allen/hex key to remove the extra plug for additional monitoring access
- One design provides multiple equipment support

* Solinst is a registered trademark of Solinst Canada Ltd.

Dedicated Well Cap Manifold for Pumps

The Model 407/408 Dedicated Well Cap Assembly is designed for long term, dedicated installations of **Solinst Model 407 Bladder Pumps or Model 408 Double Valve Pumps**.

The Well Cap insert comes with quick-connect fittings for the drive and sample lines. Also included are push-fit adaptors that allow the use of 1/4" or 3/8" tubing as desired.

When the red dust cap is removed, there is access for monitoring instrumentation such as **Water Level Meter** probes or **Leveloggers** for water level and draw-down measurements during pumping. The eyebolt on the underside provides a sturdy suspension point for the Pneumatic Pumps.

Pump Well Cap Advantages

- Ideal for dedicating pumps to help avoid cross-contamination
- Lockable, secure installation for long term applications
- Eyebolt provides pump support
- Fits both 2" and 4" monitoring wells (using an Adaptor)
- 0.89" (22.6 mm) access hole allows additional monitoring equipment in the well while pumping



Well Cap Setup for use with Model 407 Bladder Pumps and 408 Double Valve Pumps

Customer/Prospect #: 13774

Date Printed: Oct-04-2021
Quote Date: Sep-23-2021

Bill To:

Shaun Nordlie
Apple Canyon Lake Property Owners
Association
14A157 Canyon Club Dr
Apple River IL 61001
UNITED STATES

Ship To: 0

Shaun Nordlie
Apple Canyon Lake Property Owners
Association
14A157 Canyon Club Dr
Apple River IL 61001
UNITED STATES

Solinst Canada Ltd.
35 Todd Road
Georgetown ON L7G 4R8
Canada
Fax: 905-873-1992/800-516-9081
Phone: 905-873-2255/800-661-2023

Attention: Shaun Nordlie
815 492 2292

Attention: Shaun Nordlie

email: instruments@solinst.com
web: www.solinst.com

Quote Expiration	Ship Via	Shipping Terms	Duty & Brokerage	HST/PST	GST	State Tax	Terms	
Nov-22-2021	UPSG	DDP	Included	TAX 0%	GST EX	Customer remit	Credit Card	
Qty	Part#	Description	U-M	List Price	Disc 1	Disc 2	Net Price	Ext Price
1.00	114610	3001 Levellogger 5, M10	EA	610.00	0.00	0.00	610.000	610.00
1.00	114608	3001 Barologger 5, M1.5 Assy.	EA	319.00	0.00	0.00	319.000	319.00
1.00	114834	3001 L5 Direct Read Cable (50ft) for the Levellogger 5	EA	125.00	0.00	0.00	125.000	125.00
1.00	114832	3001 L5 Direct Read Cable (5ft) for the Levellogger 5	EA	84.00	0.00	0.00	84.000	84.00
1.00	114404	3001 Desktop Reader 5 USB Assembly	EA	104.00	0.00	0.00	104.000	104.00
1.00	115009	3001 Levellogger 5 App Interface	EA	358.00	0.00	0.00	358.000	358.00
1.00	110099	3001 Well Cap Assembly (2") for the Levellogger	EA	23.00	0.00	0.00	23.000	23.00

10/4/2021, revised quote (DRC & well cap added)

Data sheets, guides attached

Orders ship 2 weeks after the receipt of order, plus transit time.

US Orders require an US company Federal Tax ID number.

Shipping is extra

Sale Amount:	1,623.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Misc Charges:	0.00
GST:	0.00
HST/PST:	0.00
Total Amount:	1,623.00
	US Dollar

E&OE

Freight extra unless otherwise indicated

Please allow additional time for transit

ALL PRICES ARE SUBJECT TO PRODUCT AVAILABILITY AT TIME OF ORDER

Salesperson: Loit, Susan

SIGNATURE _____

12.3



Memorandum

To: ACL Board

Date: November 9, 2021

From: Shaun Nordlie

Memo #: 2021-97

Topic: Campsite Conversions

Issue & Analysis: In 2019 we started the process of adding a pavilion and converting tent sites to electric/water sites in the campground. Paperwork needed to be filed with the county for special use permits and variances for compliance. We finally have all the permits required and are ready to convert the campsites. There will be five sites total that will be split out between seasonal sites and nightly rentals. A map has been provided with the locations of the sites.

Recommendation: To approve the conversion of five tent sites to electric/water sites at the ACL campground as proposed in this Board packet to paid from the R&R fund.

Plan on a Page: High Performing Operations and Management

Apple Canyon Lake Property Owners Association Committee Motion Card

Committee: AECC

Date: November 6, 2021

Agenda Item: 5.1

I Move:

Regarding Campground

To permit the construction of five trailer pads with electric and water hookup and the removal of five primitive tent sites as per the submitted documents. No variance is granted. Jo Daviess County Planning and Development permits and Jo Daviess County Health Depart approval must be obtained before the ACL permit will be considered issued.

Action Taken

MOTION MADE BY: <u>Jordan Williams</u> <i>SW</i>	VOTE RECORDED:
MOTION SECONDED BY: <u>[Signature]</u> <i>SW</i>	YEA: <u>8</u>
CHAIR: <u>Cindy Zoghy</u>	NAY: <u>0</u>
	ABSTAIN: <u>0</u>

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION
ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE
BUILDING PERMIT APPLICATION

PERMIT NO. _____ S.1
 ISSUE DATE _____

OWNER'S NAME ACLPOA PHONE NO. 815, 492, 2238 SUBDIVISION CAMPGROUND
 ADDRESS 14A157 CANYON CLUB DR. LOT NO. TEST SITES
 BUILDER'S NAME SELF PHONE NO. () _____
 ADDRESS _____
12, 13, 14, 20, 21

GENERAL CARPENTRY CONTRACTOR (Name, Address, Phone)					
CONCRETE CONTRACTOR (Name, Address, Phone)					
ELECTRICAL CONTRACTOR (Name, Address, Phone)					
HEATING CONTRACTOR (Name, Address, Phone)					
MASONRY CONTRACTOR (Name, Address, Phone)					
LANDSCAPING CONTRACTOR (Name, Address, Phone)					
PLUMBING CONTRACTOR (Name, Address, Phone)					
SEPTIC SYSTEM CONTRACTOR (Name, Address, Phone)					
OTHER (Name, Address, Phone)					
RESIDENCE _____		ADDITION _____		REMODELING _____	
GARAGE _____		DRIVEWAY _____		PIER/DOCK _____	
DECK _____		SHED _____		LANDSCAPING _____	
				WATER FRONT _____	
				OTHER <u>X</u>	
				GENERAL _____	

DESCRIPTION: CONSTRUCT 5 VEHICLE PADS WITH ELECTRIC AND WATER HOOKUP IN PLACE OF 5 TENT SITE

REQUIRED INFORMATION: FOR ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE ONLY

PLANS (3 SETS)	SEPTIC DESIGN w/ County Approval	WATER TAP FEE
PERMIT FEES	BOND FEES	TITLE RECORD
COUNTY BUILDING PERMIT	ENTRANCE PERMIT (Township)	OTHER

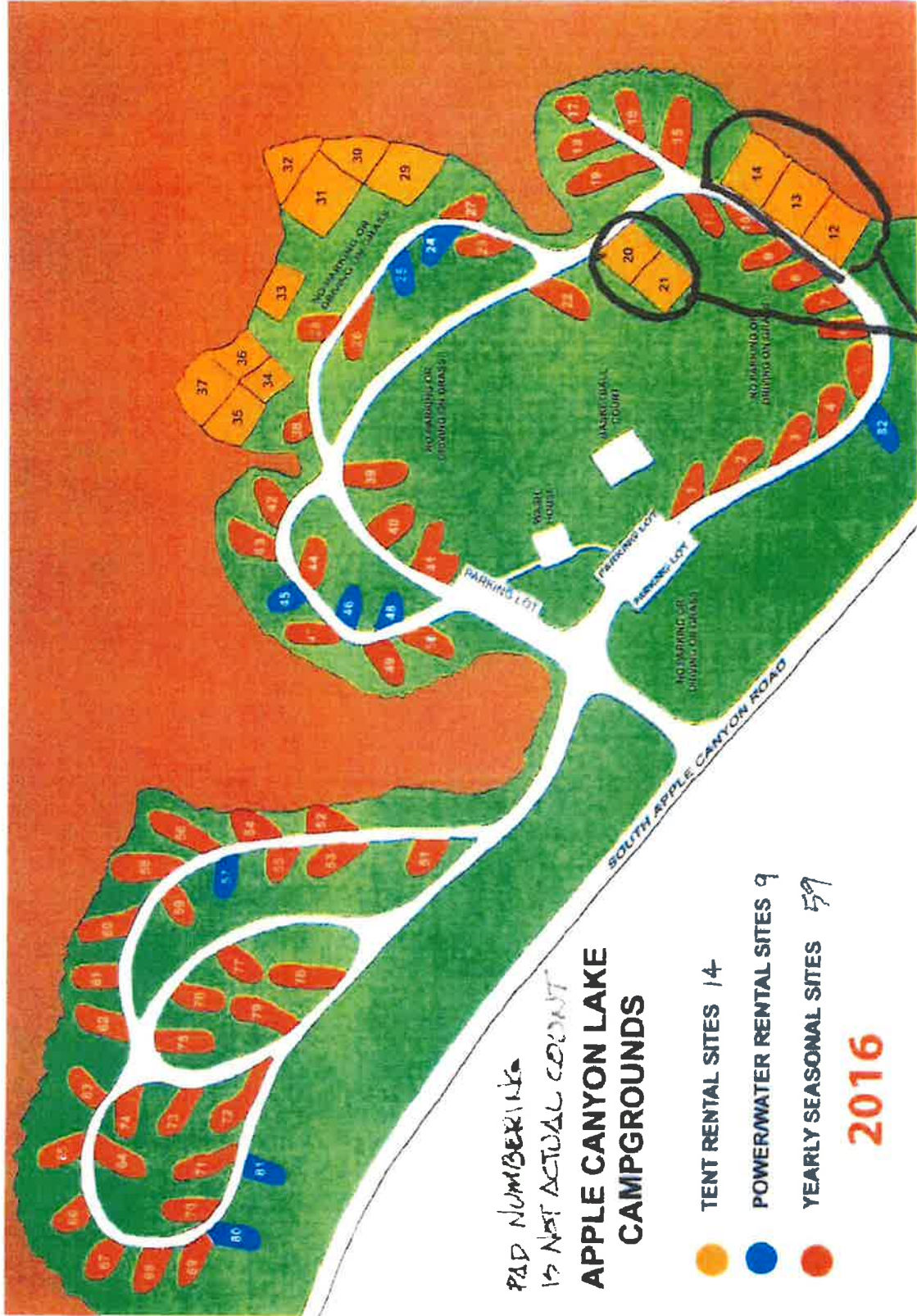
APPROVED BY: JW Date: 9/24/21

Notes

<p><u>FEE: WAIVED</u></p> <p>Total Permits Paid \$ _____</p>	<p>Owner/Builder Signature <u>JW</u> (Date) <u>9/24/21</u></p> <p>AECC Signature _____</p> <p>AECC Signature _____</p> <p>AECC Signature _____</p>
--	--

*Make all checks payable to Apple Canyon Lake Property Owners Association * See Back Pg for Breakout

THE ISSUANCE OF A BUILDING PERMIT DOES NOT RELIEVE THE OWNER AND/OR CONTRACTOR AND SUBCONTRACTOR OF RESPONSIBILITY TO COMPLY WITH THE ACL BUILDING CODE AND ALL APPLICABLE STATE AND COUNTY REGULATIONS. NOTE - AN ON SITE DUMPSTER IS REQUIRED FOR ALL NEW HOUSES AND MAJOR ADDITIONS/REMODELING.

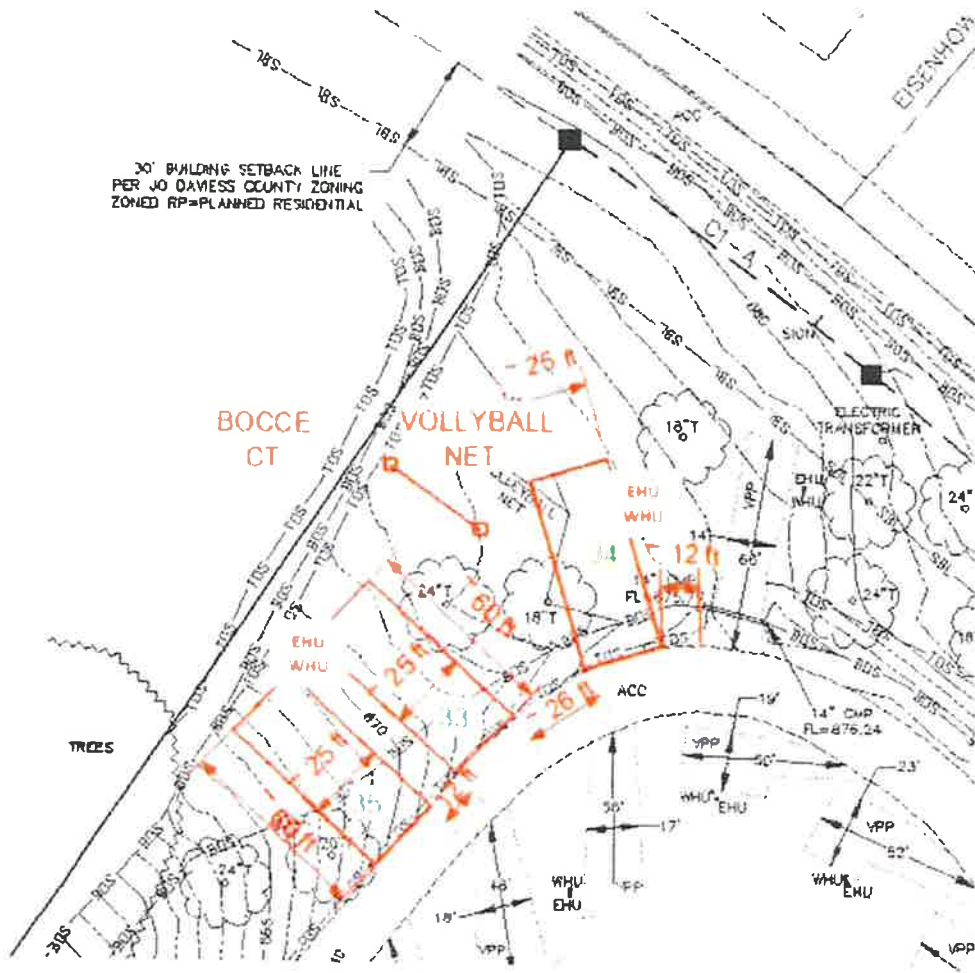


PAD NUMBERING IS NOT ACTUAL COUNT
**APPLE CANYON LAKE
 CAMPGROUNDS**

- TENT RENTAL SITES 14
- POWER/WATER RENTAL SITES 9
- YEARLY SEASONAL SITES 57

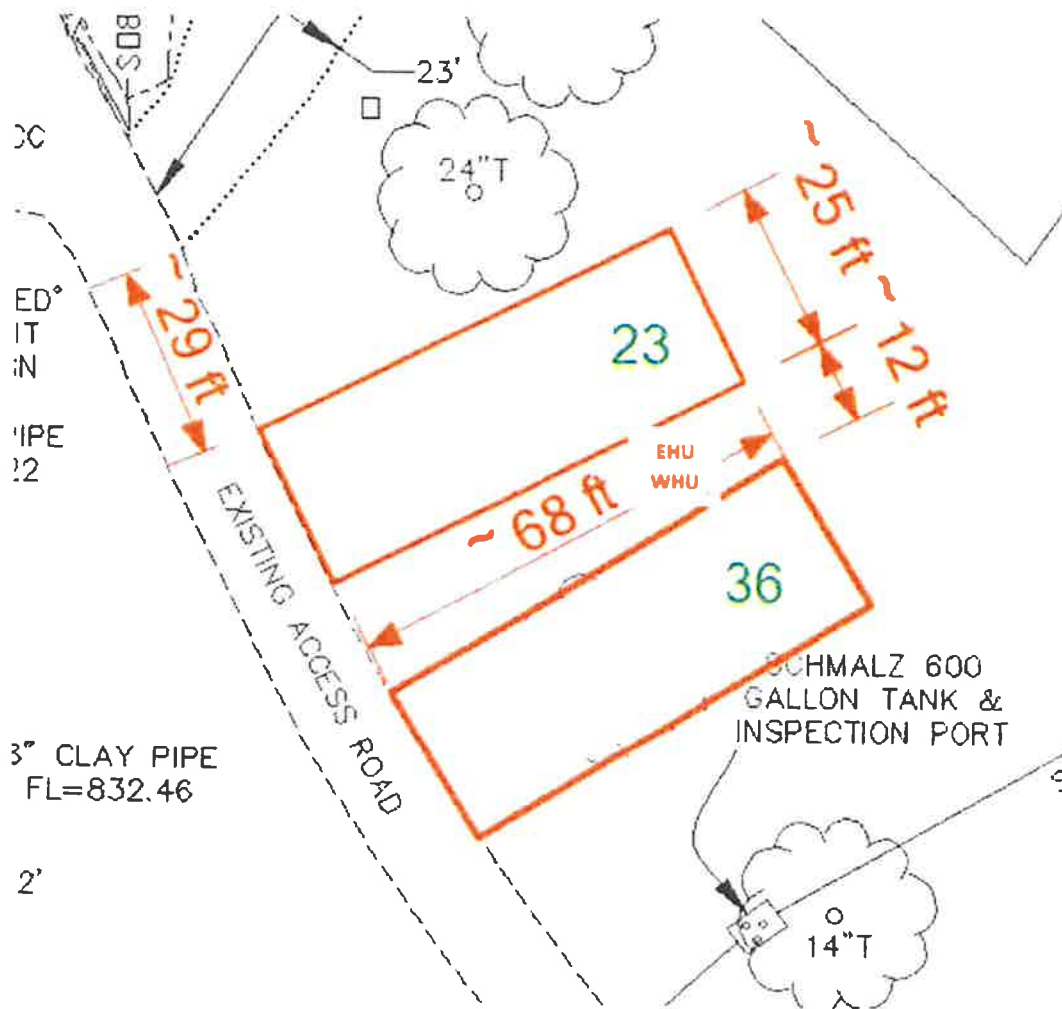
2016

CONVERT TO P/W



Relocate volleyball net

Add three new 25' wide by 60' long trailer pads with two new electric and water hook-up stations for seasonal occupancy restricted to ACL Property Owners and their guests. Pads shall be constructed with at least eight inches (8") of crushed aggregate material.



Add two new 25' wide by 68' long trailer pads with a new electric and water hook-up station for seasonal occupancy restricted to ACL Property Owners and their guests. Pads shall be constructed with at least eight inches (8") of crushed aggregate material.

12.4



Memorandum

To: Board of Directors

Date: October 4, 2021

From: Shaun Nordlie

Memo: 2021-86

Topic: Multi-Sport Complex Ad Hoc Commission

Issue & Analysis: The 2022 R&R budget includes \$245,000 for a replacement of the Multi-Sport Complex. With a purchase this large and because of the many options for replacing the Multi-Sport Complex, an ad hoc commission will be used to help the Building and Grounds Manager in researching and finding the best solution for our new Multi-Sport Complex. The charge of the ad hoc commission will be as follows –

To work with the Building and Grounds Manager to research options for replacing the Multi-Sport Complex and to make a recommendation to the Board of Directors to award the project to the best contractor based on the findings of the Building and Grounds Manager and the ad hoc commission.

Recommendation: To create the Multi-Sport Complex Ad Hoc Commission with the charge of working with the Building and Grounds Manager to research options for replacing the Multi-Sport Complex and to make a recommendation to the Board of Directors to award the project to the best contractor based on the findings of the Building and Grounds Manager and the ad hoc commission.

12.5



Memorandum

To: ACL Board

Date: November 9, 2021

From: Shaun Nordlie

Memo #: 2021-95

Topic: Lower 80 Lease Renewal

Issue & Analysis: The Association has leased 36.7 acres of tillable land south of the Apple Canyon Lake dam to Rodney Wurm for forty years. The current lease expires in February 2022.

Recommendation: To approve the three-year farmland lease (March 1, 2022, to February 28, 2025) with Rodney Wurm as presented in Executive Session.

Plan on a Page: Amenities and Services

12.4



Memorandum

To: ACL Board

Date: November 5, 2021

From: Rules & Regulations Commission

Memo #: 2021-94

Topic: Rules & Regulations: Campground Winter Storage

Analysis: Staff brought a revision to section X. Campground, D. Seasonal Campsites to the Rules & Regulations Commission at their November 5 meeting. The recommended language prepared by staff was approved unanimously by Rules & Regulations and recommended to the Board of Directors for approval.

The current Rules & Regulations require that the owner pay all required fees on all lots owned by March 1, complete an annual Campsite License, and provide insurance and a state recreational vehicle registration or title. A current state recreational vehicle registration must be provided if the camper is transported to/from the Campground (Camper Storage not paid). A current State Recreational Vehicle Registration or Title will be accepted if Camper Storage fee is paid.

Owners have argued with staff that it doesn't say **when** Camper Storage is paid. We have had owners state they will pay camper storage later and only provide a title by March 1. Sometimes the Camper Storage fee is eventually paid, but sometimes it is not paid, and no State Recreational Vehicle Registration is provided. To ensure that every Seasonal Campsite is truly compliant with the March 1 deadline, we are asking that the Camper Storage fee also be due March 1. If owners do not want to pay Camper Storage March 1, they can request it be removed from their account and provide a state recreational vehicle registration instead.

Recommendation: No motion required at this meeting. For presentation & discussion only.

Apple Canyon Lake Property Owners Association Committee/Commission Motion Card

Rules + Regs Committee/Commission

Date 11-5-21

I move:

Rules + Regs Commission recommends to ACL Board to approve Sect. D Seasonal Campsites with additional verbiage as noted on attached.

Action Taken passed

MOTION MADE BY:

DAVE

MOTION SECONDED BY:

GEORGE

CHAIR:

Wickie Bershons

VOTE RECORDED:

YEA:

5

NAY:

0

ABSTAIN:

-

Date Received 11/5/21

Given to B&D

Date Completed

D. Seasonal Campsites

1. The previous year's Seasonal Campsite License may be renewed if both renewal and registration are completed by March 1. Payment of Annual Dues, OARF(s), Trash, and the Seasonal Campsite Fee must be made on or before March 1 on all properties owned. Governing Documents require that all assessments (membership dues, trash, special assessments, interest, lien fees) be paid on all properties owned by all owners, designated members or occupants associated with all their properties prior to registration. Without limiting this requirement, but by way of example, if Lot 1 has two owners, persons A and B, and Lot 2 is owned by one owner, person A, then even if the dues on lot 1 have been paid by person A and/or B, neither person A nor person B can receive a camper tag or sticker until the dues for Lot 2 are paid by owner A, regardless of the fact that person B has no ownership interest in Lot 2. A completed and signed Campsite License agreement must be returned with payment on or before March 1 as part of the renewal and registration process. Failure to complete all requirements of the Campsite License by the date specified therein will result in forfeiture of the campsite to ACL, any previously granted license will be revoked, and the site will be assigned to another ACL lot owner. All camping units registered to a seasonal site must be owned by a property owner and registered annually with the Association by providing a completed Campsite License agreement, proof of liability insurance, State Registration or Title (see b. below), and by paying the required fee. All seasonal camping units must display a current year ACL sticker and ID numbers issued by the Association prior to occupying a campsite. For camping units stored on site over the winter, the current year ACL sticker & ID numbers must be displayed by Memorial Day Weekend. The current year ACL sticker and ID numbers must be visible from the road. All Seasonal Campsite Licenses are transferable only to another ACL property owned concurrently by the same Property Owner. Campsite Licenses may not be transferred to another Property Owner or with the sale of a lot. Upon the sale of the lot, the Campsite License agreement will automatically and immediately terminate.
 - a. All camper owners must provide ACLPOA with proof of liability insurance. The minimum required amount of liability insurance coverage shall be \$500,000 for bodily injury and property damage combined. Acceptable proof of liability insurance documents must meet the following requirements: the policyholder/named insured is the property owner of record; the insured camper must be described, and the policy term expiration date and liability coverage amounts must be listed. Continuous until canceled policies will not be accepted.
 - b. A copy of the current State Recreational Vehicle Registration or Title must also be provided to ACLPOA. A current State Recreational Vehicle Registration must be provided if the camper is transported to/from the Campground. A current State Recreational Vehicle Registration or Title will be accepted if Camper Storage fee is paid. **The Camper Storage fee must be paid by March 1 if only a Title is provided. If the owner chooses not to store the camper at the Campground over winter, the camper must be removed prior to the Campground closing date and the Camper Storage fee will be refunded after a current State Recreational Vehicle Registration is provided.**

12.7



Memorandum

To: ACL Board

Date: November 12, 2021

From: AECC

Memo #: 2021-98

Topic: Energy Policy Update

Issue & Analysis: On July 26, 2021, Governor Pritzker signed House Bill 0644 as Public Act 102-0161. There are significant changes to this Act that may affect how owners within the association communities' approach solar energy. Legal counsel updated the current ACL Energy Code with the required updates. At AECC meeting on November 6, 2021, the committee also discussed removing the option for a variance for ground solar arrays. Language was removed from the Energy Code allowing a variance for homeowners who wanted to add solar ground arrays to their property. The changes proposed by legal counsel are highlighted in yellow, the changes to the ground array variance are highlighted in blue.

Recommendation: No motion required at this meeting. For presentation and discussion only.

Plan on a Page: High Performing Operations and Management

Shaun Nordlie

From: Keith Jones <[REDACTED]>
Sent: Thursday, September 9, 2021 2:04 PM
To: Shaun Nordlie
Subject: RE: Energy Policy
Attachments: Energy Policy amendment with changes highlighted 9-9-21 (01066754xCF553).doc

Hello Shaun,

Yes, this needs to be updated to reflect changes to the Homeowners Energy Policy Statement Act. I am attaching a revised draft where my changes are highlighted in yellow. The changes I made are as follows:

(i) I deleted the language referring to townhomes and condominiums. One of the recent changes to the Act provides that the Act does not apply to homes with shared roofs, such as townhomes and condominiums. Solar panels can be completely prohibited on homes with shared roofs. However, if the Association would prefer to allow homes with shared roofs to have solar panels, then this change can be ignored.

(o) I deleted this entire paragraph, which relates to attached homes with shared roofs.

(r) This paragraph is revised to eliminate the reference to a location facing due South or 45 degrees east or west of due South. That language was removed from the Act and is no longer applicable. What the Act now provides is that an association may "determine the specific configuration of the elements of a solar energy system on a given roof face, provided that it may not prohibit elements of the system from being installed on any roof face and that any such determination may not reduce the production of the solar energy system by more than 10%. For purposes of this Section, 'production' means the estimated annual electrical production of the solar energy system." The way we are interpreting this is that owners now have the right under the Act to place solar panels on their entire roof face. An association could establish a preferred location for solar panels (such as on the rear of the home). However, if such a preferred location is set, an owner could overcome this by establishing that prohibiting the owner from installing solar panels on the roof face that is visible from the front of the home would reduce the production of the solar energy system by more than 10%. Paragraph (r) on the attached includes language consistent with these changes and sets a preferred location for solar panels on the rear of the home.

(x) This is a new paragraph. What this provides is that when reviewing an owner's solar panel application, the Board or committee may consult with an engineer, architect or other professional and if it does then any fees incurred for the consultation are the owner's responsibility. With the recent changes to the Act, associations are more likely to need to evaluate each solar panel application on an individual basis. In particular, if an owner claims that the Association's restrictions or requirements would reduce the production of the owner's proposed solar system by more than 10% than the Association may need to consult with a professional regarding this. This paragraph is included so that any such consultation fees would be charged back to the owner.

(y) This is a new paragraph. This paragraph clarifies that nothing in this energy policy grants any rights to owners of attached homes with shared roofs.

Also, it is not clear to me if this energy policy amendment has been recorded. If it was previously recorded, then the preamble section of the attached will need to be revised and this amendment will need to be renumbered before it is recorded.

KEITH R. JONES

KEAY & COSTELLO, P.C.

128 S. County Farm Road, Wheaton, Illinois 60187
Phone: 630.690.6446 x. 122 | 630.690.5454 fax

[Bio](#) | [vCard](#) | [Email](#) | keaycostello.com

Apple Canyon Lake Property Owners Association Committee Motion Card

Committee: AECC

Date: November 6, 2021

Agenda Item: 6.1

I Move:
Regarding ACLPOA Energy Policy

To approve the adoption of the amendment to the Board approved Energy Policy as provided by Keay & Costello, dated September 9, 2021 as attached with the exception of the deletion of part of (i) and all of (o) which shall be retained.

Energy Policy - ~~o~~ delete unless approved as a variance.

i - delete unless approved as a variance in writing by the AECC.

j - delete unless approved as a ~~variance~~ in writing by the AECC

MOTION MADE BY: *[Signature]* TO
MOTION SECONDED BY: *[Signature]* BY
CHAIR: *[Signature]*

VOTE RECORDED:

YEA: 6

NAY: 0

ABSTAIN: 0

Apple Canyon Lake Property Owners' Association

Energy Policy

Board approved 03 21 20

FIRST AMENDMENT TO THE AMENDED DECLARATION TO CONFORM TO THE COMMON INTEREST COMMUNITY ASSOCIATION ACT

This instrument, consisting of five (5) pages, is recorded for the purpose of amending the Amended Declaration to conform to the Common Interest Community Association Act (hereinafter referred to as "Declaration"), which was recorded on September 21, 2017 as document number 395980 with the Recorder of Deeds, Jo Daviess County, Illinois.

This Amendment is adopted to permit the Association to come into compliance with Section 20 of the Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et. seq.) The text of this Amendment, which is set forth below, shall become effective upon recordation in the Office of the Recorder of Deeds, Jo Daviess County, Illinois.

PREAMBLE

WHEREAS, the Declaration was recorded on September 21, 2017 as document number 395980 with the Recorder of Deeds, Jo Daviess County, Illinois;

WHEREAS, the Board of Directors for Apple Canyon Lake Property Owners' Association, in compliance with Section 20 of the Homeowners' Energy Policy Statement Act (765 ILCS 165/1 et. seq.) hereby adopts the Association's energy policy statement and includes the same within the terms, covenants and provisions of its Declaration;

WHEREAS, the Amendment has been approved by two-thirds of the members of the Board of Directors at a meeting called for that purpose.

NOW THEREFORE, the Declaration for Apple Canyon Lake Property Owners' Association is hereby amended in accordance with the text that follows:

AMENDMENT

1. ARTICLE III, "GENERAL RESTRICTIONS," shall, following adoption of this Amendment, include a new Section 15, "Energy Policy Statement" as follows:

15. Energy Policy Statement

PURPOSE OF STATEMENT: In compliance with Section 5 of the Homeowner's Energy Policy Statement Act (765 ILCS 165/1 et. seq.) the Board of Directors has adopted this Energy Policy Statement for the purpose of protecting the public health, safety, and welfare of the Members of the Association, while encouraging the development and use of solar energy systems in order to conserve and protect the value of land, buildings, and resources.

(a) Definitions: The terms used herein shall have the meanings and definitions prescribed to them in Section 10 of the Homeowner's Energy Policy Statement Act.

(b) Application for the installation of solar collectors, solar storage mechanisms and solar energy systems must be made to the Architectural and Environmental Control Committee as described herein and Article VII of the Declaration.

(c) The Architectural and Environmental Control Committee shall have the sole discretion in approving an Owner's specific modules or product used for its solar collectors, solar storage mechanisms and/or solar energy systems, which shall be submitted with the Owner's application.

(d) Owners shall not permit solar collectors, solar storage mechanisms or solar energy systems to fall into disrepair or to become safety hazards.

(e) Owners shall be responsible, at his or her own costs, for all maintenance and repair of solar collectors, solar storage mechanisms and solar energy systems. In the event the installation or use of any solar collectors, solar storage mechanisms or solar energy systems causes any damage or destruction to any Common Properties, Dwelling, Lot, Structure, or the Properties, the Owner installing the solar collectors, solar storage mechanisms or solar energy systems shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including, but not limited to, reasonable attorneys' fees and court costs incurred by the Association.

(f) Owners shall be responsible for repainting or replacement of solar collectors, solar storage mechanisms and solar energy systems.

(g) If the Association and/or Architectural and Environmental Control Committee determines, in its sole discretion, that the removal of any solar collectors, solar storage mechanisms or solar energy systems is necessary to allow the Association to fulfill its maintenance, repair and replacement obligations described in this Declaration, the Association shall provide reasonable notice to the Owner, as applicable. It is the obligation of the Owner to complete removal within the time provided by the Association. In the event the Owner fails to complete removal within the time provided, the Association may hire a licensed solar

installer to remove any solar collectors, solar storage mechanisms and solar energy systems and assess all costs incurred back to the Owner's assessment/common expense account. The Association will not be responsible for the safekeeping of any portion of a solar energy system it removes nor will the Association be responsible or liable for any damage caused to a solar energy system or any of its component parts. Upon removal, no solar energy system or any of its component parts may be re-installed without the prior written approval of the Architectural and Environmental Control Committee.

(h) Solar collectors, solar storage mechanisms and solar energy systems shall meet applicable standards and requirements imposed by state and local permitting authorities and shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency. No homemade or non-commercially produced collectors, mechanisms or systems may be installed.

(i) Solar collectors shall only be installed on the roofs of Dwellings and should be, upon installation, completely contained within the vertical plane of the exterior wall line of the Dwelling ~~unless approved as a variance in writing by the AECC.~~ ~~With respect to attached Townhouses and/or Condominiums, under no circumstances shall any solar collectors, solar storage mechanisms or solar energy systems extend beyond the bounds of a Dwelling's roof nor beyond the vertical extension of the Dwelling's Party Wall or Unit boundaries.~~

(j) Solar collectors, solar storage mechanisms and solar energy systems, should be installed on existing plane of roof material, should match the slope of the existing plane of the roof and be flush-mounted with the existing plane of the roof ~~unless approved as a variance in writing by the AECC.~~

(k) Solar collectors, solar storage mechanisms and solar energy systems installed on roofs must be firmly affixed to roof surface.

(l) All plumbing lines should be concealed on the exterior of the Dwelling and the method of installation shown and detailed in the Owner's application described in Paragraph (b) herein. Lines should be painted colors consistent with the Dwelling and other materials adjacent to the system.

(m) A sample or illustrated brochure of the proposed solar collectors, solar storage mechanisms and solar energy systems should be submitted to the Architectural and Environmental Control Committee as part of an Owner's application under Paragraph (b) herein and should clearly depict the system and define the materials used. Construction drawings for the specific installation should be provided. Drawings should clearly show all elevations, roof planes, proposed assembly and attachment to the roof structure, proposed installation location on the Dwelling and the location of any storage tanks.

(n) All applications concerning solar collectors, solar storage mechanisms and solar energy systems made pursuant to Paragraph (b) herein should include calculations indicating the number and area of panels required.

~~(o) Owners submitting applications shall provide an attestation that notice of the proposed installation of solar collectors, solar storage mechanisms and solar energy systems was given to all neighboring Lots and Dwellings sharing Party Walls and bounds with the applicant Owner.~~

(p) Any material used in the solar collectors, solar storage mechanisms and solar energy systems, if flammable, should be self-extinguishing.

(q) Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property ~~unless approved as a variance in writing by the AECC.~~

(r) When applicable, the Architecture and Environmental Control Committee may determine the specific configuration of the elements of a solar energy system on a given roof face; provided, that, the elements of the solar energy system shall not be prohibited from being installed on any roof face and the Architecture and Environmental Control Committee's determination may not reduce the production of the solar energy system by more than ten percent (10%). For purposes of this paragraph, "production" means the estimated annual electrical production of the solar energy system. The Architecture and Environmental Control Committee encourages Owners to install solar collector systems on the rear facing roof of the Dwelling, for aesthetic purposes. ~~determine the specific location where a solar energy system may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that the determination does not impair the effective operation of the solar energy system.~~

(s) A solar energy system shall only be installed by a professional contractor, licensed or accredited by the North American Board of Certified Energy Practitioners (NABCEP), Interstate Renewable Energy Council (IREC) or other similar nationally recognized accrediting/licensing authority.

(t) Installation of a solar energy system shall not cause or result in an unreasonable disturbance to or otherwise interfere with the use and enjoyment of neighboring Lots and Dwellings (i.e. the installation of a solar energy system shall not result in unreasonable glare reflecting therefrom nor shall it unreasonably limit or disrupt

surrounding Lots' or Dwellings' sight lines).

- (u) The Association does hereby permit the installation, placement or construction of rainwater collection systems, subject to any Rules and Regulations adopted by the Board of Directors for the Association. Rainwater collection systems, when possible, shall be concealed from public view and shall not create an unreasonable disturbance or nuisance to neighboring Lots and Dwellings.
- (v) The Association does hereby prohibit the installation, placement or construction of wind energy collection systems anywhere on the Property.
- (w) The Association does hereby permit the installation, placement or construction of composting systems, subject to any Rules and Regulations adopted by the Board of Directors for the Association. Composting systems, when possible, shall be concealed from public view and shall not create an unreasonable disturbance or nuisance to neighboring Lots and Dwellings.
- (x) The Board and/or Architecture and Environmental Control Committee may consult with a third-party engineer, architect and/or other professional to assist in the review and processing of an application from an Owner pursuant to this Section and/or the review of any system installed following the approval by the Architecture and Environmental Control Committee of an application submitted by an Owner pursuant to this Section. Any and all costs and fees charged to the Association by any such third-party or otherwise incurred by the Association with respect to such processing and review shall be charged back to the Owner, and if not paid promptly by such Owner shall become a lien on such Owner's Dwelling and Lot in the same manner as unpaid assessments and the Association shall have all of the same rights and remedies available to it for collection of same as are provided in this Declaration, the By-Laws, at law or in equity for the collection of unpaid assessments.
- (y) The provisions of this Section shall not apply to, and shall not grant any rights to Owners of, any Townhouses, Condominiums or buildings with a shared roof. As used in this paragraph, "shared roof" means any roof that (i) serves more than one (1) Dwelling, including, but not limited to, a contiguous roof serving adjacent Dwellings, or (ii) is part of the common area, limited common area or common elements of a condominium.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration and Bylaws.

3. The language of this Amendment shall govern any conflicts between this document and the Declaration and its amendments.
4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

END OF TEXT OF AMENDMENT

Building Inspector

From: Margaret Clark <[REDACTED]>
Sent: Tuesday, September 28, 2021 5:39 PM
To: ACL board; Shaun Nordlie; Megan Shamp; Building Inspector
Subject: Solar Panels Installations on the Land
Attachments: ACL Solar Panel Memo to AECC and Board 09-28-21.docx

Follow Up Flag: Follow up
Flag Status: Completed

Attached is my memo regarding the language in our Energy Policy. With the new legislation regarding Solar Panels and HMO's, the revised law still does not include installations on the land; it only covers installations on the roof of a building. I am, therefore, requesting AECC and the Board of Directors to reconsider the decision to allow a variance regarding the installation of solar panels and delete the language that permits a variance for solar panel installations.

Your consideration of this issue in light of the community and property owners and our language in the Building Code will be very much appreciated.

Regards,

Marge Clark
11A42 Par Ct.
Apple River, IL 61001

TO: ACLPOA Board of Directors and ACLPOA Architectural and Environmental Control Committee, Building Inspector

FROM: Marge Clark

DATE: September 28, 2021

SUBJECT: ENERGY POLICY LANGUAGE IN AMENDED DECLARATION FIRST AMENDMENT, ARTICLE III, GENERAL RESTRICTIONS, SECTION 15(q)

As a result of decisions made by AECC prior to 2020 and the adoption of our official Energy Policy, my neighbor and I are faced with an array of 30 solar panels in the middle of the back yard of our neighbor. AECC had been approached by a few property owners to install solar panel arrays on the ground before official guidelines or policy for ACLPOA was adopted, and they approved them. How much consideration was given to the general surroundings and adjacent buildings or structures or to the interest, welfare or rights of all or part of the Owners, I don't know. If any reference had been made to the Building Code, Section 1 (b) ii and iii, it surely would have been apparent that AECC members had the power to disapprove based on Sect. 1 (b) ii: "The design or the siting of a proposed improvement is not in harmony with the general surroundings of the subject Lot or with adjacent buildings or structures" and on Sect. 1 (b) iii: "The proposed improvement, or any part thereof, would in the opinion of the AECC be contrary to the interests, welfare or rights of all or part of the Owners." This language also appears in the Amended Declaration in Article VII, Sect. B, ii and iii. The 30-solar panel array does not meet either of these criteria. Furthermore, Building Code, Section 121 Solar Energy (M2302) D reinforces the points in ii and iii when it states that "Care should be taken to see that placement will not destroy the natural beauty of Apple Canyon Lake." The installation of the 30 solar panels in our neighbor's yard is not in harmony with the general surroundings, obscures our view of part of the golf course, and has brought nothing but negative comments from visitors to my home—both property owners and other visitors.

On February 1, 2020, I attended the Architectural and Environmental Control Committee (AECC) meeting at which the new Energy Policy language drafted by legal counsel Keah & Costello was on the agenda. This Energy Policy was drafted to be in compliance with Illinois State Homeowners' Energy Policy Statement Act (765 ILCS 165). Recently, on July 28, 2021, Gov. J. B. Pritzker signed legislation that revises the Homeowners' Energy Policy Statement Act HB644. This legislation guarantees homeowners' rights to place **solar on their home** without major redesign requirements, while improving the timeline for approval by a homeowners' association, and I fully support the legislation. It has not changed the position that solar panel systems may be installed on the roof of a building and still says nothing about permitting installation of solar panel arrays on the ground.

As the Energy Policy was **originally** drafted by legal counsel, the following two sections stated:

Section 15 (q): "Ground-mounted, free-standing solar collectors, solar storage mechanisms and solar energy systems are prohibited anywhere on the Property."

Section 15 (t): “Installation of a solar energy system shall not cause or result in an unreasonable disturbance to or otherwise interfere with the use and enjoyment of neighboring Lots and Dwellings (i.e. the installation of a solar energy system shall not result in unreasonable glare reflecting therefrom nor shall it unreasonably limit or disrupt surrounding Lots’ or Dwellings’ sight lines).”

Unfortunately, AECC chose to add to Section 15 (q) the phrase “**unless approved as a variance in writing by the AECC.**” It is because of the addition of this phrase that I am requesting the Board of Directors, AECC, and Building Inspector Joe Wiener to reconsider this additional language and delete it from the Energy Policy to be in compliance with the original intent of the law and the policy as written by our legal counsel.

Apple Canyon Lake was established and developed with the expressed intent to retain as much of the natural beauty of the area as possible. Hence, lake view lots to preserve the beauty of the wooded shoreline instead of all lots along the shoreline being identified as lake front lots. To begin dotting the land in this development with solar panel installations on the ground is absolutely contrary to the intended use of this land.

I sincerely hope the Board of Directors and the members of AECC will give careful consideration to their responsibility to the membership and to the intended purposes for which this recreation community was designed and find that deleting the variance for solar panels on the ground is the appropriate action to take for the benefit and welfare of the property owners and community.

Best regards,

Marge Clark
11A42 Par Ct.
Apple River, IL 61001

- E. Woven wire or chain link type fences are allowed only within the rear and side building setback lines and not along the front setback. The woven wire or chain link fence shall be painted or coated with a color approved in writing by the AECC.

120 SATTELLITE DISH/ANTENNA

- A. No roof or building mounted satellite dish/antenna larger than thirty-six (36) inches is permitted.
- B. No more than two (2) roof or building mounted satellite dish/antennas are permitted
- C. Any existing non-conforming satellite antennas are “grandfathered” until replacement and shall comply under the nonconforming provision of the Code (108).

121 SOLAR ENERGY (M2302)

- A. Solar energy systems shall comply with the ACL Solar Energy Policy.
- B. The solar panel array shall be roof mounted unless ground mounting on the same lot as the Dwelling is approved as a variance in writing by the AECC.
- C. Anyone erecting a solar array is required to obtain written approval from the AECC. The request for written approval must include plot plan and location of array on the plot plan and engineering calculations proving required size.
- D. If permitted by variance, ground solar arrays shall conform to normal setback requirements and may not encroach on septic systems, service lines or buried LP tanks. Care should be taken to see that placement will not destroy the natural beauty of Apple Canyon Lake.
- E. For the purposes of this Code, solar panel arrays are

12.8



Memorandum

To: ACL Board

Date: November 9, 2021

From: Shaun Nordlie

Memo #: 2021-96

Topic: Employee Handbook

Issue & Analysis: ACL Staff as well as the Employee Handbook Ad Hoc Commission have reviewed and updated the Employee Handbook. The updates include new language regarding marijuana use, weapons in the workplace, Emergency Management as well as Illinois statute requirements and staff recommendations. The Acceptable Use Policy has also been updated by the Board Policy Ad Hoc Commission with grammar changes and a change due to operations.

Recommendation: No motion required at this meeting. For presentation & discussion only.

Plan on a Page: High Performing Operations and Management

APPLE CANYON LAKE PROPERTY OWNERS' ASSOCIATION



EMPLOYEE HANDBOOK

Updated October, 2016
Board Approved October 15, 2016
Revised November 19, 2019

WELCOME!

On behalf of Apple Canyon Lake Property Owners' Association, we would like to take this opportunity to welcome you. We are pleased that you have joined us and we look forward to working with you.

Apple Canyon Lake Property Owners' Association is primarily a service organization engaged in providing amenities and related administrative support for the members and guests of the property owners' association. People are our business. This simple concept should be kept in mind first and foremost as we go about performing our duties, responsibilities, and job tasks. The caliber of customer service our members receive directly determines their level of approval and satisfaction with the Association and how they perceive the employees of the Association. Various employees will, by virtue of their job duties, have more contact with property owners and their guests than other staff members. All employees should strive to perform every aspect of their job at a level that will reflect a high level of quality, and, as a consequence, reflect well on the organization as a whole.

Each of us, whatever our title or specific job, has the potential as we perform our duties to make a positive, lasting impression with property owners and their guests. The Association is judged not only by our varied amenities and by the beautiful physical setting, but also by our overall image including how well the amenities are maintained and cared for, and on a personal level by the way we communicate, dress, and groom. When we couple this with friendly employees who have a positive attitude and try to do more than is expected, the perception property owners and their guests have of us as an organization and as individuals will take care of itself.

We hope you will find satisfaction in your work and enjoy being a part of a progressive, team-oriented organization. We are delighted you have joined us!

Sincerely,

Shaun Nordlie
General Manager
Apple Canyon Lake Property Owners' Association

TABLE OF CONTENTS

Section I. Introduction

- 1.1 Mission Statement
- 1.2 Employee Handbook Purpose/Customer Service
- 1.3 Policy Changes
- 1.4 No Guarantee of Employment
- 1.5 At-Will Employment
- 1.6 Chain of Command

Section II. Employment Policies

- 2.1 Employee Classification Categories
- 2.2 Confidentiality
- 2.3 Conflicts of Interest
- 2.4 Employment of Relatives and Personal Relationships
- 2.5 Attendance
- 2.6 Employment of Minors
- 2.7 Personnel Records
- 2.8 Background and Reference Checks
- 2.9 Healthcare Information
- 2.10 Employment Eligibility
- 2.11 New Employment Orientation
- 2.12 Job Description
- 2.13 Political Views
- 2.14 Termination and Change of Employment Status
- 2.15 Return of Company Equipment & Property
- 2.16 Rehire Eligibility
- 2.17 Personal Property & Theft

Section III: Payroll Practices

- 3.1 Payment of Wages
- 3.2 Overtime Pay
- 3.3 Deductions
- 3.4 Travel Expenses and Pay
- 3.5 Meal/Rest and Lactation Breaks
- 3.6 Outside Work
- 3.7 Time Reporting
- 3.8 Performance/Pay Reviews
- 3.9 Payroll Policies

Section IV: Standards of Conduct

- 4.1 Equal Employment Opportunity
- 4.2 Americans with Disabilities Act
- 4.3 Anti-Harassment Policy
- 4.4 Workplace Bullying
- 4.5 Workplace Violence
- 4.6 Standards of Conduct and Discipline
- 4.7 Fair Labor Standards
- 4.8 Internal Promotions and Transfers
- 4.9 Dress Code and Appearance
- 4.10 Safety and Health
- 4.11 Drug-Free Workplace
- 4.12 Searches
- 4.13 Smoke-Free Workplace
- 4.14 Computer and Electronic Communication
- 4.15 Social Media
- 4.16 Personal Phone Calls and Cell Phone Use
- 4.17 Care and Use of Company Equipment and Property
- 4.18 Solicitations in the Workplace
- 4.19 Problem Resolution

Section V: Employee Benefits

- 5.1 Educational Assistance/Occupational Training
- 5.2 Medical and Dental Insurance
- 5.3 COBRA
- 5.4 Group Life Insurance
- 5.5 401(k) Plan
- 5.6 Worker's Compensation
- 5.7 Disability Insurance
- 5.8 Social Security
- 5.9 Unemployment Insurance
- 5.10 Use of Amenities

Section VI: Time Off and Leaves of Absences

- 6.1 Requesting Leave
- 6.2 Personal Time Off
- 6.3 Holiday Time Off
- 6.4 Family and Medical Leave Act
- 6.5 Military Family Leave
- 6.6 Military Leave
- 6.7 Worker's Compensation Leave
- 6.8 Bereavement Leave
- 6.9 Jury Duty
- 6.10 Voting Leave
- 6.11 Parental Leave for School Functions

Section VII: Addendums and Acknowledgements

- 7.1 Organizational Chart**
- 7.2 Drug Testing Procedures**
- 7.3 Employee Disciplinary Notification Letter**
- 7.4 Educational Assistance/Occupational Training Application**
- 7.5 ACLPOA Employee Incident Report**
- 7.6 ACLPOA Employee Accident Report**
- 7.7 Issuance of ACLPOA Property/Inventory**
- 7.8 ACLPOA Acceptable Use Policy**
- 7.9 ACLPOA Employee Confidentiality Agreement**
- 7.10 Acknowledgement of Receipt of Employee Handbook**

SECTION I.



1.1 Mission Statement

Effective Date: October 15, 2016

Revision Date:

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

1.2 Employee Handbook Purpose/Customer Service

Effective Date: October 15, 2016

Revision Date:

The purpose of this Employee Handbook is to provide guidance and orientation to employees about current policies and benefits. It is not intended to be all-inclusive. After receiving this Employee Handbook, employees are required to sign a Confidentiality Agreement and an Acknowledgment of Receipt form, found in the back of the Employee Handbook. Signing these documents expresses agreement to comply with the guidelines, policies, and procedures as outlined. Apple Canyon Lake Property Owners' Association, herein referred to as "employer", "ACLPOA," or "Association," may review and change its policies and benefits at any time at its sole discretion. This Employee Handbook replaces any previous policy editions. Any questions about the material contained in the Employee Handbook or about any other aspect of employment, should be directed to your manager.

Customer Service

The membership of the Association is why we are here. Our primary objective should be to render the best service possible to the property owners and their guests at all times, ensuring that all are treated in a courteous and helpful manner at all times.

Listen carefully to inquiries and complaints, and then proceed to try to find the best possible solution for all concerned. If you find that you have made a mistake, express apologies, and take corrective actions. If a controversy does arise, remain calm and conduct yourself in a dignified and professional manner. If you cannot resolve the problem yourself, or if the individual becomes unreasonable or abusive, refer the situation to your manager and be sure to provide them the details of the matter. Never attempt to handle a potentially dangerous situation yourself. The employee's duty is to report all incidents, including those involving guests, members, and other staff, and to refrain from engaging in an adversarial manner.

1.3 Policy Changes

Effective Date: October 15, 2016

Revision Date:

Since all personnel policies are subject to the approval of the Association's Board of Directors, they reserve the right to change, modify, add, delete, or otherwise revise policies including those contained herein, at any time. Employees will be notified of such changes by appropriate means. Changes will be effective on dates determined by the Board of Directors.

1.4 No Guarantee of Employment

Effective Date: October 15, 2016

Revision Date:

Nothing in this Employee Handbook creates a binding employment contract between ACLPOA and its employees or provides a guarantee of continued employment for any amount of time. At-will employment status may only be altered through an express, signed, written agreement between ACLPOA and an employee to that specific and intended effect. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

1.5 At-Will Employment

Effective Date: October 15, 2016

Revision Date:

Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an at-will basis. Either ACLPOA or the at-will employee may conclude the employment relationship with or without advance notice at any time and for any reason, and no term in this Employee Handbook will alter or restrict the right of ACLPOA or an at-will employee to end the employment relationship accordingly. Nothing in this Employee Handbook impairs ACLPOA's right to make changes in employment status, including without limitation promotions and demotions, reassignments, transfers, and wage and benefit changes.

1.6 Chain of Command

Effective Date: October 15, 2016

Revision Date:

The Board of Directors of the Association is responsible for setting Association employment and operational policies. The Board employs the General Manager to whom it delegates the day-to-day management of the Association. The Association's staff is accountable to their department manager. The department managers report to the General Manager.

SECTION II.

2.1 Employee Classification Categories

Effective Date: October 15, 2016

Revision Date:

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:

Employees 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 his or her 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.

2.2 Confidentiality

Effective Date: October 15, 2016

Revision Date:

During the course of employment, the employee may at times be working with information that is confidential. Maintaining this confidentiality is essential to ACLPOA's ongoing operations and credibility. Confidential information must be safeguarded when in use and discussed only with individuals who have legitimate operational need to know. When not in use, confidential information must be properly secured.

2.3. Conflicts of Interest

Effective Date: October 15, 2016

Revision Date:

Employees are required to avoid conflicts of interest. This means employees must avoid activities, relationships, and situations that may cause them to put their personal interests ahead of ACLPOA. It is important that employees act in the best interest of ACLPOA at all times, and for this reason, employees must take measures to avoid even the appearance of having conflicts of interest. Employees must disclose any actual or potential conflicts of interest to the General Manager, including actual or potential conflicts of interest held by another employee that such employee fails to disclose. In general, the employee can avoid conflicts by not using or appearing to use ACLPOA's Confidential Information, property, or business opportunities for his/her personal gain.

Following are examples of situations which may create, or appear to create, a conflict of interest:

- Situations where the employee may have a personal financial interest in transactions or business activities of ACLPOA or ACLPOA's competitors, clients, customers, or suppliers.
- Situations where, although the employee does not have a personal financial interest, the employee may nonetheless obtain some other personal gain or advantage resulting from transactions or business activities of ACLPOA or ACLPOA's competitors, clients, customers, or suppliers.
- Situations where the employee consults for or otherwise has a separate business relationship with an ACLPOA competitor, client, customer, or supplier outside of his/her normal employment role for ACLPOA.
- Situations where any benefit, including gifts, services, entertainment, or favors are accepted, from an ACLPOA competitor, client, customer, supplier, government entity, or other organization in connection with the employee's relationship with ACLPOA outside of his/her regular employment benefits from ACLPOA.
- Situations where the employee is responsible for hiring, managing, or otherwise working with his/her own family members or persons of close relation to the employee, whether such persons are other employees or have a different business relationship with ACLPOA, for instance as contractors, consultants, clients, customers, or suppliers.

The employee is required to consult with the General Manager if he/she is unsure about whether he/she has a conflict of interest or the appearance of a conflict of interest. When a conflict of interest is alleged or exists, the employee must work with the General Manager to remove the employee from the situation as much as possible.

2.4. Employment of Relatives & Personal Relationships

Effective Date: October 15, 2016

Revision Date:

Nepotism and favoritism may jeopardize ACLPOA's operations and success. Therefore, employees are prohibited from supervising, reporting on, or otherwise working with their relatives or persons holding close personal relationships outside of their employment with ACLPOA, except where such relationships are disclosed to and approved by the General Manager. To protect its business interests, ACLPOA has the right to apply this policy whether or not relatives or persons holding close personal relationships hold supervisory or reporting positions in relation to each other. **Relatives** include spouse, children, adopted children, domestic partners, parents, siblings, grandparents, uncles, aunts, cousins, nieces, nephews, step relatives, brother- and sister-in-laws, mother- and father-in laws, and relatives of domestic partners. **Close personal relationships** include relationships with persons with whom the employee shares a household, date, or has personally known for an extended period of time outside of his/her employment with ACLPOA.

In order to safeguard ACLPOA interests, the employee must disclose any relatives or close personal relationships that exist or may exist with other ACLPOA employees, contractors, consultants, clients, customers, or suppliers. The employee should also disclose this fact if, during the employment, he/she becomes a relative or in a close personal relationship with another employee, contractor, consultant, client, customer, or supplier, for instance, through marriage or dating.

The General Manager may approve the employee's working with relatives or persons holding close personal relationships where such relationships do not create substantial conflicts of interest threatening the well-being of ACLPOA operations or activities, for instance, by creating potential supervisory, morale, safety, fairness, or public relations problems. Where possible, ACLPOA will strive to neutralize such conflicts of interests without impairing the benefits the employee receives from ACLPOA; however, ACLPOA reserves the right to take any action necessary to remove conflicts of interest that threaten ACLPOA's interest.

2.5 Attendance

Effective Date: October 15, 2016

Revision Date:

ACLPOA expects that every employee will be regular and punctual in attendance. This means being in the workplace, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on ACLPOA.

When the employee is unable to work owing to illness or an accident, he/she should promptly notify the department manager. In the event the department manager is unavailable, contact the General Manager. Leaving a message with another staff member or on voicemail does not constitute an accepted notification of absence. If the employee does not report for work and ACLPOA is not notified of his/her status, it will be assumed after two consecutive days of absence that the employee has resigned, and will be removed from the payroll.

If the employee becomes ill at work or must leave the workplace for some other reason before the end of the workday, he/she will inform the department manager of the situation.

ACLPOA is open for business unless there is a declared State of Emergency. There may be times, however, when ACLPOA will delay opening. Use common sense and best judgment when traveling to work in inclement weather.

If the employee arrives at work after his/her starting time, that time will be charged as unpaid time.

When potentially dangerous weather develops during the day and a decision is made by General Manager to close, the employee will be compensated as if he/she had worked to the end of the regularly scheduled hours for that day. If the employee elects to leave prior to a decision being made by ACLPOA to close early, time will be charged as unpaid time.

Should undue tardiness or absenteeism become apparent, disciplinary action up to and including discharge may be required.

2.6 Employment of Minors

Effective Date: October 15, 2016

Revision Date:

ACLPOA is regulated by and adheres to state and federal child labor laws including those of the Fair Labor Standards Act (FLSA), which are designed to protect minor employees' health, safety, and educational opportunities while employed. Among other things, these laws prohibit employment of minors less than 14 years for non-agricultural jobs as well as restricting minors' maximum work hours and occupation in hazardous positions. The FLSA also sets subminimum wage rates for specific classes of minors, students, and disabled persons. If the employee thinks he/she may fall into one of these classes, he/she shall notify the General Manager to discuss the options with ACLPOA for ensuring adherence to these laws.

2.7 Personnel Records

Effective Date: October 15, 2016

Revision Date:

ACLPOA maintains confidential employee records and files according to law. Supervisors and managers may only have access to an employee's file with a legitimate business need to know and as permitted by state law. Unless otherwise required by state law, current and former employees may generally be granted access to their files upon providing reasonable written notice with a review limit of twice per year pursuant to the Personnel Record Review Act, 820 ILCS 40/0.01 et. seq.

All employee files must be reviewed under supervision of the General Manager or designee during regular business hours inside of the office or department where they are normally stored and may not be taken off ACLPOA property. The employee may not tamper or remove any part of his/her employee file; however, the employee may obtain a copy of the information or part of the information contained in the employee's personnel record.

Should the employee dispute any item in his/her file, the employee is permitted to make a signed and dated written statement of his/her dispute that will become part of the file as well.

ACLPOA will grant government agents and entities limited access to employee files when and as required by law.

An employee file is comprised of documents and information related to each employee's relationship with ACLPOA, including among other items the employment application, employment history verification documents, resumes, background checks, emergency contact information, contracts of employment, tax forms, payroll and benefits information, performance reviews, and disciplinary actions, if any of these should exist and according to ACLPOA policy.

The employee is required to notify the General Manager or a designee on the office management team, should any information previously provided to ACLPOA change, including information provided on an employment application or form, insurance form, or tax form. Misrepresenting information in the employee file, or failing to correct a known mistake in his/her file, is grounds for discipline, possibly including immediate discharge.

At ACLPOA's sole discretion, the employee may provide a written and signed release for ACLPOA to disclose information in his/her employee file to an outside entity requesting access.

2.8 Background and Reference Checks

Effective Date: October 15, 2016

Revision Date:

ACLPOA may conduct various background and reference checks on potential or current employees. The information collected will become part of the employee's file and may include verification of information provided during the hiring process, resume, employment verification, criminal record, driving records, and credit report, depending upon the type of position sought. Any employment offer or offer for promotion or reassignment to another position made by ACLPOA is contingent on verification as to the accuracy of the information provided by the potential or current employee.

As background and reference checks are part of each employee's file, such information is kept confidential and may only be reviewed by those involved with hiring and personnel decision processes or ACLPOA managers having a legitimate business need to know.

Should the candidate be denied employment based on information obtained from a background check, upon request, ACLPOA will provide the candidate with a copy of such report(s) and allow him/her an opportunity to dispute such information.

Background and reference checks may be conducted on current employees in order to assess them for continued employment, promotion, or reassignment, as permitted by state and federal law.

2.9 Healthcare Information

Effective Date: October 15, 2016

Revision Date:

Information related to an employee's healthcare enrollment or plan will be managed according to ACLPOA's policy for conformance with the Health Insurance Portability and Accountability Act (HIPPA), as applicable. ACLPOA does not regularly maintain records of its employees' private healthcare information, and any such information voluntarily shared with ACLPOA by an employee will be kept confidential.

2.10 Employment Eligibility

Effective Date: October 15, 2016

Revision Date:

In compliance with federal law, all new employees must complete the U.S. Citizenship and Immigration Services (USCIS) Form I-9 no later than the first day of hire in order to verify identity and employment authorization. ACLPOA will verify proper completion of Form I-9. The employee will verify his/her identity and eligibility by providing documentation as specified on the last page of the form. ACLPOA will not file Form I-9 with USCIS, but will retain and store the completed Form I-9 either for three years after the date of hire or for one year after employment is terminated, whichever is later.

2.11 New Employment Orientation

Effective Date: October 15, 2016
Revision Date:

An orientation is provided to new employees. The scope of the orientation may include the Association's history, philosophies, policies, employee handbook and procedures, goals, benefits, payroll personnel files, job description and performance responsibilities. As part of an employee's future development plan, further training may be recommended and provided as needed.

2.12 Job Descriptions

Effective Date: October 15, 2016

Revision Date:

Job descriptions are used for recruitment, staff training, performance evaluation, and salary administration purposes. They educate employees and the Board of Directors regarding the nature, scope, and responsibility involved regarding a given position. A copy of each employee's job description will be available from the employee's immediate manager and distributed at the orientation training. It should be understood that the job description is a guideline and as the Association evolves, will always be subject to revision.

2.13 Political Views

Effective Date: October 15, 2016

Revision Date:

Employees have the right to express political views and otherwise engage in political activities and freedoms outside of their role for ACLPOA. ACLPOA will not discriminate against employees based on their engaging in legal political activities or their affiliation with a particular political view or group. However, all employees have a responsibility to ensure that the political views they communicate and political activities engaged in are seen as separate from ACLPOA's and their role as an Association employee.

2.14 Termination and Change of Employment Status

Effective Date: October 15, 2016

Revision Date:

A change in the employee's employment status may occur for different reasons, including termination by ACLPOA, resignation, abandonment, reassignment, or retirement. Should a change in employment status occur, wages will only accrue up to the effective date of separation with ACLPOA, unless contrary to a written employment contract or state law.

Termination by ACLPOA – Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an “at-will” basis. This means that ACLPOA may conclude the employment relationship with or without advance notice at any time and for any reason.

Resignation - If the employee is an at-will employee, he/she may choose to conclude the employment relationship at any time and for any reason. If the employee is considering resignation, he/she is encouraged to consult his/her supervisor in order to discuss whether other options are available to accommodate the employee's needs. If the employee decides to resign, ACLPOA asks that he/she provide at least two weeks' advance written notice of his/her departure. Such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of ACLPOA. At ACLPOA's sole discretion and business needs under the circumstances, ACLPOA may choose to require the employee's immediate departure and may provide him/her with two weeks' pay instead of his/her being present during the notice period. Should ACLPOA so require, the employee must agree to complete an exit interview or memo prior to departure.

Abandonment – Abandonment occurs when an employee fails to be present during scheduled work hours for two consecutive days without prior approval for the absence. If the employee is considering abandonment, he/she should consult with his/her supervisor in order to discuss whether other options are available to accommodate the employee's needs. ACLPOA asks that all employees provide at least two weeks' advance written notice of their departure. Such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of ACLPOA. At ACLPOA's sole discretion and business needs under the circumstances, ACLPOA may choose to require the employee's immediate departure.

Reassignment - Based on ACLPOA's needs, the employee's employment status may occasionally change through ACLPOA's reassigning the employee to a different shift, department, or location, unless he/she has a written employment contract to the contrary. ACLPOA may choose to take into consideration the employee's request concerning reassignment.

Retirement – Employees seeking to retire must provide at least four weeks' advance written notice to the General Manager. This will allow ACLPOA sufficient time to finalize any payroll and benefits issues, determine and prepare for any hiring needs, and wrap up all other outstanding employment matters related to the planned retirement. Should ACLPOA so require, the employee must agree to complete an exit interview or memo prior to departure.

2.15 Return of Company Equipment and Property

Effective Date: October 15, 2016

Revision Date:

Employees must return all ACLPOA property in their possession upon ending employment with ACLPOA. Unless otherwise notified, ACLPOA property includes ID cards, credit cards, uniforms, cell phones, laptops, electronics, office supplies, and all other tangible items in possession that ACLPOA owns. ACLPOA may deduct from the final paycheck the value of all unreturned ACLPOA property, in accordance with state law.

2.16 Rehire Eligibility

Effective Date: October 15, 2016

Revision Date:

To be rehired, former employees must have separated employment in good standing with ACLPOA. Employees lose good standing when the reason for separation is based on policy violation. Former employees in good standing are still required to submit to ACLPOA's regular hiring process and screening, including, at ACLPOA's discretion, submitting an employment application and completing any required certifications and licenses. Hiring managers seeking to hire former employees must submit a request for review and approval from the General Manager prior to hiring. Except where expressly stated to the contrary in a written employment agreement, former employees that are rehired will begin accruing benefits at the same rate and in the same manner as new employees, and tenure for all purposes will be calculated starting from the date of rehire.

2.17 Personal Property/Theft

Effective Date: October 15, 2016

Revision Date:

Space is provided in a designated area for employees to use for personal belongings while at work. This is not a secured, locked area, so employees should take care when placing personal items. ACLPOA does not assume any liability for lost or stolen employee articles on or off ACLPOA premises. Any employee caught leaving the workplace with anything other than their personal belongings, without the owner's consent, may be subject to disciplinary action, up to and including termination of employment. ACLPOA reserves the right to question and/or search an employee and/or their belongings when on ACLPOA premises which includes ACLPOA parking lots.

SECTION III.

3.1 Payment of Wages

Effective Date: October 15, 2016

Revision Date:

Employees will have their pay directly deposited to their bank account(s) via Direct Deposit Payroll. Employees will receive any direct deposit of wages in a savings or checking account at the financial institution of their choosing.

The employee must submit a new Form W-4 to the General Manager if his/her marital status or the number of exemptions to be claimed changes.

Paycheck receipts may be accessed online using information provided during orientation, on a bi-weekly basis every other Thursday. If the employee is unable to access his/her paycheck receipt, he/she may have one printed at the General Manager's office. The employee's paycheck receipt reflects the hours worked or salary earned in the two-week pay period ending the previous Saturday.

3.2 Overtime Pay

Effective Date: October 15, 2016

Revision Date:

Employees classified as nonexempt will be paid overtime according to the Fair Labor Standards Act (FLSA) and state law. The employee's supervisor must approve all overtime in advance. The employee is expected to comply with requests to work overtime during especially busy times and according to ACLPOA's need.

Illinois state law sets the standard work week at 40 hours. The employee will earn overtime pay, which will be paid at one and one-half the employee's normal pay rate, whenever he/she exceeds the standard work week. The work week is calculated beginning at 12:00 midnight on Sunday and ending at 11:59 p.m. on Saturday night but may be changed at ACLPOA's discretion. Only actual hours worked will be counted for overtime pay. Meal breaks and time off for holidays, vacation leave, personal time off (PTO), and other leaves of absence will not be used to calculate overtime.

On Call/Call In

There will be occasions during the year when the General Manager or designee may determine that an on-call schedule for weekends or holidays is necessary.

Non-exempt full-time employees who are on call receive two (2) hours regular pay whether they actually work or not. If they do come in, they will be paid for the hours worked with a minimum payment of two (2) hours. If the employee is over forty (40) hours that week, time and half (1-1/2) will apply. The employee must leave word as to where he/she may be reached if he/she is on call.

3.3 Deductions

Effective Date: October 15, 2016

Revision Date:

Various payroll deductions are deducted from an employee's check each payday in order to comply with federal and state laws.

Deductions from employee's pay will be made according to federal and state law. This may include deductions for Federal and State Income Tax Withholding, Social Security, Medicare, Disability, garnishments pursuant to valid court orders, and other deductions pursuant to law. If the employee needs to change his/her federal or state income tax withholding, please consult with the General Manager or his designee. Furthermore, should the employee elect to make contributions under ACLPOA benefits plan offered to him/her, his/her voluntary contributions will also be deducted from his/her pay according to the benefits plan as well as federal and state law.

At the end of each calendar year, within thirty (30) days of year-end, the employee will be supplied with his/her wage and tax statement, which summarizes his/her income and deductions for the year with the Association.

3.4 Travel Expenses and Reimbursements

Effective Date: October 15, 2016

Revision Date:

ACLPOA reimburses employees' reasonable expenses incurred while traveling on ACLPOA business. Employees may only travel on ACLPOA business when authorized and shall verify which travel expenses are eligible for reimbursement prior to making travel arrangements. ACLPOA will reimburse mileage at the federal rate.

While traveling, employees must keep a detailed report of their business activities and the expenses they incur, including supporting documentation such as receipts. Employees must submit their expense reports within seven (7) days of their return from travel or as otherwise requested by ACLPOA when traveling for extended periods of time.

Please use discretion while traveling to keep your expenses at a minimum and to avoid inappropriate expenses. Alcohol charges are not reimbursable by ACLPOA unless authorized by the General Manager. The employee may not be reimbursed for expenses that are excessive or improper under the circumstances.

ACLPOA credit cards, at the discretion of the General Manager may be used for ACLPOA purchases. All receipts must be attached to the credit card use form obtained in the Association office and submitted within seven (7) days.

Nonexempt employees will be paid for travel while on ACLPOA business according to federal and state law. Exempt employees will be paid their normal salary while traveling for ACLPOA.

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 thirty (30) minutes. 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 his/her 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 his or her manager to work during his/her meal break, compensatory time will be allowed pursuant to the General Manager's direction.

The employee may be given one (1) 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 her 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.

3.6 Outside Work

Effective Date: October 15, 2016

Revision Date:

Employees may hold other jobs or engage in work outside of their role with ACLPOA so long as such outside work does not have a negative impact on fulfilling their responsibilities with ACLPOA. Furthermore, any outside work must not conflict or compete with ACLPOA interests or be conducted during an employee's scheduled work time. Employees engaging in outside work must notify their supervisor or manager so that ACLPOA can determine if such work presents a problem or a conflict with ACLPOA interests.

No employee may engage in any outside work for customers or clients that ACLPOA would normally expect to perform. Employees are prohibited from using Confidential Information or ACLPOA tools, equipment, or other property for outside work.

Employees may not use outside work as an excuse for failing to perform their responsibilities to ACLPOA, for poor job performance, or for failing to be present during scheduled work hours. Therefore, Employees should refrain from taking on any outside work that may demand too much of their time, energy, or attention. ACLPOA may ask the employee to stop or decrease his/her involvement in any outside work that becomes a detriment to job performance. Employees are prohibited from using any allotted time for leaves of absence to engage in outside work, including leave classified under the Family and Medical Leave Act.

Outside work includes any work outside of the employee's obligations to ACLPOA for which he/she is compensated, monetarily or otherwise, including self-employment. Outside work also includes service on a board or commission for a public entity or governing body, whether or not he/she is paid or otherwise compensated for such work.

3.7 Time Reporting

Effective Date: October 15, 2016

Revision Date:

Hours of Work/Time Records

The Association operates on a seven days per week basis. The normal work week for full-time employees of the Association is 40 hours per week, for both exempt and non-exempt staff. Due to operational requirements, the employee's work schedule may be subject to change. Every effort will be made by his/her manager to provide appropriate notice to schedule changes, as much as possible, should this be necessary.

Time Card Regulations

ACLPOA requires that each non-exempt employee maintain a **timekeeping record card** of his/her hours. This will keep a record of hours worked and ensure that paychecks are correct. All **hourly exempt and non-exempt** employees are required to accurately record their hours worked each day on the **timekeeping system**

Each employee must use his/her own **timekeeping record card** only. If an employee punches in/out for another employee, each employee is subject to disciplinary action.

Employees may not punch in or out more than five minutes before or after their scheduled shift unless overtime hours were previously approved by his/her manager.

Manual revisions or deletions made on the employee's **timekeeping record card** are expressly forbidden unless initialed by his/her immediate manager. **Any revisions or deletions for all employees must be submitted with payroll.** Unauthorized revisions may result in the forfeiture of any hours revised. ~~By initialing his/her time card, each employee is approving the number of hours indicated.~~ **Employees can review their timekeeping record within the timekeeping system and report any discrepancies to their manager before the end of the time period.**

The employee must notify his/her manager (or his/her designee) if you need to leave work early for any reason.

For those employed in an exempt capacity under the provisions of the FSLA, there is no eligibility for overtime compensation. However, the General Manager is authorized to provide administrative leave to exempt employees on a case-by-case basis, at the General Manager's discretion.

Time worked is recorded for payroll purposes by rounding to the nearest 15-minute interval following the start of the shift. One workday consists of 24 hours beginning at 12:00 midnight



and ending at 11:59 p.m. Each work week begins on Sunday at 12:00 midnight and ends on Saturday at 11:59 p.m.

3.8 Performance Reviews

Effective Date: October 15, 2016

Revision Date:

A formal performance review will be conducted every 12 months. This will provide an opportunity to review the employee's past performance in order to recognize his/her strengths, target weaknesses and areas for improvement, and identify specific goals going forward. Any written performance reviews will become part of the employee file.

Employees receiving a performance review will not necessarily receive an increase in pay. Pay increases are based on several factors, including overall department and ACLPOA business performance, and will not always directly reflect an employee's performance. Beside formal performance reviews, employees are encouraged to regularly have informal discussions with their supervisors about their strengths, weaknesses, and goals, in order to monitor their performance. Pay increases may be implemented at other times besides during performance reviews but must always be preapproved by the General Manager to ensure that the requested increase aligns with ACLPOA policy and is in ACLPOA's best interest.

Periodic pay bonuses are not guaranteed to employees and are at the discretion of management. If paid by ACLPOA, these will be based on the employee's individual performance and ACLPOA's budget. Bonuses are meant to incentivize employees to exceed expectations and constantly perform to the best of their abilities. This will help ensure that ACLPOA stays competitive in its market.

3.9 Payroll Policies

Effective Date: October 15, 2016

Revision Date:

ACLPOA reserves the right to change payroll policies and practices, including those stated above, after providing prior written notice to employees and in accordance with state law.

SECTION IV.

4.1 Equal Employment Opportunity

Effective Date: October 15, 2016

Revision Date:

ACLPOA provides equal employment opportunities (EEO) in all our employment practices to all employees and applicants for employment without regard to race, color, religion, national origin, gender, age, sexual orientation, gender identity, disability, genetic information, marital status, military status, or any other category protected by federal, state, or local laws. This includes prohibiting unlawful discrimination against those associated with or perceived to belong to a protected class, whether or not an employee actually falls into such class.

ACLPOA's EEO practices are upheld in every location that it operates and in all aspects of the employment relationship, including hiring, recruiting, placement, transfer, promotion, compensation, discipline, termination, layoff, recall, training, and leaves of absence.

EEO violations must be taken seriously and all employees must make every effort to uphold and support ACLPOA's EEO policy. This includes reporting all instances of discrimination or harassment to the General Manager. It is ACLPOA's policy to promptly investigate any reported instance in a thorough manner. ACLPOA forbids any retaliation against those who report or investigate discrimination or harassment. Employees with protected characteristics under EEO law, such as those with disabilities or seeking accommodation of their religious practices, should notify ACLPOA well in advance of their need for accommodation. ACLPOA will take reasonable measures to accommodate such employees' needs.

4.1A Wage Discrimination

ACLPOA will adhere to all applicable aspects of the Illinois Equal Pay Act of 2003 (EPA) which requires an employer to pay the same wage rate to male and female employees who perform the same, or substantially the same work in jobs that require equal skill, effort, and responsibility and that are performed under similar working conditions, except where the payment is made under:

- A seniority system;
- A merit system;
- A system that measures earnings by quantity or quality or production; or

- A differential based in any other factor other than sex or a factor that would constitute unlawful discrimination under the Illinois Human Rights Act.

4.2 Americans with Disability Act

Effective Date: October 15, 2016

Revision Date:

ACLPOA does not discriminate against qualified employees with disabilities in any aspect of their employment and provides reasonable accommodations to such individuals as required by law so that they may perform the essential job duties of the position. ACLPOA is fully committed to upholding the Americans with Disabilities Act (ADA) and any amendments or laws related thereto. The ADA requires employers with 15 or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others. In compliance with the ADA, ACLPOA does not discriminate against qualified individuals in recruitment, hiring, promotions, training, pay, social activities, and other privileges of employment. ACLPOA also does not ask prohibited questions related to an applicant's disability prior to making a job offer.

ACLPOA provides reasonable accommodations for known physical or mental limitations of qualified individuals that bring their needs to ACLPOA's attention, unless it would cause ACLPOA undue hardship. If the employee is currently disabled or becomes disabled while employed, the employee should notify the General Manager to discuss any questions he/she may have and to request disability leave or accommodations that will enable him/her to perform the essential functions of his/her job. ACLPOA reserves the right to require that the employee provide certification from his/her healthcare provider of his/her disability and his/her need for accommodation. If disability leave is necessary, ACLPOA will work with him/her to determine how to best accommodate his/her needs while also balancing ACLPOA needs.

4.3 Anti-Harassment Policy

Effective Date: October 15, 2016

Revision Date:

ACLPOA aims to create a work environment free of harassment wherein employees treat each other with respect and courtesy. Therefore, ACLPOA prohibits its employees from engaging in unlawful harassment against individuals on the basis of race, color, creed, national origin, religion, gender, sexual orientation, pregnancy, genetic information, age, physical or mental disability, veteran status, marital status, or any other protected classification under federal, state, or local law. Conduct considered harassment is defined below. This policy applies in all work settings, whether or not occurring on ACLPOA property, and to all aspects of the employment relationship, including hiring, recruiting, placement, transfer, promotion, compensation, discipline, termination, layoff, recall, training, and leaves of absence. It also applies to all applicants for hire and employees, whether or not the conduct is directed at a fellow employee or to an outside party, such as an independent contractor, vendor, supplier, customer, or any other party that conducts business with ACLPOA. Furthermore, ACLPOA aims to protect its employees from workplace harassment by nonemployees and will take appropriate steps to remedy any such harassment.

Employees violating this policy are subject to discipline, including possible termination. Instances of harassment are serious matters, and all employees must make every effort to uphold and support ACLPOA's anti-harassment policy. This includes reporting all instances of harassment to the General Manager. It is ACLPOA's policy to promptly investigate any reported instances in a thorough manner. ACLPOA forbids any retaliation against those who report or investigate harassment.

Sexual Harassment Defined

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle or not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors, sexual jokes and innuendos; verbal abuse of sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering or whistling; repeated uninvited physical contact or touching, such as patting, pinching, or grabbing another's body; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, written, or visual conduct of a sexual nature regardless of the rank, position, gender, or sexual orientation of those involved. Sexual harassment may occur through transmission using the ACLPOA's electronic communications system or through other online conduct. Sex-based harassment, that is, harassment not involving sexual activity or language (e.g. male manager yells only at female employees and not males), may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment Defined

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under the policy, harassment is defined as verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law or that of his/her relatives, friends, or associates, and that a) has the purpose or effect of creating an intimidating hostile, or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassment includes, but is not limited to, epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is circulated in a work setting, whether by being posted on ACLPOA's premises or communicated via e-mail, phone, text messages, online forums, or other means.

Harassment and Discrimination Complaint Procedure

In order to maintain a safe and enjoyable work environment, it is imperative that any employee who believes that he or she has been the victim or witness of harassment or discrimination, as prohibited by this policy or law, should immediately report such behavior to the General Manager. Discrimination or harassment should be reported whether engaged in by an



employee, independent contractor, vendor, supplier, customer, or any other party that conducts business with ACLPOA.

Many times individuals are not even aware that their behavior is harmful to others. If they feel comfortable doing so, victims and witnesses of harassment or discrimination have the option to first seek to remedy the situation informally by notifying the offending party that his or her actions are not welcome and are believed to constitute a violation of ACLPOA's policy. If warranted by the situation, this type of open and frank discussion can help resolve problems before they escalate to the point of irreparably harming working relationships. However, victims and witnesses that do not feel comfortable trying to resolve the problem verbally should immediately report the offending behavior to the General Manager.

Upon receiving a report of harassment or discrimination, ACLPOA will promptly complete an investigation to determine the merits of the allegations, discover the nature and extent of the improper behavior, and, if necessary, determine the proper corrective action to take, which may include termination. ACLPOA may take any legal steps it believes are necessary in making its investigation, which may include, without limitation, reviewing electronic communications and conducting interviews of any individuals who may have information relevant to the allegations. ACLPOA will make every effort to keep the investigation as confidential as possible under the circumstances while still being as thorough in its efforts as is necessary to do its due diligence. All employees are required to cooperate and be forthcoming in assisting with ACLPOA's investigations, and any employee possessing information that may be helpful should notify the General Manager.

Employees should not refrain from reporting harassment or discrimination or cooperating in investigations for fear of reprisal. Retaliation against those who report or cooperate in investigations is strictly prohibited in any form. Freedom to report and cooperate in investigations is an essential component of enforcing ACLPOA's anti-harassment and discrimination policies. Therefore, employees that report or cooperate in investigations must not receive any ill treatment or disadvantage due to their participation in helping enforce ACLPOA policy. Employees that are victims or witnesses of retaliation are encouraged to report retaliation to the General Manager. Reports of retaliation will be investigated, and corrective action will be taken, according to the same harassment and discrimination procedures outlined above. Similarly, intentionally false or malicious reports of harassment, discrimination, or retaliation that ACLPOA becomes aware of will be investigated, and corrective action will be taken, according to the procedures outlined in Section 4.19 Problem Resolution.

If the victim or alleged offender does not agree with the resolution of a complaint, that party has the right to appeal the decision to the Board of Directors' Executive Committee, who will have the final say on the matter. Victims and alleged offenders that still do not agree with the final resolution of a complaint may seek legal remedy by contacting the state or federal agency responsible for enforcing such matters.