



BOARD OF DIRECTORS MEETING

May 18, 2024

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

AGENDA

- 1.0 CALL TO ORDER – 8:00 A.M.
- 2.0 EXECUTIVE SESSION – 8:00 A.M
- 3.0 RETURN TO OPEN SESSION – 9:00 A.M.
- 4.0 PLEDGE OF ALLEGIANCE
- 5.0 APPROVE/ADOPT MINUTES FROM THE APRIL 20, 2024, BOARD MEETING
- 6.0 TREASURER’S REPORT
- 7.0 COMMITTEE/COMMISSION REPORTS
- 8.0 GENERAL MANAGER’S REPORT
- 9.0 PRESIDENT’S REPORT
- 10.0 ANY ADDITIONS TO THE AGENDA
- 11.0 CONSENT AGENDA
 - 11.1 COMMITTEE/COMMISSION CHANGES
- 12.0 UNFINISHED BUSINESS
 - 12.1 FOOD TRUCK VENDORS
 - 12.2 AMENDED BOCCE BALL LINE MARKING MACHINE
- 13.0 NEW BUSINESS
 - 13.1 PURCHASE OF YARD GAMES
 - 13.2 6.1 REQUESTING LEAVE, 6.3 HOLIDAYS AND HOLIDAY PAY, CHARTS FOR 6.2 PAID TIME OFF AND 6.3 HOLIDAYS AND HOLIDAY PAY – 1ST READING
- 14.0 PROPERTY OWNER COMMENTS (3 MINUTES PER MEMBER)
- 15.0 ADJOURN

Note: There will be a Flood Mitigation Workshop to take place immediately following the conclusion of the Board Meeting. Once the Flood Mitigation Workshop concludes, the Meet the Candidates Forum will take place.

**Apple Canyon Lake Property Owners Association
Board of Directors Meeting Minutes
April 20, 2024**

UNAPPROVED

1.0 Call to Order:

2.0 Executive Session –

3.0 Return to Open Session – motion to return to open session made by Mark Kosco at 9:05 am.
Seconded by Brian Holt, motion carried unanimously.

4.0 Pledge of Allegiance – after the Pledge of Allegiance, a quorum was present with the following Directors in attendance: Nolan Mullen, Bill Becker, Bob Ballenger, John Anderson, Carmel Cottrell, Brian Holt, Debra McNamee, Mark Kosco and Laura Pratt. General Manager John Sabo was also present.

5.0 Approve/Adopt Minutes from the March 16, 2024 Board Meeting - Carmel Cottrell motioned “to approve/adopt the minutes from the March 16, 2024 Board Meeting.” Seconded by Deb McNamee, motion carried unanimously.

6.0 Treasurer’s Report – Steve Borst reported he is working with Heather Miller, Ashley Randecker and onsite consultant from Honkamp. Next month first quarter numbers will be available. So far, our budget is pretty spot on.

7.0 Committee/Commission Reports

Maintenance – Carmel Cottrell reported that we are now taking in scrap metal and aluminum collection and that will provide revenue for us. Thank you to Nolan Mullen for the coordination of a donation of a cardboard bailer. Collection will start soon for cardboard. Aluminum collection will start today.

Zebra Mussels - Laura Pratt reported they are meeting with Lake Summerset – they are interested in what we have done to treat the mussels. FYI - McCloud is now working at Lake Carroll to manage their lake. As we monitor the lake, we will see what we need to do next.

Rules & Regulations – couldn’t hear or understand

Nominating – Mike Yorke reminded everyone that May 18th is our Meet the Candidates event – 1:00 p.m.

Campground - Ron Carpenter reminded everyone about the pancake breakfast coming up Memorial Day weekend. Planning is in progress.

Flood Mitigation – Ron Carpenter reported we have the permits needed. Bids were sent to nine different contractors with only two bids coming back. Some thought the project was too complex and some felt they were too far away to take the project on. Bids were considerably higher than anticipated. We have identified up to 25% reduction so far with some changes. For example: if we drop the lake more than we wanted to, we could save a substantial amount of money. Planning a board workshop. However, our permits are for the way it was originally laid out – so we can’t change significantly. Either stay with what we have or start all over.

8.0 General Manager’s Report – John Sabo introduced himself. Congratulated both Mikes – onboarding process exceeded his expectations. He has had both formal and informal sit-down meetings with all department heads with a lot of observation over the first two weeks. Flood mitigation - in the middle of a value engineering process. IDNR permitting does not give us much latitude with changes. Changing pathways for example – will be working diligently with the board. Proud to admit that he and wife Tracy have found a lovely home at ACL.

9.0 President’s Report – President’s Report will be in *The Apple Core*.

10.0 Any Additions to the Agenda

Brian Holt motioned “to add E-bikes on Trails to the agenda as 13.3.” Seconded by Laura Pratt, motion carried unanimously.

11.0 Consent Agenda

11.1 Committee/Commission Changes - Deb McNamee motioned “to approve Bob Ballenger to join the Flood Mitigation Ad Hoc Commission; and to approve Wayne Shisler to join the Trails Commission.” Seconded by Carmel Cottrell, motion carried unanimously.

12.0 Unfinished Business

13.0 New Business

13.1 Bocce Ball Line Marking Machine – John Anderson motioned “to table 13.1.” Seconded by Bill Becker, motion carried unanimously.

13.2 Foreclosed Lot Assessments - Deb McNamee motioned “to remove the initial dues fee for 22 lots listed for sale. However, the buyer would still be responsible for paying \$250.00 for the deed work and property tax preparation, as well as the \$110.00 owner amenity registration fee (OARF).” Seconded by Bill Becker. Discussion: just this year’s dues, going forward dues would be normal. In previous years, this has been handled by staff, Nolan Mullen requested to bring this information to the board. Any option on foreclosing on these lots? The obligation is both real property and personal. We could file suit against the ownership body – John Sabo would pursue the cost analysis if board would want, in order to make an informed decision. Yes, good next move. Motion carried unanimously.

13.3 – E-bikes on Trails – Mark Kosco reported that Julie received some questions about this. Conversation around changing rules and including these. Should we direct R&R to look into this? Would have to be stickered – they are motorized. State has written a statute regarding these. Operator has to be at least 16 years of age and have a drivers license. How are we going to police this before an undesirable event occurs? Brian Holt - Class 3 e-bikes – you have to be over 16. Class 1 or 2 (slower speeds), you don’t need a license and you do not need to be 16. The bike has to be labeled on what class it is, State rule. Nolan Mullen - concerns about safety with UTVs on same trail. John Sabo will check with the insurance company. The board would like R&R to investigate this further and report back.

14.0 Property Owner Comments

Leanne Killeen – 12A62 McKinley Court – member of the Recreation Commission. Been told we are allowed to spend our designated funds up to \$500.00 without board approval. Told one thing and reading another (policy). Nolan Mullen – will get clarification and get back to commission. Always been board approval.

Henry Doden, 13A129 – north end of the quarry there are two trailers and by the garbage dump – another trailer. Who is giving them permission to park there and why. Deb McNamee – no idea who owns these. Trailer at the dump is our trailer for collecting aluminum. Henry Doden – what is the policy on assets that this association has. Walk-in cooler/freezer – decided no longer needed and tossed out. Cooler could have been taken apart and sold. Sitting in the garbage. What is the policy and who is making these decisions? John Sabo – Ed gave permission to contractor as a request from homeowner for a trailer. Mobilization charge for each trip and permission was granted. John is reviewing these policies currently. Construction – storing and received permission from homeowner. Would we not want staff to entertain and make these decisions? May 15 would be removal date. John Anderson - can’t put a rule against every little thing.

Aaron ???11A189 – member of the ACL POA Foundation – annual auction is coming up on May 4, starting at 5:00. All proceeds go to support foundation projects. Also, this is The Cove’s opening weekend. Fourth year for the auction. Donations can be dropped off at the Pro Shop or the office.

Ron Carpenter – if the contractor parked at fire house, would we have said anything? Bob Ballenger - historically we have had property owners park something on their own lot and we have given them a ticket. We should not be letting people store anything anywhere.

Rogers 11A52 Fairway Drive – curious about the railing outside of the clubhouse. Not installed yet. Also, curious about the firehouse fitness roof – when will that take place. Garden Club stores things there. Third question – multi-sports complex status. Mike Harris – the gentleman that got the bid on the railing is ill. Trying to work on it, will get done. John Sabo - firehouse project – scheduled for fall. Tim and Julie have done an exploration on what needs to be moved and will follow up with the various committees. Right now there is more demand for construction than contractors. Sports Complex – great progress, not sure when this will open. Has to be 65 degrees before seal coating can be done.

Ede Patel – railing area, whole area needs work – curb – mark this clearly (yellow strip) so people know to be careful there. John Sabo – did have the cement contractor out last week – will be reformed and poured. Trying to book us before Memorial Day.

????????? We all come to the clubhouse to see the beautiful area/view. Sometimes we don't see how bad the area does look – around the flag (railroad ties), cones in the driveway area, etc., looks terrible. John Sabo - remove the railroad ties, pour us an oval transition curve, aesthetics first. That is our intent. Look at the entirety of the whole area. To prevent things from being posted on Facebook, we are trading dirt for this work – no cost.

Mark Kosco – status of parking lot at the Pro Shop? Rock garden area that was taken out. John Sabo - Ed is trying to get it scheduled, but not a date yet. Part of the concern is temperature.

Mike Yorke – spoke with Helm – plan is to do Pro Shop in late May or early June.

Mary Hannon – 8A239 Washington Lane. Ever consider making the parking lot around the front of the club house a one-way circle for safety concerns. Makes sense.

15.0 Adjourn - motion to adjourn by Bob Ballenger, seconded by Carmel Cottrell at 10:01 am. Motion carried unanimously.

Recording Secretary, Rhonda Perry

President, Nolan Mullen

Corporate Secretary, Laura Pratt

Date



Memorandum

To: Board of Directors

Date: May 6, 2024

From: ACLPOA

Memo: 2024-27

Topic: May Consent Agenda – Committee/Commission Changes

Recommendation: To approve Josh Winter to join the Campground Commission; to allow Mary Hannon to join the Recreation Commission; to allow Dave Bohnenkamp to resign from the Conservation Commission and to allow Mike Harris to resign from the Employee Handbook Ad Hoc Commission.

12.1



Memorandum

To: Board of Directors

Date: May 9, 2024

From: The Recreation Department

Memo: 2024-30

Topic: Food Truck Vendors

Issue: Food vendors sought after to serve food at the May 25 Summer Kick Off and September 1 ACL Fall Craft Fair.

Recommendation: To approve Calvin Stalls' – Rapped with Smoke BBQ, Concession Agreement; and to approve Jay Upmann's – JJ & Freddie's, Concession Agreement.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT ("Agreement") is entered into this day of May 1st, 2024 by and between Apple Canyon Lake Property Owners' Association, an Illinois not-for-profit corporation, having its principal office at 14A157 Canyon Club Drive, Apple River, Illinois 61001 ("Apple Canyon"), and Calvin Stalls Jr. d/b/a Rapped With Smoke BBQ having its principal office at 644 W Chestnut St FREDERICK IL ("Concessionaire").

WITNESSETH:

WHEREAS, Apple Canyon is an Illinois not-for-profit corporation, subject to the terms of the Illinois General Not-for-Profit Corporation Act (805 ILCS 105/101 et. seq.) and the Illinois Common Interest Community Association Act (765 ILCS 160/1 et. seq.) that is responsible for the maintenance and administration of certain common areas and facilities for the benefit of its members;

WHEREAS, one of the common facilities under the jurisdiction of Apple Canyon is a certain Firehouse Fitness parking lot (the "Facility");

WHEREAS, Apple Canyon and Concessionaire desire that Concessionaire enter into this Agreement pursuant to which Concessionaire shall be granted the right to park a truck to sell lunch and dinner food and non-alcoholic beverages upon the Facility, or upon any other area designated by Apple Canyon's Communications and Recreation Manager, in accordance with the terms and conditions set forth below; and

WHEREAS, Concessionaire represents that it possesses the necessary qualifications to provide the services and products described herein.

NOW, THEREFORE, Apple Canyon and Concessionaire agree as follows:

ARTICLE 1: CONCESSIONAIRE RIGHTS

1.1 **Sale of Products.** Apple Canyon grants to Concessionaire the right to park a food truck to sell food and beverages at the facility, which shall include the right to sell lunch and dinner food, and non-alcoholic beverages. The sale of alcoholic beverages is prohibited.

1.2 Intentionally omitted.

1.3 **Equipment; Signage.** Concessionaire shall be solely responsible for providing all equipment and products in connection with its rights under this Agreement. All equipment shall be removed by Concessionaire at the close of each day Concessionaire is upon the Facility. Any repairs necessary to Concessionaire's equipment shall be performed by Concessionaire at its sole expense. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of all products. The style, size,

form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of Apple Canyon.

1.4 Facility Alterations. No modifications or alterations to the Facility may be made by Concessionaire.

ARTICLE 2: COMPLIANCE WITH LAWS

Concessionaire shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to its operations. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

ARTICLE 3: CLEANING RESPONSIBILITIES/TRASH REMOVAL

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

ARTICLE 4: INVENTORY

Concessionaire shall be responsible for maintaining sufficient inventory to meet anticipated demand. Concessionaire shall be solely responsible for ordering and transporting products to and from the Facility. All products shall be of a high quality.

ARTICLE 5: PERSONNEL; INDEPENDENT CONTRACTOR

5.1 Concessionaire's Personnel. Concessionaire will maintain a staff of its employees on duty at the Facility at a level and in a manner consistent with the operating standards required by Apple Canyon. Concessionaire's employees shall be employed by Concessionaire, and not Apple Canyon, for all purposes hereunder. Concessionaire and its management, supervisors and employees must behave in a professional manner at all times while in or around the Facility. No smoking is permitted at the Facility, unless specifically permitted by Apple Canyon. Concessionaire agrees that it will comply with all of Apple Canyon's rules, policies and procedures. Apple Canyon reserves the right to ban any Concessionaire's employee(s) from the Facility, in its sole discretion. Concessionaire hereby agrees that it will inform its employees that they must abide by Apple Canyon's policies and procedures.

5.2 Independent Contractors. Concessionaire shall be an independent contractor of Apple Canyon and not a joint venture, partner, agent or employee of Apple Canyon. Concessionaire, and not Apple Canyon, shall be responsible for the payment of all wages, payroll taxes, fringe benefits and severance for its employees. Concessionaire shall indemnify Apple Canyon and all of its officers, directors, members, employees, agents and representatives against any and all liability which may be asserted against them in connection with this Agreement and Concessionaire's performance hereunder.

5.3 Representations. Concessionaire hereby warrants and represents that it shall comply with all federal, state and wage and hour law requirements and obligations. Concessionaire hereby warrants and represents that it is solely responsible for the following: (i) paying its employees at least the applicable minimum wage; (ii) withholding all applicable taxes for its employees; (iii) providing unemployment and workers' compensation coverage for its employees; (iv) keeping all required record keeping documents pertaining to its employees; and (v) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms.

ARTICLE 6: HOURS OF OPERATION

The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as follows:

- A. The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as per Addendum A attached to this agreement for 2024.
- B. The Facility may be open for additional dates, subject to the approval of Apple Canyon's Board of Directors or the General Manager
- C. The Facility may be open for events and activities, beyond those described in 6(A) and 6(B), subject to the approval of Apple Canyon's Communications and Recreation Manager.

ARTICLE 7: FINANCIAL ARRANGEMENTS

The Concessionaire shall pay Apple Canyon \$25.00 per weekend. Payment shall be made each weekend. Concessionaire shall be considered to have been open for business and able to serve customers on any given weekend if it is open for at least a total of 2 hours during the weekend.

ARTICLE 8: REIMBURSEMENT OF ADDITIONAL SUMS/UTILITIES

8.1 If Apple Canyon has paid any sums or has incurred any expense for which Concessionaire agreed to pay Apple Canyon, or if Apple Canyon is required to pay any sums or incurs any expense arising from this Agreement or arising from the failure or neglect of Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, such amounts shall be deemed additional payments due hereunder; and Concessionaire shall reimburse Apple Canyon for the amount(s) thereof within ten (10) days following such demand(s).

8.2 Concessionaire shall be responsible and shall pay 100% of all costs related to its use of the Facility. Apple Canyon is not providing any electricity or any other utility services for Concessionaire. Concessionaire shall be solely responsible for procuring and paying for all electricity and other utility costs and expenses related to its use of the Facility.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.1 Insurance: Concessionaire shall procure, and shall maintain in full force and effect at all times during the term of this agreement, insurance against risks as is customarily carried with respect to properties similar to the Facility, paying as the same become due all premiums thereof, including, without limitation:

- (A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee.
- (B) Commercial General Liability coverage including Products-Completed Operations coverage, Personal Injury Liability and Advertising Liability. The policy shall afford protection on a combined single limit of not less than \$1 million per occurrence. The general aggregate shall have a limit of not less than \$1 million and the Products Liability aggregate shall not be less than \$1 million.
- (C) Business Automobile Liability coverage with a combined single limit of not less than \$1 million.
- (D) Apple Canyon, its officers, directors, managers, agents and members shall name as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage and Business Automobile coverage.
- (E) Upon execution of this agreement, Concessionaire shall deliver a Certificate of Insurance to Apple Canyon evidencing the required insurance coverages, which shall all include Apple Canyon's interest as an additional insured prior to opening for business. All coverages are subject to Apple Canyon's review and approval, which shall not unreasonably be withheld.

9.2 Indemnification. Concessionaire hereby agrees to indemnify, defend, protect and forever hold Apple Canyon and all of its, officers, directors, members, employees, agents and representatives harmless from any and all acts, claims, liabilities, demands, litigation, actions, lawsuit and other proceedings, judgments, awards, taxes, costs, losses, penalties, fees and expenses (including, but not limited to, attorneys' fees) and liabilities, arising by reason of, or in any way related to, (i) Concessionaire's activities or services at the Facility, (ii) any condition in or upon or any occurrences in or upon the Facility, (iii) for damage to any property or persons (including, but not limited to, injury or death) arising by reason of any of the foregoing and (iv) for any and all tax liability arising from the Concessionaire's activities at the Facility, including, but not limited to, all retail

sales taxes and other direct taxes imposed upon receipts collected from consumers or imposed on any amounts related to Concessionaire's use of the Facility.

ARTICLE 10: TERM; TERMINATION; LIQUIDATED DAMAGES

10.1 **Term.** The term of this Agreement (the "Term") shall commence May 25, 2024 and shall terminate on September 1, 2024. Concessionaire will operate on May 25, 2024 from 1:00 to 8:00pm at the Summer Kick Off and on September 1, 2024 from 10:00am to 4:00pm at the ACL Fall Craft Fair. The parties may, but are not obligated, agree to extend the Agreement beyond the initial Term. Any such extension of the Term shall be in writing, executed by both parties hereto.

10.2 **Early Termination.** Apple Canyon may, in its sole discretion, terminate this Agreement prior to the expiration of the Term by giving five (5) days' advance written notice to Concessionaire. Apple Canyon may terminate this Agreement for no reason or any reason, including convenience. Concessionaire shall permit Apple Canyon to monitor the quality and control level of services provided by Concessionaire. If Apple Canyon determines that any aspect of Concessionaire's services do not meet Apple Canyon's quality or service standards, Apple Canyon shall be entitled to immediately terminate this Agreement.

ARTICLE 11: ASSIGNMENT

This Agreement shall not be assigned by either party.

ARTICLE 12: NO GUARANTEES; LIMITATION OF LIABILITY

12.1 **No Guarantees.** Concessionaire acknowledges that Apple Canyon has made no guarantees with respect to the level of revenue or profitability of the Facility.

12.2 **Limitation of Liability.** Concessionaire hereby agrees that in all events, regardless of the nature of the claim or dispute, the maximum liability that Apple Canyon shall have to Concessionaire under this Agreement, shall be limited to the total sums paid to Apple Canyon in a single calendar year, and as described in Article 7. Notwithstanding anything in this Agreement to the contrary, Concessionaire shall not be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Concessionaire hereby expressly waives any right to seek, claim or collect any punitive, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between the parties (or their respective affiliated or related entities) to this Agreement.

ARTICLE 13: MISCELLANEOUS

This Agreement contains the entire understanding between the parties and may not be amended other than by a written instrument executed by both parties. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Facility is located. Furthermore, the parties consent that the courts located in the county and state in which the Facility is located shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either

party, to enforce any right or obligation under this Agreement.

ARTICLE 14: PREVAILING PARTY

In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Agreement, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

APPLE CANYON LAKE PROPERTY.,
Calvin Stalls Jr. d/b/a Rapped With Smoke BBQ
an Illinois not-for-profit corporation

By: Tim Brokl
Name: [Signature]
Its: Communication Manager

Concessionaire

By: Calvin Stalls Jr.
Name: Calvin Stalls Jr.
Its: Owner

EXHIBIT "A"
FIREHOUSE FITNESS
PARKING LOT



Extra Page at Board Request

Concessionaire will operate on May 25, 2024 from 1:00 to 8:00pm at the Summer Kick Off and on September 1, 2024 from 10:00am to 4:00pm at the ACL Fall Craft Fair.

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (“Agreement”) is entered into this day of May 8, 2024 by and between Apple Canyon Lake Property Owners’ Association, an Illinois not-for-profit corporation, having its principal office at 14A157 Canyon Club Drive, Apple River, Illinois 61001 (“Apple Canyon”), and Jay Upmann d/b/a JJ & Freddie’s having its principal office at 211 W North Ave (“Concessionaire”).

WITNESSETH:

WHEREAS, Apple Canyon is an Illinois not-for-profit corporation, subject to the terms of the Illinois General Not-for-Profit Corporation Act (805 ILCS 105/101 et. seq.) and the Illinois Common Interest Community Association Act (765 ILCS 160/1 et. seq.) that is responsible for the maintenance and administration of certain common areas and facilities for the benefit of its members;

WHEREAS, one of the common facilities under the jurisdiction of Apple Canyon is a certain Firehouse Fitness parking lot (the “Facility”);

WHEREAS, Apple Canyon and Concessionaire desire that Concessionaire enter into this Agreement pursuant to which Concessionaire shall be granted the right to park a truck to sell lunch and dinner food and non-alcoholic beverages upon the Facility, or upon any other area designated by Apple Canyon’s Communications and Recreation Manager, in accordance with the terms and conditions set forth below; and

WHEREAS, Concessionaire represents that it possesses the necessary qualifications to provide the services and products described herein.

NOW, THEREFORE, Apple Canyon and Concessionaire agree as follows:

ARTICLE 1: CONCESSIONAIRE RIGHTS

1.1 **Sale of Products.** Apple Canyon grants to Concessionaire the right to park a food truck to sell food and beverages at the facility, which shall include the right to sell lunch and dinner food, and non-alcoholic beverages. The sale of alcoholic beverages is prohibited.

1.2 Intentionally omitted.

1.3 **Equipment; Signage.** Concessionaire shall be solely responsible for providing all equipment and products in connection with its rights under this Agreement. All equipment shall be removed by Concessionaire at the close of each day Concessionaire is upon the Facility. Any repairs necessary to Concessionaire’s equipment shall be performed by Concessionaire at its sole expense. Concessionaire shall provide, at its own cost, all equipment, serving pieces, utensils, storage containers, point of sale terminals, and all other supplies and equipment necessary for the sale of all products. The style, size,

form, content, materials and location of all signs and advertising used by Concessionaire at the Facility shall be subject to the prior written approval of Apple Canyon.

1.4 Facility Alterations. No modifications or alterations to the Facility may be made by Concessionaire.

ARTICLE 2: COMPLIANCE WITH LAWS

Concessionaire shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to its operations. Concessionaire shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder.

ARTICLE 3: CLEANING RESPONSIBILITIES/TRASH REMOVAL

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

ARTICLE 4: INVENTORY

Concessionaire shall be responsible for maintaining sufficient inventory to meet anticipated demand. Concessionaire shall be solely responsible for ordering and transporting products to and from the Facility. All products shall be of a high quality.

ARTICLE 5: PERSONNEL; INDEPENDENT CONTRACTOR

5.1 Concessionaire's Personnel. Concessionaire will maintain a staff of its employees on duty at the Facility at a level and in a manner consistent with the operating standards required by Apple Canyon. Concessionaire's employees shall be employed by Concessionaire, and not Apple Canyon, for all purposes hereunder. Concessionaire and its management, supervisors and employees must behave in a professional manner at all times while in or around the Facility. No smoking is permitted at the Facility, unless specifically permitted by Apple Canyon. Concessionaire agrees that it will comply with all of Apple Canyon's rules, policies and procedures. Apple Canyon reserves the right to ban any Concessionaire's employee(s) from the Facility, in its sole discretion. Concessionaire hereby agrees that it will inform its employees that they must abide by Apple Canyon's policies and procedures.

5.2 Independent Contractors. Concessionaire shall be an independent contractor of Apple Canyon and not a joint venture, partner, agent or employee of Apple Canyon. Concessionaire, and not Apple Canyon, shall be responsible for the payment of all wages, payroll taxes, fringe benefits and severance for its employees. Concessionaire shall indemnify Apple Canyon and all of its officers, directors, members, employees, agents and representatives against any and all liability which may be asserted against them in connection with this Agreement and Concessionaire's performance hereunder.

5.3 Representations. Concessionaire hereby warrants and represents that it shall comply with all federal, state and wage and hour law requirements and obligations. Concessionaire hereby warrants and represents that it is solely responsible for the following: (i) paying its employees at least the applicable minimum wage; (ii) withholding all applicable taxes for its employees; (iii) providing unemployment and workers' compensation coverage for its employees; (iv) keeping all required record keeping documents pertaining to its employees; and (v) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms.

ARTICLE 6: HOURS OF OPERATION

The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as follows:

- A. The Facility shall be open for business and able to serve customers, with Apple Canyon approval, as per Addendum A attached to this agreement for 2024.
- B. The Facility may be open for additional dates, subject to the approval of Apple Canyon's Board of Directors or the General Manager
- C. The Facility may be open for events and activities, beyond those described in 6(A) and 6(B), subject to the approval of Apple Canyon's Communications and Recreation Manager.

ARTICLE 7: FINANCIAL ARRANGEMENTS

The Concessionaire shall pay Apple Canyon \$25.00 per weekend. Payment shall be made each weekend. Concessionaire shall be considered to have been open for business and able to serve customers on any given weekend if it is open for at least a total of 2 hours during the weekend.

ARTICLE 8: REIMBURSEMENT OF ADDITIONAL SUMS/UTILITIES

8.1 If Apple Canyon has paid any sums or has incurred any expense for which Concessionaire agreed to pay Apple Canyon, or if Apple Canyon is required to pay any sums or incurs any expense arising from this Agreement or arising from the failure or neglect of Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, such amounts shall be deemed additional payments due hereunder; and Concessionaire shall reimburse Apple Canyon for the amount(s) thereof within ten (10) days following such demand(s).

8.2 Concessionaire shall be responsible and shall pay 100% of all costs related to its use of the Facility. Apple Canyon is not providing any electricity or any other utility services for Concessionaire. Concessionaire shall be solely responsible for procuring and paying for all electricity and other utility costs and expenses related to its use of the Facility.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.1 Insurance: Concessionaire shall procure, and shall maintain in full force and effect at all times during the term of this agreement, insurance against risks as is customarily carried with respect to properties similar to the Facility, paying as the same become due all premiums thereof, including, without limitation:

- (A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-employee.
- (B) Commercial General Liability coverage including Products- Completed Operations coverage, Personal Injury Liability and Advertising Liability. The policy shall afford protection on a combined single limit of not less than \$1 million per occurrence. The general aggregate shall have a limit of not less than \$1 million and the Products Liability aggregate shall not be less than \$1 million.
- (C) Business Automobile Liability coverage with a combined single limit of not less than \$1 million.
- (D) Apple Canyon, its officers, directors, managers, agents and members shall name as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage and Business Automobile coverage.
- (E) Upon execution of this agreement, Concessionaire shall deliver a Certificate of Insurance to Apple Canyon evidencing the required insurance coverages, which shall all include Apple Canyon's interest as an additional insured prior to opening for business. All coverages are subject to Apple Canyon's review and approval, which shall not unreasonably be withheld.

9.2 Indemnification. Concessionaire hereby agrees to indemnify, defend, protect and forever hold Apple Canyon and all of its, officers, directors, members, employees, agents and representatives harmless from any and all acts, claims, liabilities, demands, litigation, actions, lawsuit and other proceedings, judgments, awards, taxes, costs, losses, penalties, fees and expenses (including, but not limited to, attorneys' fees) and liabilities, arising by reason of, or in any way related to, (i) Concessionaire's activities or services at the Facility, (ii) any condition in or upon or any occurrences in or upon the Facility, (iii) for damage to any property or persons (including, but not limited to, injury or death) arising by reason of any of the foregoing and (iv) for any and all tax liability arising from the Concessionaire's activities at the Facility, including, but not limited to, all retail

sales taxes and other direct taxes imposed upon receipts collected from consumers or imposed on any amounts related to Concessionaire's use of the Facility.

ARTICLE 10: TERM; TERMINATION; LIQUIDATED DAMAGES

10.1 Term. The term of this Agreement (the "Term") shall commence May 25, 2024 and shall terminate on September 1, 2024. Concessionaire will operate on May 25, 2024 from 12:00 to 8:00pm at the Summer Kick Off and on September 1, 2024, from 8:00am to 4:00pm at the ACL Fall Craft Fair. The parties may, but are not obligated, agree to extend the Agreement beyond the initial Term. Any such extension of the Term shall be in writing, executed by both parties hereto.

10.2 Early Termination. Apple Canyon may, in its sole discretion, terminate this Agreement prior to the expiration of the Term by giving five (5) days' advance written notice to Concessionaire. Apple Canyon may terminate this Agreement for no reason or any reason, including convenience. Concessionaire shall permit Apple Canyon to monitor the quality and control level of services provided by Concessionaire. If Apple Canyon determines that any aspect of Concessionaire's services do not meet Apple Canyon's quality or service standards, Apple Canyon shall be entitled to immediately terminate this Agreement.

ARTICLE 11: ASSIGNMENT

This Agreement shall not be assigned by either party.

ARTICLE 12: NO GUARANTEES; LIMITATION OF LIABILITY

12.1 No Guarantees. Concessionaire acknowledges that Apple Canyon has made no guarantees with respect to the level of revenue or profitability of the Facility.

12.2 Limitation of Liability. Concessionaire hereby agrees that in all events, regardless of the nature of the claim or dispute, the maximum liability that Apple Canyon shall have to Concessionaire under this Agreement, shall be limited to the total sums paid to Apple Canyon in a single calendar year, and as described in Article 7. Notwithstanding anything in this Agreement to the contrary, Concessionaire shall not be entitled to seek, claim or collect damages in excess of the actual and direct damages actually incurred or sustained as a result of a breach or violation of this Agreement. Accordingly, Concessionaire hereby expressly waives any right to seek, claim or collect any punitive, indirect, special, speculative or consequential damages in connection with, or related to, a breach or violation of this or any other agreement entered into between the parties (or their respective affiliated or related entities) to this Agreement.

ARTICLE 13: MISCELLANEOUS

This Agreement contains the entire understanding between the parties and may not be amended other than by a written instrument executed by both parties. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Facility is located. Furthermore, the parties consent that the courts located in the county and state in which the Facility is located shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either

party, to enforce any right or obligation under this Agreement.

ARTICLE 14: PREVAILING PARTY

In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges and expenses of such collection or other enforcement of rights in

any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Agreement, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

APPLE CANYON LAKE PROPERTY.,

OWNERS' ASSOCIATION,

an Illinois not-for-profit corporation

Jay Upmann d/b/a JJ & Freddie's

Concessionaire

By: Tim Brokl

Name: 

Its: Communication Manager

By:



Name:

Jay Upmann

Its:

EXHIBIT "A"

**FIREHOUSE FITNESS
PARKING LOT**



Extra Page at Board Request

Concessionaire will operate on May 25, 2024 from 12:00 to 8:00pm at the Summer Kick Off and on September 1, 2024, from 8:00am to 4:00pm at the ACL Fall Craft Fair.



Memorandum

To: Board of Directors

Date: May 6, 2024

From: The Recreation Commission

Memo: 2024-26

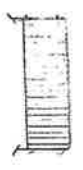
Topic: Amended Bocce Ball Line Marking Machine

Issue: Need bocce ball court striping line marking machine

Recommendation:

Purchase Rust-Oleum 2395000 High-Performance Striping Line Marking Machine, 9 in. x 27.5 in., Yellow, not to exceed \$250, for use with aerosol marking chalk.

<https://www.amazon.com/Rust-Oleum-2395000-Professional-Striping-Machine>



Sports & Outdoors > Sports & Outdoor Recreational Accessories > Field, Court & Rink Equipment > Line Stripping Machines



Rust-Oleum 2395000 High-Performance Stripping Line Marking Machine, 9" X 27.5", Yellow

Visit the Rust-Oleum Store

4.1 1,760 ratings

500+ bought in past month

-11% \$160⁸⁵

List Price \$179.99

FREE Returns

Get \$50 off instantly. Pay \$110.85 upon approval for Amazon Visa

Available at a lower price from other sellers that may not offer free Prime shipping.

Brand Rust-Oleum

Included Components High-performance Stripping Machine

Material Alloy Steel

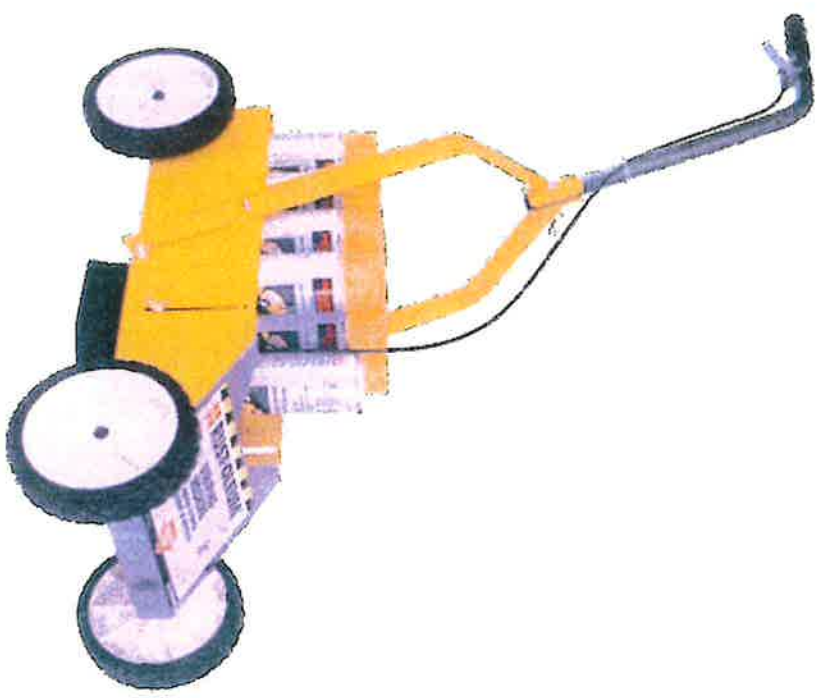
Color Yellow

Item Weight 6.8 Kilograms

About this item

- Heavy-duty wheels roll smoothly across terrains for fast application
- Adjustable design accommodates wide range of applications
- Storage section holds extra cans to quickly replace cans or change colors
- Perfect for parking lots, roads, paths and more
- Use with Rust-Oleum Inverted stripping paint spray
- Easy loading
- Heavy-Duty wheels : For Best Results - Use with Rust-Oleum Professional Stripping Paint Spray

[Show more](#)



Roll over image to zoom in



3 VIDEOS



Memorandum

To: Board of Directors

Date: May 7, 2024

From: The Recreation Commission

Memo: 2024-28

Topic: Purchase of Yard Games

Recommendation: Purchase Jumbo 4-to-Score Giant Game Set, 4 in A Row (Connect 4) and Jenga Giant not to exceed \$400.

https://www.amazon.com/Jenga-Giant-Hardwood-Stacks-feet/dp/B01LZGUAAU/ref=asc_df_B01LZGUAAU/?tag=hyprod-20&linkCode=df0&hvadid=693499516481&hvpos=&hvnetw=g&hvrnd=9351620355235405214&hvpone=&hvptwo=&hvqmt=&hvdev=c&hvdvcmidl=&hvlocint=&hvlocphy=9021824&hvtargid=pla-379840404224&mcid=34e5a582e396307dad7058e96079ad5&gad_source=1&gclid=CjwKCAjwouexBhAuEiwAtW_Zx7K9tV2PLwapvGXuzHdCI7ZLF30TcfCz2oYljwckJkP9d1VDunWv3hoC3oUQAvD_BwE&th=1

https://www.costway.com/product/4-to-score-giant-game-set-with-net-storage.html?piid=9210100&fee=163&fep=23000&utm_source=google&utm_medium=cpc&utm_campaign=product&gad_source=1&gclid=CjwKCAjwouexBhAuEiwAtW_Zxz3c_xYs8pFp8I2lgas9kyKClkPpwpDLBRwnDXJ5RfQGIR3LjFDsZxoCDccQAvD_BwE



4-to-Score Giant Game Set with Net Storage

★★★★★ [25 Reviews](#)

Unlimited **15% off** Discounts All Year Round [Join Now at \\$19](#)

\$149.00

On Sale

Save extra 10% on this item. Use code: DELIGHT10 [See More](#)

Only ~~\$126.65~~ if you join Costway Plus+ [Details](#)

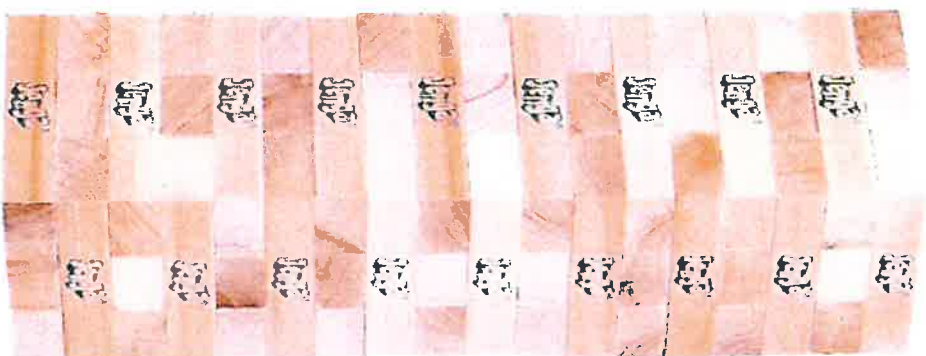
Log In for 149 PTS per Purchase. [Log In](#)

Free Shipping on All Orders [30-day No Hassle Return](#)

[305-Day Warranty](#)



7 VIDEOS



Roll over image to zoom in



Jenga Giant - Stacks to Over 5 feet - Officially Licensed - JS7

Visit the Jenga Store

4.8 4,417 ratings | Search this page

1K+ bought in past month

\$129.95

FREE Returns

Apply now and get a \$10 Amazon Gift Card upon approval of the Amazon Store Card, or see if you pre-qualify with no impact to your credit bureau score.

Available at a lower price from other sellers that may not offer free Prime shipping.

Size: Large - JS7

Small - JS4 \$87.41 Medium - JS6 \$93.95

Large - JS7
\$129.95

Age Range (Description) Adult, Kid

Number of Players 1 - 8

Brand Jenga

Theme Sports

Material Wood

About this item

- Complete Giant Tumble Tower Set: Enjoy 54 precision crafted premium hardwood 7.15" X 2.38" X 1.43" blocks, ideal for indoor and outdoor family



Memorandum

To: Board of Directors **Date:** May 9, 2024
From: Employee Handbook Ad Hoc Commission
Memo: 2024-29
Topic: 6.1 Requesting Leave, 6.3 Holidays and Holiday Pay, Charts for 6.2 Paid Time Off and 6.3 Holidays and Holiday Pay – 1st Reading

Issue: The Employee Handbook Ad Hoc Commission has been rewriting policies 6.1-Requesting Leave, 6.2-Paid Time Off and 6.3 Holidays and Holiday Pay and charts with the guidance of Steve Borst, Payroll, and Mike Yorke, Interim Human Resources. The Association's Attorney has also reviewed and approved all three policies.

The Board of Directors already approved 6.2 Paid Time Off at a previous meeting.

Recommendation: To conduct the first reading of 6.1-Requesting Leave and 6.3 Holidays and Holiday Pay with the supporting charts for 6.2 Paid Time Off and 6.3 Holidays and Holiday Pay. **No vote to be recorded at this time.**

6.1 Requesting Leave

Effective Date: October, 2016

Revision Date: February 18, 2023

June, 2024???

ACLPOA's operations rely on having a dependable and consistent workforce. Eligible employees are entitled to various types of leave that are either mandated by law or offered by ACLPOA on a discretionary basis. Taking appropriate time away from work is essential to maintain high performance and to prevent burn out (Vacation Leave). In addition, circumstances will sometimes require employees to take time off work to accomplish personal needs (Personal Leave). Unless a specific type of leave outlined in this handbook provides a different notice time or is otherwise required by law, employees must provide at least seven (7) calendar days advance notice to their manager/supervisor prior to taking planned leave. If the need for leave is unforeseeable, the employee must provide notice as soon as possible.

Employees must properly submit all requests for leave within the notice period required and receive authorization prior to taking the time off work. Unless required to authorize the leave by law, ACLPOA will grant leave requests based upon ACLPOA needs and ACLPOA's ability to absorb the missed work. ACLPOA reserves the right to penalize, demote, transfer, or reassign employees that take extended leaves of absence, unless prohibited by law. Unless otherwise noted or required by law, employees that receive paid time off will be paid at their normal base pay rate for the hours absent. If an employee is unsure as to which types of leave they are eligible to receive, consult with the General Manager or designee.

If an employee is absent two or more days without approval from or contact with their manager/supervisor, ACLPOA may consider the absence a voluntary resignation (without proper notice) by the employee.

Cancelling a previously approved leave must also be approved by the manager/supervisor. In the event other employees' schedules are affected, leave may be required to stand.

Paid time off for any given week is limited to the expected minimum hours as defined on the employee's job description. For example, if an employee is expected to work 36 hours per week and works 35 hours in a week, the employee will only receive compensation for 1 additional hour.

While time off is accrued commencing with the date of hire, eligibility to begin using paid time off starts after 90 days of employment (anniversary date) unless noted otherwise.

6.2 Paid Time Off

Effective Date: March 16, 2024

Revision Date: March 16, 2024
February 18, 2023
October 15, 2016

Paid Time Off (PTO) begins accruing on the date of hire (anniversary date). Eligibility to use any PTO is ninety (90) days of continuous employment from the date of hire.

PTO will only accrue for actual hours worked (regular hours and overtime hours).

PTO will accrue in two (2) forms, Vacation Leave and Personal Leave.

Vacation

Vacation accruals are determined by the number of continuous years, based on anniversary date, worked for the Apple Canyon Lake Property Owners' Association. Vacation Leave accrual balance will be paid at termination of employment.

All regular (non-seasonal) employees are entitled to paid vacation leave at the rate listed below, provided the employee works forty hours (40) a pay period.

For full-time and part-time year-round employees, the rate of accrual increases on the anniversary date of employment is as follows:

- Date of hire and up to one year – Accrue up to 40 hours annually (.019231 per hour worked)
- One year but less than five years – Accrue up to 80 hours annually (.038462 per hour worked)
- Five years but less than ten years – Accrue up to 120 hours annually (.057693 per hour worked)
- Ten years or more - Accrue up to 160 hours annually (.076924 per hours worked)

Up to 40 hours may carry forward to be used within the first six months of the subsequent anniversary year. Failure to use the accrued hours will result in forfeiture unless the General Manager, in writing, has granted prior authorization due to extreme circumstances.

In addition, no payouts in lieu of using accrued vacation leave will be authorized as employees are not rewarded for failure to use accrued vacation hours in the year they were earned.

Paid leave must be used prior to unpaid leave being approved.

Personal Leave

Personal Leave accrual balance will not be paid at termination of employment.

All employees, regardless of employment type, will accrue up to seventy-six (76) hours of Personal Leave per anniversary year (.036539 per hour worked).

Employees do not have to provide any reason for taking this leave and are not required to provide documentation. However, if the leave is foreseeable, the department manager asks for notice seven (7) calendar days prior to scheduling.

Up to forty (40) hours may carry forward to be used within the subsequent anniversary year. Failure to use the accrued hours will result in forfeiture unless the General Manager, in writing, has granted prior authorization due to extreme circumstances.

6.2 Paid Time Off (Employee Illustration)

(PTO = Personal Time + Vacation Time)

SUBJECT	PERSONAL TIME	VACATION TIME
Accrual	Same rate for all Employees Comply with new Senate law Bill 208 effective January 1, 2024	Accrual rate is based on anniversary date of hire
Earning Pay	Regular hours worked count	Must work 40 hours per period to earn vacation
New Hires	Must work 90 days to qualify	Must work 90 days to qualify
Carry Over	40 hours OK More needs approval from GM	40 hours OK More needs approval from GM
Upon Termination	Not paid	Paid
Seasonal	Accrue	Do not accrue

6.3 Holidays and-Holiday Pay

Effective Date: October, 2016

Revision Date: February 18, 2023
June, 2024 ???

Recognized Holidays

The Association observes and designates the following days as holidays:

New Year's Day
Memorial Day
4th of July
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day

Full-time and salaried employees will be paid their normal base pay for the holidays listed above.

Pay for Working on Recognized Holidays

Pay for hours worked on Recognized Holidays will be as follows:

- Part-time Hourly employees working on a Holiday will be paid time and one-half (1-1/2) their normal rate of pay for actual hours worked.
- Seasonal employees working on a Holiday will be paid time and one-half (1-1/2) their normal rate of pay for actual hours worked.
- Full-time hourly employees will be paid time and one-half (1-1/2) their normal rate of pay for actual hours worked in addition to being paid for the Holiday.
- Salaried employees are not eligible for holiday pay, but rather will earn holiday hours equivalent to 2 times the hours worked to be used within 30 days of the holiday. Failure to use the hours within 30 days will result in forfeiture unless the General Manager, in writing, has granted authorization due to extreme circumstances. Paid holidays missed or accrued are not eligible for payout upon termination.

If an employee is absent on their scheduled work days preceding and/or following a holiday, due to injury or illness, the Association reserves the right to request the employee verify the reason for the absence in order to receive holiday pay.

Holiday Observance Days

When holidays fall outside of normal operating hours, the General Manager will select an observance day in which eligible employees will receive holiday pay.

6.3 Holidays and Holiday Pay (Employee Illustration)

	SALARIED	HOURLY FULL TIME	PART TIME	SEASONAL
Holiday Pay	Yes	Yes	No	No
Working a Holiday	No	Yes	Yes	Yes
Current Practice	No	8 hours straight + 8 holiday = 16 hours 12 hours straight + 12 holiday = 24 hours	Straight	Straight
Proposed Practice	No	8+8+4=20 hours 12+12+6=30 hours	8+4=12 hours 12+6=18 hours	8+4=12 hours 12+6=18 hours

*This is an example of 8 hours and 12 hours worked on a holiday.