

Holiday Lake Owners' Association, Inc.
Regular Monthly Board Meeting Minutes
Thursday, July 14, 2016
 Holiday Lake Community Center

Call Meeting to Order by President Bille Jean Snyder

Time: 6:32 pm

Board of Directors present:

x	Bille Jean Snyder		Carla Bunger		Phil Reeves
		x	Jim Hamilton	x	Lu Wieland
		x	William Nagel	x	Stan Zeutenhorst

21 people signed the Monthly Board meeting attendance sign in sheet

President Snyder made members aware:

Meeting will be recorded for the sake of documentation.

Anyone wishing to address the board of directors is to stand up and state their name and address for the record.

Thanked Amy for making arrangements to be at the meeting

Drew attention to handouts available at the door table: Listing dates of Holiday Lake events

Annual meeting timeline outline

Fish Committee Poker Run notice for fish fund

Hard copy of the letter relating to sheds sent to members by mass email

Additions to the Agenda:

Under New Business:

Rules/Regs Language Changes

C. LIMITATION AS TO OPERATION OF BUSINESSES - the purpose of the following regulations is to define and regulate the operation of businesses at Holiday Lake

Pages 30 and 31 of 69

Rules/Regs Language Changes

Form 12 (2016): LOT OWNERS APPLICATION FOR BUSINESS OPERATION

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Building Permits

Septic – U 5 L 4 – Dooley

Deck Dock U 1 L31 - Buck

Under Lot Owner Discussion Items:

Rick Kriegel

Shannon Hershey

Debra Hershey

Bob Storm

Connie Sjerven

Adoption of the Agenda:

Motion to Accept by: William Nagel

2nd By: Jim Hamilton

Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Minutes of June 9, 2016, Regular Board Meeting: Corrections/Additions?

Motion to Accept by: Stan Zeutenhorst

2nd By: William Nagel

Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Treasurer's Monthly Report:

Treasurer Jim Hamilton presented a status report showing Actual Expenses of \$27,633.61 last month and Net Income of \$11,944.81.

Motion to Accept by: Lu Wieland

2nd By: Stan Zeutenhorst

Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Bills for July, presented by Treasurer:

Treasurer Jim Hamilton presented bills to be paid totaling \$42,248.17

Motion to Accept by: William Nagel

2nd By: Stan Zeutenhorst

Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Security – Bruce Rhoads

It's been reasonably quiet the traffic control worked very well for the Fourth of July. There were still some reckless drivers. Three drivers fled, one Non-Holiday Lake ATV took off on V-18 toward Brooklyn. I have been checking for Vandalism every morning around unit five. Bruce Rhoads stated he did do a shake down on one set of suspects and they have not been back.

Bruce also wants people to know that they are still looking for volunteers for the missing or lost children project. He explained this would use a text message system with a description of the child at the last known location if interested please see Bruce Rhoads.

Maintenance – Rick Kriegel

June 4th and June 11th had lake wide clean up. Brad and I went around and picked up TVs and appliances that had stickers. Then loaded up the TVs and took them to the landfill. We went through 2 steel containers and 2 appliance containers. I graded roads and got them ready for dust control. Heartland Coop sprayed the dust control on the gravel roads. I had Loren Ford haul some rock on some roads that needed it before they got dust controlled. I also put rock chips down on some of the chip and seal that was bleeding through in some areas.

Bille Jean and I met with an inspector on the main dam and Andy's and Bozos and got a good report on them everything is looking good. The mowing slowed down a little bit for a couple of weeks because of the heat but the weeds still seem to keep growing. Brad mowed the road ditches with the sickle mower, power washed the beach restrooms and the fence and the benches at the beach. We have been raking the beach once a week.

Hearings – No Hearings tonight

Updates

RIZ - Jim Patten reported there were close to 30 projects in process with two people to bid on them. We have a lot going on this summer. President Bille Jean Snyder stated we are very fortunate for the 50% assistance of RIZ on the water treatment. Jim stated that Rick Kriegel got the bid on the jobs.

Water Treatment - Connie stated Brandon reported the weeds are not Khara and they are not algae. He did identify three types of pondweeds we might want to address again if we can afford it. We do have healthy water it might not always look good but it is a good environment for the fish. It is a very delicate balance that requires patience. Ron Angel asked about the second treatment. He stated it seemed that there were less granules the second time. Bille Jean Snyder stated we would check on it. Connie Sjerven stated we can verify the amount of chemicals used. Ron Angel asked if we should have treated the water sooner. Connie Sjerven stated that we had to wait because the chemical was not available.

Independence Day Celebrations

>*Movie in the park* - there were 300 participants 25 pounds of popcorn was used and 150 glow sticks.

>*Paddle boat races* - Lu Wieland reported for Amelia Clark. The event was well attended. There were 40 attendees and five categories of races/prizes. Plans are in place for next year's event.

>*Volleyball tournament* - Matt Gannaway organized volley ball event held on Saturday, July 2, 2016, good turn out with lots of players and bystanders. Bille Jean Snyder stated it appeared to go very well. Mr. Gannaway gathered and donated all the Iowa refundable cans for the fireworks fund.

>*Boat parade* – Grand Marshalls Kim and Larry Pendarvis were taken around the lake by Rick and Mary Spring Kim and Larry stated they have not been on the water for five years and greatly appreciated being taken around the lake.

>*Carnival games* - Kim Pendarvis stated everything went well the carnival games and are brainstorming new games for next year the event went very well.

<*Golf cart cruise* -It was reported there was a great turn out for the golf-cart cruise, with many creatively decorated golf carts.

Fund raisers:

*Fish fund - Chip Kalina stated the event resulted in a similar earnings to the past events - \$1,102.00 was raised on Saturday, July 2, 2016. The group sold until they ran out of food. Chip stated that they would possibly make adjustments to serve more at future events.

*Play equipment - Ice cream social Tom Dvorsky and Rick Kriegel donated the ice cream and fixings for the third year. Using two ice cream machines they earned \$1,750.00 for the playground equipment. The A&W root beer floats were a big hit. The group has big plans for next year.

*Fireworks donations - Firework donations the gate donations were close to \$6,000.00 appreciate the volunteers at the gates everything went well it was great participation.

President Bille Jean Snyder voiced “the Directors’ appreciation to all who volunteered their time to make the Fourth of July Celebration successful. Overall everything went very well. And also wanted to thank all volunteers and contributors and families for their behavior.”

Dam Inspections – There was a thorough 90 minute inspection of the main Dam, Bozos and Andy's Lakes. The rating was satisfactory which is the best that we can get.

Absentee Voting - Absentee vote voting starts tomorrow Friday, July 15 during regular business hours and it ends on Friday, August 12. Voting for directors to represent units 1, 4, 5 and At-Large, and for supplemental fee running another 5 years. All votes will be counted the day of the meeting at the end of the meeting.

Supplemental Fee - Lot owners on the supplemental fee to be continued for the next 5 years (April 2017-September 2022). The initial Supplemental Fee was put in place from a class action decree in 1981 and was used for the dredging project to supplement the cost of \$5,000 at that time. In April, 1997, by majority vote of membership present, approved the Supplemental Fee of \$120.00 and is written as such in the Holiday Lake Owners' Association, Inc ByLaws. Supplemental Fee is paid per lot owner and voted on for a five-year period.

History: Prior to 1997, each owners were responsible to contract with Manatt's on their own, for chip and seal. Then Holiday Lake lot owners voted to have the chip and seal costs moved to be paid from the Holiday Lake maintenance budget line item with the Supplemental Fee earmarked for the cost of upgrading/maintain roads with in Holiday Lake subdivision.

Typically \$96,000 is generated from the Supplemental Fee and has been budgeted towards the road expense each year. As of 2016, there has become a need to also include expenses to maintain water quality. Therefore, Board of Directors conclude for the best interest for the Association members and the investment value of properties on Holiday Lake the cost for water quality and maintaining roads will be what the Supplemental Fee income will be used for.

Bottom line: In order to continue maintaining water quality and roads, the \$120.00 per lot owner for another five years will be necessary. So the proposed Supplemental Fee is the same format that it has been for years - \$120.00 per lot owner.

It will also review how to generate reserve funds for equipment replacement as needed.

Annual Meeting — The annual meeting will be August 13 at the Community Center. There will not be a potluck; however, coffee and donuts will be served. The election of directors will occur and vote for supplemental fee. Please remind people to read the bulletins in their emails. The business office will be closed on Saturday, August 13, 2016.

Ballots to vote on directors and supplemental fee will be available at the Community Center from 8:00 a.m. to 9:00 a.m. and business meeting starting at 9:00 a.m. Note: Voting will close at 9:00 a.m. – no voting permitted after business meeting begins. There will not be any nominations from the floor. It is not in the covenants. All votes will be counted the day of the meeting.

The building will need to be cleared when we recess so the nominating committee and assigned individuals can count the votes. We will reconvene the meeting to announce voting results and motion to adjourn meeting

Committee Reports

Community Center – Kim Pendarvis reported that the Community Center is booked through the remainder of the summer.

Fish - Chip Kalina reported the golf cart poker run will take place the end of July. It is one of the biggest fundraisers. They are still working on getting donations and welcome others spreading the word asking for donations. Registration begins at 1:00 p.m. at the Community Center and poker run will start at 2:00 p.m. cost is \$15.00 per person. This will be held rain or shine. There will still be an auction. Bille Jean asked if there was anything in particular that went well at the auction. Chip stated that anything homemade or from the garden goes well and listed other things that also sells well. It was also mentioned that the event is held rain or shine. We will not stock fish again until next fall

Nomination - Kim Pendarvis stated nominations are as follows for unit one Stan Zeutenhorst, for a three- year term; Unit four, Jay Hoskey and Sherrie Witte, for a three-year term; Unit five Carla Bunger and Bert Evans for a one-year term; At-large Wayne Worthington for a three-year term. On Saturday, July 16, 2016, at the Holiday Lake Community Center starting at 9:00 AM there will be a meet the candidates with the lot owners running for the Holiday Lake Board of Directors with the question and answer session.

Water Quality - Water quality Connie Sjerven stated she tested the week before the Fourth of July and that everything tested good she was testing/ checking bacteria and phosphorus oxygen levels

Parks/Campground/Bathhouse - Lynn Baustian reported that everything is fine at the bathhouse. It has been reported that wasps are nesting in the ground at the playground. Bille Jean stresses safety at the park before letting children play freely due to wasps and chemicals being used for treatment. This matter will need to be addressed.

New Business:

Rules/Regs Language Changes

2016 Rules and Regulations of Holiday

Division IV: Controlled Activities in Section C. **LIMITATION AS TO OPERATION OF BUSINESSES - The purpose of the following regulations is to define and regulate the operation of businesses at Holiday Lake** Pages 30 and 31 of 69.

Rules/Regs Language Changes

Bille Jean Snyder spoke about Rules and Regulations. Due to the number of rules/regulations, and the importance for the Board of Directors as well as members to understand language, therefore in attempt to be better informed/educated the Board has been working with Holiday Lake legal counsel and insurance provider to have clear language as well as Holiday Lake interest protected. As a result recommendation to language changes/addition to 2016 Rules and Regulations of Holiday in Division IV: Controlled Activities in Section C. **LIMITATION AS TO OPERATION OF BUSINESSES** pages 30 and 31 of 69. Additional language to paragraph 7 on page 30 of 69 to read as:

IT IS FURTHER RESOLVED that any Lot Owner at Holiday Lake desiring to continue, maintain, create or expand any type of commercial or manufacturing activity at Holiday Lake, no matter how minor, must secure the express written permission of the Board of Directors based upon a determination that the impact of the activity on the residential character of Holiday Lake is of a de minimis nature. For that purpose, the Form entitled "Lot Owner Application for Business Operation" is approved in substance but subject to reasonable modification to further the intent of this resolution, including the requirements that Holiday Lake be included as a named insured on a liability insurance policy covering the business activity in such amounts as the Board of Directors may determine and that the Lot owner waive any liability Holiday Lake or its affiliates may have and agree to indemnify Holiday Lake and its affiliates of any damages they may incur resulting from the operation of the business.

Additional language to last paragraph 8 on page 31 of 69 to read as:

IT IS FURTHER RESOLVED that the above resolutions relating operation of businesses shall have no application to Lots A, B, C, D and E in the Commercial Unit of Holiday Lake, such lots not being subject to the limitation on businesses within the covenants. As the owner of said lots, Holiday Lake, through its Board of Directors, may permit any business activity to occur on those lots under whatever conditions as it deems appropriate.

Lu Wieland said it makes sense for insurance and made the motion to approve language 2nd by Stan Zeutenhorst
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Form 12 (2016): LOT OWNERS APPLICATION FOR BUSINESS OPERATION

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Again to have consistent language changes are needed in Form 12 (2016) to match the language approved in Division IV: Controlled Activities in Section C. **LIMITATION AS TO OPERATION OF BUSINESSES** pages 30 and 31 of 69. Therefore proposing the language in Form 12 to read

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am or will be the owner of the above described Business (Business), and I **waive liability**, absolving the Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs (Absolved Individuals), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees) actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of my Business (including, without limitation, negligence or misconduct by employees or volunteers in connection with the performance of work for my Business), whether or not listed above, at the Holiday Lake Subdivision, including without limitation its roads, commons and lakes. **In addition**, I agree to **hold the Absolved Individuals free from and to compensate them fully for any Claim** relating in any way to the operation of my Business, whether or not listed above, at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. **In addition**, I agree to be **financially responsible for any and all assessments** incurred by any rule violations related to the operation of my Business, whether or not listed above.

If Lot Owner's Application for Business Operation is approved by the Board, such approval is contingent on Lot Owner obtaining and then maintaining a minimum of \$1,000,000 of liability insurance covering their business, with Holiday Lake Owners' Association, Inc., named as an additional insured. Such proof of insurance naming Holiday Lake Owners' Association, Inc., must be supplied to Holiday Lake and then updated on an ongoing basis.

And add proof of insurance line end of Form 12
Proof of insurance provided: _____ signed _____ date.

Motion made to approve language on Form 12 by Lu Wieland 2nd by Stan Zeutenhorst
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Building Permit Application:

- Septic – U5 L4 Dooley – Leave the Culvert open. The deck cannot be on top. Support for the deck cannot go in the tiling
- Deck Dock U 1 L31 - Buck
- Tile parking – U 1 L 197 - Riter
- Retaining walls – U 2 L 324 - Crawford
- Level - U 3 L 198 - Wieland
- Landscaping – U 4 L 223 – Wieck
- Remove dirt - U 5 L 202, 203, 2016 – Richter
- Culvert - U 5 L240, 241 – Hlas
- Enclose deck – U5 L 263,264 – Pirie
- Shoreline U 6 L117 – Wehr
- Shoreline – U 6 L 118 – Tomlinson

Board member Jim Hamilton asked if the restrictions were in writing. Stan Zeutenhorst stated they are, with the dates, times and who was involved in the communications.

Motion By: William Nagel 2nd by: Lu Wieland
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Tree Removal

- U 5 L113 - Hershey
- U 2 L 324 – Crawford
- U 5 L 148 – Hagedorn
- U 6 L 137 – Hamilton

Motion By: Lu Wieland 2nd by: William Nagel
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Donation

Ambulance & Fire Department services Saturday, July 2, 2016
(Note: \$225.00 donated to each service beginning in 2012).

William Nagel made motion to give \$225.00 each to Brooklyn Ambulance and Fire Department for their services on Saturday, July 2, 2016.

2nd by: Stan Zeutenhorst
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Ballot containers

Bruce Rhoads and Kim Pendarvis inspected and locked the two ballot containers, one for the board of director’s ballots and one for the supplemental fee ballots. Amy Baetsle and Bruce Rhoads will transport them to the office tonight and tape and sign the tape ready for absentee ballots at the Business Office between July 15 and August 12, 2016. Bruce Rhoads will keep keys until ballot containers are to be opened for ballots to be counted during recess of Annual Meeting August 13, 2016

Old Business:

Hot Dog Vendor/Cart – Rick Kalina/Shannon Hershey

Shannon was asked if there was something new from the last business board meeting for the board to know. After having more information, Bille Jean Snyder stated “Want it clearly understood, Board of Directors are moving into uncharted territory regarding consideration to allow-endorse - approve concession type food vendors/carts business operations within Holiday Lake owned lots. When approval is given to such concession type operations, it will be as a trial run. Therefore, there will be ongoing changes/adjustments made to the operation guidelines and/or application process.”

She then entertained a motion to approve hot dog vendor/cart with owners Rick Kalina/Shannon Hershey.

Stan Zeutenhorst read a motion to approve hot dog vendor/cart with owners Rick Kalina and Shannon Hershey both being Holiday Lake property owners in good standing as long as there is a clear understanding changes/adjustments to the terms of the Application for Vendor Permit document could/will be made as situation(s) arise. And owner(s) will meet with Board of Director representative(s) to review the contract points. Briefly some examples of the terms found within the permit application document to review with owners in more depth:

- Menu with pricing provided to Board
- NO alcoholic permitted to be at vendor’s location whether for sale or not for sale and Vendor CANNOT sell or give away alcoholic drinks of any kind.
- A monthly rental fee to be determined by the Board of not more than \$100.00 paid in advance
- Pay deposit fee to be determined by the Board of not more than \$100.00 to be used
- Board will determine specific location in Lot E in the Commercial Unit near the beach for hot dog vendor/cart to set up

- Vendor/cart allowed to operate between 8:00 am and 8:00 pm with vendor/cart removed completely from the property by 9:00 pm.
- Permit nontransferable to new/different owners

Motion 2nd by: Lu Wieland

Before voting on motions Lu stresses concern for fundraisers that any proposed food vendor is not competition. And Directors agreed fundraisers for Lake project take priority over vendor business operational dates.

Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Application for Vendor Permit:

President Snyder pointed the need to have an application process with the approval to allow such concession type operations on Holiday Lake owned properties as a trial run. Keep in mind the fact the application will be a living document with the understanding this being a ‘trial run’ to allow concession type operations there will be ongoing changes/adjustments made to the operation guidelines and/or application process. This being said, President Snyder entertained a motion to adopt Form 13: Application for Vendor Permit

To be added to Rules/Regulation of Holiday Lake in Division V: Forms beginning on page 32 of 69.

Form 13 (2016)

**HOLIDAY LAKE OWNERS’ ASSOCIATION, INC.
 101 BUENA VISTA DRIVE, BROOKLYN, IA 52211
 VENDOR APPLICATION**

On _____ (date) I/we (“Vendors”) are the Lot Owners of Lot # _____ Unit # _____ at Holiday Lake, and we hereby apply for permission to operate a concession stand and/or food cart (“Food Business”) on Lots B, C, D or E in the Commercial Unit near the Holiday Lake beach, as determined by the Holiday Lake Owners’ Association (“Holiday Lake”) Board of Directors.

Name of Food Business: _____.

Intended days and hours of operation of Food Business: _____.

FOOD IDENTIFICATION

Attach a copy of your menu with pricing

OR

List four main items that you wish to sell with their selling prices:

- | | |
|----------|------------------|
| 1. _____ | Price: \$ _____. |
| 2. _____ | Price: \$ _____. |
| 3. _____ | Price: \$ _____. |
| 4. _____ | Price: \$ _____. |

List four main side items you wish to sell with their selling prices:

- | | |
|----------|------------------|
| 1. _____ | Price: \$ _____. |
| 2. _____ | Price: \$ _____. |
| 3. _____ | Price: \$ _____. |
| 4. _____ | Price: \$ _____. |

List four main drink (non-alcoholic) items you wish to sell with their selling prices:

- | | |
|----------|------------------|
| 1. _____ | Price: \$ _____. |
| 2. _____ | Price: \$ _____. |
| 3. _____ | Price: \$ _____. |
| 4. _____ | Price: \$ _____. |

List four main other items not included above you wish to sell with their selling prices:

- | | |
|----------|------------------|
| 1. _____ | Price: \$ _____. |
| 2. _____ | Price: \$ _____. |
| 3. _____ | Price: \$ _____. |
| 4. _____ | Price: \$ _____. |

You must provide notice to Holiday Lake of any material deviation from this list and pricing or material alteration of your menu.

List all the equipment to be used as part of your Food Business:

I/We understand that this application is made pursuant to resolutions, rules and regulations of the Association and that I/We are bound by those. I/We further understand that a determination approving this application is not perpetual and the Board may at any time alter its determination upon one week notice to the Lot Owner(s), unless there is a rule violation in which case the revocation may occur immediately. I/We agree not to invest in the vendor business based on the belief that it will continue for any period of time. **I/We hereby waive any claim for remuneration and will hold Holiday Lake Owners' Association and its Directors and employees harmless from all damages, including attorney fees incurred, in the event the Board changes its determination approving this application.**

I further understand and agree that:

- 1) **Right to sell privileges:** Holiday Lake owns the property known as Lots A, B, C, D and E in the Commercial Unit at Holiday Lake ("Commercial Units") and as such owner possesses the right to grant and define all privileges to sell any items on such properties. No one may sell or advertise merchandise, food or services or post advertising bills, signs or cards or distribute similar materials or in any way solicit on the Commercial Units at any time without the express written permission of Holiday Lake or its authorized agent. Holiday Lake may issue contracts for the purpose of granting sales and advertising privileges as it deems are warranted and proper. The contractor will conduct the privileges granted by their contract according to the laws and rules of the State of Iowa, and without infringement upon the rights or privileges of others, and will not handle, advertise or sell any commodity or transact any business whatsoever, except that which has been expressly stipulated and contracted for, and will confine their transactions to the space and privilege provided in that contract.
- 2) **Approval and Access by Holiday Lake; Inspections and Permits:** All equipment and enclosures used by the contractor are subject to Holiday Lake approval. Any representative of Holiday Lake shall have access to Vendor's business at all times. All inspectors, law enforcement officials, Holiday Lake management and employees have the right to enter a concession in the discharge of their duties for the purpose of making any investigation, inspection or re-inspection. It is the responsibility of Vendor to secure the necessary permits for conducting business at the location. Vendor is responsible for collecting and paying all applicable sales tax.
- 3) **Contract renewal and Reassignment of contract:** Space contracts are for the period specified, and Holiday Lake reserves the right to refuse renewal and to terminate the contracts at any time and for any reason. No contract or privilege granted by the Holiday Lake may be assigned or otherwise disposed of without the written consent of Holiday Lake.
- 4) **Quitting premises on daily basis:** At the expiration of each day of operation but not later than 9:00 pm, the Vendor shall surrender possession of the premises to Holiday Lake without further notice to quit. Premises shall be in good repair as when possession was given, with the exception of unavoidable wear or damage. Any property left by vendor between 9:00 pm and 7:00 am may be treated as trash and disposed of by Holiday Lake in any way it chooses without notice and without liability to vendor.
- 5) **Rental fee and deposit:** The contractor will pay a rental fee of \$100 per month (commencing on the issuance date of the Vendor's permit) paid in advance and a deposit of \$100. The \$100 deposit may be used by Holiday Lake to compensate itself for any damages, including a \$50 processing fee in the event Vendor violates this agreement and Holiday Lake then terminates based on that violation.
- 6) **Duration of agreement:** The Vendor's right to operate commences upon issuance of the permit described below and that issuance date shall be its monthly rental payment date. The permit subject to termination by either party on 7 days written notice provided in person or by regular or certified mail. Notice by any form of mail is deemed to have occurred three days after mailing. Such notice may also be provided to anyone staffing the Vendor's business and such notice is deemed adequate by Vendor. If Holiday Lake decides to terminate the Vendor's permit prior to the end of a monthly rental cycle, then a prorata share of rent payment to the date of termination shall be refunded, unless such termination was the result of a violation of this agreement, in which case no refund is required.
- 7) **Operating Time:** Vendor may only operate between 8:00 am and 8:00 pm and may not arrive to set up any earlier than 7:00 am and must be totally removed from the property by 9:00 pm.
- 8) **Electric light and power:** Vendor must provide their own electricity if needed. All wiring must be safe and not create a safety or fire hazard. Generators must not exceed 65 decibels at maximum load at 23 feet distance.
- 9) **Use of sound:** No band, orchestra, musicians, loud speaker, amplifier, radio or other sound device can be used unless the sound or amplification is confined to only audible in the area occupied by the contractor or otherwise approved by Holiday Lake.

- 10) **Food and non-alcoholic drinks only:** Only food and non-alcoholic drinks may be sold by the Vendor. The sale or distribution of items that are not directly related to the food being served is not be allowed unless approval is received in writing from Holiday Lake. No alcohol shall be permitted at the food Vendor's location, whether for sale or not for sale, and the Vendor may not sell or give away alcoholic drinks of any kind. Vendors must have a menu board with prices clearly readable. Hand written signs are not acceptable
- 11) **Theft:** Holiday Lake is not responsible for any damage to or theft of Vendor's property.
- 12) **Space use:** The area utilized by Vendor for its food, signage, equipment, storage and personnel must not exceed a single area of 8 by 12 feet. Holiday Lake reserves the right to designate the specific location for the vendor and to change the location at any time and for any reason. Vendor's location must be kept clean and orderly by Vendor. Storage boxes must be out of sight. Any vehicle used by a Vendor and not forming an integral part of the Food Business must be parked in the designated Holiday Lake parking areas. The Vendor's location must be staffed and open to the public at all times when it is set up on Holiday Lake property.
- 13) **Advertisements:** All advertisement give-aways, other than a menu not exceeding 8 ½ x 11 and business cards directly related to the business, must be approved by Holiday Lake. No stick-ons, bumper stickers or inflated balloons may be given away as advertisements.
- 14) **Insurance:** All Vendors are required to provide an original insurance rider with a minimum amount of one million liability coverage listing Holiday Lake Owners' Association, Inc., as an additional named insured.
- 15) **Vendor Permit:** Upon (1) approval of this application by the board, (2) payment of the \$100 deposit and first month \$100 rental fee, and (3) presentation by Vendor of the required insurance binder, the permit section of this application shall be completed and shall constitute a valid permit until the end of the calendar year when it was issued. Such permit must be prominently displayed at all times when Vendor is open for business.

FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE TERMINATION OF THE RIGHT TO OPERATE AS A VENDOR AT HOLIDAY LAKE.

Signature _____ Printed _____ / Signature _____ Printed _____
 Lot Owner Lot Owner
 Lot Owner(s) Phone Number(s): _____

WAIVER OF LIABILITY and AGREEMENT AS TO INDEMNIFICATION & ASSESSMENTS: I represent that I am or will be the owner of the above described Concession Stand/Food Cart (Business), and I **waive liability**, absolving the Holiday Lake Owners' Association, Inc.; its board, employees and members; and their families and heirs (Absolved Individuals), of any demand, claims, actions, causes of action, losses, damages, liabilities, liens, judgments, costs and expenses of every type and nature (including, without limitation, reasonable attorneys' fees and expert witness fees) actually incurred or to be incurred (collectively, "Claims") arising from or caused by the operation of my Business (including, without limitation, any food-borne illness), whether or not listed above, at the Holiday Lake Subdivision, including without limitation its roads, commons and lakes. **In addition**, I agree to **hold the Absolved Individuals free from and to compensate them fully for any Claim** relating in any way to the operation of my Business, whether or not listed above, at the Holiday Lake Subdivision, including without limitation roads, commons and lakes. **In addition**, I agree to be **financially responsible for any and all assessments** incurred by any rule violations related to the operation of my Business, whether or not listed above. **In addition**, I agree to abide by any and all local, state, or federal licensing requirements, regulations, rules, or laws relating to food preparation, concession stands, food carts, and the like.

Association Use Only

Date of Receipt of Application _____ Received by _____

Action on Vendor Application -- This Vendor Application has been reviewed and evaluated by the Board. Based on the information submitted and additional information deemed appropriate by the Board to consider, the Board _____ approves or _____ disapproves (check one) the application. If approval is indicated such approval is granted with the limitation that the Board may change its determination without liability to the Lot Owner.

Holiday Lake Owners' Association, Inc.

By: _____

Deposit received: _____ 1st month rent received: _____ Insurance binder received: _____

PERMIT ISSUED: _____ (date) _____ (authorized Holiday Lake signature)

THIS LAST PAGE SHALL CONSTITUTE A PERMIT AS DESCRIBED HEREIN.

Motion to adopt Form 13 made by: Stan Zeutenhorst 2nd by: Jim Hamilton
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Lot Owner Discussion Items:

Rick Kriegel requested to reserve July 1, 2017 the Saturday of the fireworks from noon until four for the ice cream social as a playground equipment fundraiser.

Rick is prepared to share use of the space with security.

Lu Wieland made motion to approve, 2nd by William Nagel
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Shannon Hershey requested that the use of Holiday Lake Community Center for lake wide bean bag league to be held every other Friday from November through mid-April.

Motion made to approve usage for this lake wide event by Stan Zeutenhorst 2nd by William Nagel
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Deb Hershey requested use of the Holiday Lake Community Center the Saturday before Halloween, October 22, to host a lake wide Halloween dance. Also, requested on behalf of Connie Sjerven to hold a lake wide Mardi Gras dance in the month of February 2017 exact date to be determined.

Motion made by Lu Wieland to approve both of lake wide events 2nd by William Nagel
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Bob Storm, Storm Realty requested for unit one lots 131 and 132 that there to be a contingency for the area could be dredged out so it would have access to the lake and be considered waterfront. BJ Snyder provided some history on past activity related to these lots in October 2013 it was determined it could be done as long as the contractor would be bonded. In January 8 of 2015, Mrs. Colleen Frake, Holiday Realty wrote a letter of understanding. In February 2015 Connie Sjerven, Holiday Realty, requested this be removed from the agenda. William Nagel reported that there was an attempt to address this in the past and as it went on they did not get back with them there were issues at the boat ramp being removed. Daryl Magee stated a concern that it was not deep enough there and it would cause a cesspool since water would not flow away, and would not have movement. In the past there was an accepted offer. RIZ representative Jim Patten stated that RIZ decided that anything that needed “dewatered” needs to go north of the ridge so that the water runs away and not into the lake. There's agreement in place with a possibility of extending the offer for another 30 days. It was agreed within two weeks board representations would set a time with Bob Storm to look over the area. Additionally the board asked Bob Storm to please outline action proposed regarding the sludge removal of the area.

Connie Sjerven, Holiday Realty requested the board to explore granting lake access for unit1, lots 001 and 002. Agreed board representations would set a time to review the shoreline on said properties.

Robert Schmitz/Linda Vodraska Matter of interest was resolved.

David Link needed clarification regarding definition of portable versus permanent sheds and the limitations of siding on permanent sheds compared to portable. Explained portable shed is easily movable – not anchored could be hauled out of the Lake and down the highway without special permits. Does not have running water, septic /toilet facility or living space, is used solely for storage, external siding can be metal. Permanent shed would be anchored, placed on footings, concrete pad, not easily moved, does not have running water, septic/toilet facility nor living space, is used solely for storage and the external siding cannot be metal and is to match the external siding of any other structure on same property.

Julie Giblin did not attend the meeting.

Motion to adjourn:

Motion By: Jim Hamilton 2nd By: Stan Zeutenhorst
Aye 4 Nay 0 Abstain 0 Motion carried by voice vote

Meeting adjourned at: 8:38 p.m.

Next Board Meeting: August 11, 2016 6:30 P.M. Holiday Lake Community Center

Minutes taken and typed by Lu Wieland, Secretary

Lu Wieland, Secretary of Holiday Lake Board of Directors

Attest to by Bille Jean Snyder, President of Holiday Lake Board of Directors

Bille Jean Snyder reminded everyone in attendance the following details of the Annual Meeting

Holiday Lake Community Center

Saturday, August 13, 2016

8:00 to 9:00 A.M - Voting.

9:00 to 10:00 A.M. - Business meeting.

10:00 to 12:00 Noon- Meeting recess

10:00 A.M. – Community Building empty except for ballot counters

10:00 to 12:00 Noon - Ballot tally

Noon – 12:30 P.M. - Reconvene meeting voting results/ adjourn meeting