

ALPENA COUNTY PARKS AND RECREATION COMMISSION

**DRAFT MEETING MINUTES**

Wednesday, July 10, 2024 – 6:00 p.m.

Howard Male Conference Room

CALL TO ORDER by Chairman Osbourne at 6:01 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL: Roll call: All members were present except for D. Guthrie who was excused, and D. Ludlow who was excused. B. LaHaie was present as a proxy.

**ADOPTION OF THE AGENDA**

G. Lucas moved, R. Lalonde seconded to adopt the agenda as presented, a voice vote was taken; motion carried with unanimous support.

**APPROVAL OF CONSENT CALENDAR**

Motion made by R. LaLonde and seconded by G. Fournier to approve the consent calendar with the following items pulled:

- SLP Action Item #1, pulled by P. Kirchoff
- Line items are needed for items requested or listed for vote, noted by C. Cebula (Specifically noted were: 1. LLP Action Item #2, 2. SLP Action Item #2 (R. Lalonde answered this, stating the name is Down the Road Roofing LLC with half down and half to be paid – attachment #1)
- Discussion on individuals utilizing the berm's walk-paths with small vehicles, golf carts, etc., K. Pratel said that he recommended the space be blocked off after painting with one at the front and one at the back each to help block individuals, a price is forthcoming. It was noted we want to allow wheelchairs but not golf carts.

After lengthy discussion, the previous motion was forgotten and a new motion was made to approve the consent calendar as presented by K. Pratel with second by G. Fournier, a voice vote was taken; motion carried with unanimous support.

Discussion on SLP minutes. Specifically, P. Kirchoff inquired as to whether the \$250 was fair as the last time this amount was paid to someone who covered the park, it was not open. Kirchoff moved to increase the bi-weekly pay to \$500 for two weeks, the motion was seconded by G. Lucas. Discussion was held G. Fournier asked why the increase, Kirchoff explained that the difference would be that the park was not open when we previously offered \$250, so \$500 would be fair. It was asked whether we should wait to get

documentation on recording the work done and hours spent at the park. Discussion ensued and it was decided this was not necessary. A rollcall vote was taken; motion carried with G. Fournier and J. Kozlowski opposed.

**PUBLIC COMMENT:** J. Osmer spoke about a draft volunteer waiver being submitted for consideration and use by the committee.

Motion by R. Lalonde, seconded by G. Lucas that anyone who volunteers at the parks completes the form (attachment #2) and turn it into the county office. These are valid for one year. The motion was then amended to include camp hosts, which both accepted. During discussion, P. Kirchoff asked that if a background check was conducted (the document states this "may" occur), whether the individual or county would pay for it, J. Osmer replied that the county would pay for it. A voice vote was taken, passed with unanimous support.

### **TREASURER'S REPORT**

Treasurer's Report was given by Deputy Treasurer Cindy Cebula. Mention that BLP didn't need any adjustments; SLP still needed \$130 coverage for port-a-john rentals, after discussion it was decided the funds (along with an additional \$370) would come from 'Grounds Maintenance'; LLP is over by 0.49 in 'Building and Grounds Supplies', it was decided that the funds (along with an additional 149.51) would come from 'Power Tools'; Motion by G. Fournier, seconded by P. Kirchoff to accept and file the report as presented and pay the bills. A roll call vote was taken; motion carried with unanimous support.

### **APPROVAL OF REFUNDS AND BILLS**

The committee then discussed refund requests. The following was discussed:

- Refund for BLP for a wedding party that was rained out. Motion to approve the refund by R. Lalonde, seconded by J. Kozlowski; a roll call vote was taken, motion carried unanimously.
  
- Refund for SLP for guests who was rained out and flooding in the area. A camp credit was given of camp credit for two nights (\$38x2+5.00) on a lake lot. Motion made by R. Lalonde, seconded by G. Lucas. A rollcall vote was taken; motion carried with J. Kozlowski opposed.
  
- Refund for LLP guest who was previously injured on county property and unable to camp. LLP Manager shared that the lot was rented out the next day, so no money was lost. Motion to approve the refund (\$198) by R. Lalonde, seconded by B. LaHaie. A rollcall vote was taken; motion carried with J. Kozlowski, G. Lucas, and P. Kirchoff opposed and G. Fournier recusing himself.



- Refund for LLP for a guest whose grandfather was hospitalized and not expected to make it. Motion made by G. Lucas to offer camp credit (3 nights, rustic lot), seconded by R. Lalonde. Rollcall vote was taken; motion passed unanimously.

INFORMATION ITEM: The upcoming Youth & Rec 'Park Tour' was discussed.

INFORMATION ITEM: K. Pratel gave an updated on the LLP guest situation (Gapske). It was then shared that P. Kirchoff had a lengthy discussion with the guest as well. After discussion ended R. Lalonde moved we do not give the guest any discount for 2025 as he had violated the payment policy and had not paid in full, seconded by B. LaHaie. A voice vote was taken; motion carried with P. Kirchoff and G. Fournier opposing.

INFORMATION ITEM: A lengthy discussion was held on reservations and procedures. Motion made by B. LaHaie, seconded by R. Lalonde, to begin following all park rules and guidelines regarding reservations, with no exceptions, beginning July 11, 2024. A voice vote was taken; motion carried with unanimous support.

INFORMATION ITEM: The draft letter to SLP (attachment #3) was discussed and offered up for approval by the board to send to the Friends of SLP. Motion by J. Kozlowki, seconded by K. Pratel, a voice vote was taken; motion carried with unanimous support.

INFORMATION ITEM: The Parks and Recreation Committee formally welcomed the new SLP co-hosts. Affirmed poll vote hiring the two new SLP managers by voice vote – carried with unanimous support.

FUEL REPORT – Informational only

The Fuel Report was presented. A motion was made by B. LaHaie, seconded by R. Lalonde to accept and file the report as presented. A voice vote was taken; motion carried with unanimous support.

### **Manning Hill Park Update**

Manning Hill Park Update/Fairgrounds Incorporated into Parks and Rec – The question was on work that was approved but has not begun yet at the park. To this point, J. Osmer explained that the original contract was not able to be opened by many. Once the hard copy was dropped off (after some time), the document was signed (attachment #4), taken upstairs for a check (accompanied with the minutes), and to the best of our knowledge everything was delivered to the contractor.

Updated Parks Tool List: The chairman requested all parks submit a current tool list. It was noted that a chainsaw from SLP was not found. It was decided to reach out to see if the former managers inadvertently took it, otherwise we would need to file a police report. Also, J. Kozlowski brought up that the new policy should state that any tools managers can no longer use must be looked at by Grounds and Maintenance – not discarded. Recently, a

number of tools and appliances picked up at LLP were found to be easily fixed or working.

INFORMATION ITEM: Discussion on the LLP truck. Patrick is currently using his own truck. It was noted by J. Kozlowski that he would feel better about paying mileage until the end of the year rather than purchasing another truck. No vote was taken after the lengthy conversation.

COMMENTS FROM THE BOARD: No comments from the board were made at the end of the meeting.

**ADJOURNMENT**

Motion to adjourn made by G. Fournier, seconded by P. Kirchoff. Adjourned at 8:14PM

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Kevin Osbourne, Parks Chairman  
Alpena County Parks & Recreation Commission

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ALPENA COUNTY PARKS & RECREATION COMMISSION  
CONSENT CALENDAR  
Wednesday, July 10, 2024

**APPROVE MINUTES ONLY:**

1. Draft Parks & Recreation Commission Meeting minutes – June 12, 2024 – (attachment #1)
2. Draft Beaver Lake Park Committee Meeting Minutes – June 24, 2024 – (attachment #2)

**APPROVE BOARD ACTIONS AND MINUTES:**

1. Draft Long Lake Park Committee Meeting Minutes – June 18, 2024 – (attachment 3)

**LONGLAKEPARK ACTION ITEM #1: The Committee recommends approval to put some kind of posts up so people cannot drive through walkways but are wide enough for golf carts.**

**LONGLAKEPARK ACTION ITEM #2: The Committee recommends approval to chloride roads for \$500 or less for Long Lake Park.**

*Not Approved on Consent Calendar - Pulled for further discussion*

**LONGLAKEPARK ACTION ITEM #3: The Committee recommends approval to allow Daniel Gapske to stay on Lot 17 as Gapske was authorized Lot 17 by acting Long Lake Park Manager Erin Felax. Patrick added Lot 17 to Campspot as an authorized site for Long Lake Park.**

2. Draft Sunken Lake Park Committee Meeting Minutes – June 19, 2024 - (attachment #4)

**SUNKENLAKEPARK ACTION ITEM #1: The Committee recommends approval to allow Beaver Lake Park CoManager Earl Martin stay at Sunken Lake Park and oversee the property until a new manager is hired, and he is to be paid an additional \$250 every two weeks with the board reserving the right to revisit the amount should he be at the park for more than two weeks.**

*Not Approved on Consent Calendar - Pulled for further discussion*

**SUNKENLAKEPARK ACTION ITEM #2: The Committee recommends approval to remove the chimney below the roofline with the same contractor replacing the roof in the amount of \$3,200 with Chuck LeFebvre appointing Dave Guthrie and Kevin Osbourne to complete this recommendation.**

*Not Approved on Consent Calendar - Pulled for further discussion*



Down The Road Roofing LLC  
170 S. North St.  
Alpena, MI 49707  
989-884-1946

#1  
OSBOURNE  
Kevin Osborne  
720 W. Chisholm St.  
Alpena, MI 49707  
989-255-1675

*Project Address:*  
14600 Sunken Lake Park Rd.  
Posen, MI 49776

MI License # 252200059  
General Liability Ins. – CSU Producer  
Workers Comp Ins – LibertyMutual  
Auto Ins – Auto Owners

## Roofing Contract

In consideration of the following payments to be made by Kevin Osborne and payable to Down The Road Roofing. We, Down The Road Roofing, hereby propose to furnish labor and materials – complete in accordance with the specifications below. The parties involved hereby agree as follows;

Down The Road Roofing will furnish all permits, labor, materials, equipment, tools, transportation and services necessary for, and incidental to, the proper installation and completion of a dimensional roof on the project named above. This work will include removing and disposing of existing roofing; installing underlayment; installing new flashings as needed specified below; and installing new roofing shingles to cover the entire roof area to leave a very long-term weatherproof roof.

### **Scope of Work:**

1. Strip 26 square roof(s) of 5/12 pitch and 1 layer(s) down to the roof decking.
2. All debris shall be removed from roof and ground and disposed of at an approved landfill via dumpster/trailer. Magnets will be used to assist in our clean-up of nails.
3. Boards and tarps will be used to help protect the home from damage during the tear off if needed.
4. Installation of new drip edge along rakes and eaves in estimated 290 feet and in the color of Brown.
5. Installation of ice and water shield 6 feet up from the roof's edge. Synthetic felt underlayment will be used for the remainder of the open roof. Low-slope roof replacement under 3/12 pitch will need to be solid ice guard. Roof pitches over 8/12 pitch will also need ice guard up the rakes edge perimeter. All roofing work shall be executed such that the building is protected from water penetration.



6. Installation of new CertainTeed Landmark shingles. Homeowners color choice of (XX) Shingles will be installed in strict accordance with the manufacturer's specifications and shall be fastened with a standard 5 nails per shingle, using 1.25-inch coil nails. *[Note: In high wind areas or steeper roofs we may use 6 nails per shingle to hold better, and for a longer duration through the elements. If the roof has a cathedral style ceiling, 1" nails will be used, we will use 6 nails per shingle at this time also.]*
7. Replace or re-use flashcards where present where a roof meets a wall and pan flashing where a face wall meets a lower roof. An estimation of 50 feet of wall flashing. 0 estimated feet of pan flashing. The chimney is to be removed below the roof decking and sheeting replaced. All debris will be disposed of. Additional costs in the amount of \$3,400 will be included in the end total for this portion of the project.
8. 2 new pipe flashings will be installed around pipe stacks.
9. 0 feet of valleys shall be shingled using a California gauge to channel the flow of water.
10. The ridge shall be cut for proper ventilation. Installation of a ridge vent can cap system. Estimated 0 feet of ridge vent. This will provide the maximum intake ventilation for the full attic ventilation system. Unless it is illogical and can vents are to be used. 6 can vents are to be used instead for ventilation. Installation of the manufacturer's pre-made hip and ridge material (caps). Hip and ridge rows will be run straight and shall be installed according to the manufacturer's instructions. A total of 80 feet of cap.

All gutters will be cleaned of all existing and new debris to the best of our ability. The homeowner is asked to supply electrical power if needed. All material is guaranteed to be as specified. Homeowners are also asked to have the yard maintained to better assist in the quality of our ground clean up from debris, as well as nails. Magnets assist in the cleanup of 90% of the nails. All work is to be completed in a manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be charged accordingly. We are not responsible for roof leaks in areas other than those worked on. Under no circumstances is Down The Road Roofing responsible for existing damage to a building, its contents, or roof deck. Additional charges may be applied for any bad wood replacement at the cost of \$65 per sheet and/or \$5 per foot if 1x board is necessary. Material cost and labor are included in the said price. The decking will be replaced to meet or exceed building code requirements. The customer will be contacted and advised in advance before any additional charges may be applied to be in agreement and understanding if an unknown and unseen issue may occur.

**Scheduling:**

Roof installation is scheduled to start on July 22, 2024. Weather permitting. If for any other reason that is out of our control, it does not constitute abandonment and may change the start of the said contract. The customer will be notified in advance of a re-scheduled date and time.

**Permits:**

We will comply with all local requirements for building permits and inspections. The Contractor shall apply for and obtain such permits and regulatory approvals as may be required. The cost shall be included as part of the project price and within the bid estimate.

**Terms of Payment:**

The customer agrees to half (50%) of the total cost to be paid at the signing of this contract payable to Down The Road Roofing in the amount of \$8,536. The remaining (50%) in the amount of \$8,536 shall be paid and due at the end of the day on which the job is completed.

**Change Order:**

Any alteration or deviation from these specifications after the date of this signed contract resulting in extra costs will be executed only upon written orders in a change order form and will become an extra charge over and above the original estimate.

**Our Guarantee/Warranty:**

Contractor warrants that the work has been carried out in a workmanlike and timely manner, guaranteeing that the materials and labor will remain free from defects for a minimum period of two (2) years, such warranty to commence upon payment in full for the work authorized and shall start upon the date of completion. Such a warranty does not include damage caused by the owner, its agents, employees, representatives, or any other contractor hired by the owner, lightning, winds in excess of 50 mph, ice dams, tornados, hailstorms, or other acts of nature. The warranty limits are as follows:

1. To the construction work that has not been altered, defaced, or had repairs made by others.
2. The contractor must be notified within 10 days of the first sign of a defect by the owner.
3. The contractor shall be given the first opportunity to make the repairs, replacements and /or corrections to the defective construction at no cost to the owner.
4. Under no circumstances shall the contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary, or consequential damages of any nature arising out of the use or inability to use because of a construction defect.

**By state law, the homeowner has up to 3 days from the date of this contract to cancel for any reason without cause and for a full refund without penalty.**

*[This contract is signed below to confirm that the deposit was received, and a date has been set for scheduling.]*

**Customer/Homeowner:**

Print: KEVIN OSBOURNE

Date: 7-23-24

Signature: Kevin Osbourne  
PARKS & REC. CHAIRMAN

**Contractor/Business Owner:**

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

A final copy of this contract shall be mailed to the owner upon completion of the project and after all signatures and payments are final.

Date of Completion: \_\_\_\_\_

Paid in Full:

**Customer/Homeowner:**

Signature: \_\_\_\_\_

**Contractor/Business Owner:**

Signature: \_\_\_\_\_





Alpena County Board of Commissioners  
720 W. Chisholm Street, Suite #7  
Alpena, MI 49707

A handwritten signature in black ink, appearing to be "AJ", is located in the upper right corner of the page.

### Volunteer Waiver

The County of Alpena encourages and supports volunteers. As a volunteer, I have an important role in providing services and programs to the public. I want to work as a volunteer for the County of Alpena which appoints people like me to serve and to help the County. While I am serving as a volunteer, I have the same immunity from civil liability under Michigan law as an employee of the County of Alpena. After becoming a volunteer, the County of Alpena will provide me with support, supervision, training, and supplies for me to accomplish my assigned tasks. Therefore, I do freely, voluntarily, and without duress, execute this Release and acknowledge the following terms:

1. **Waiver and Release.** I hereby release, waive, discharge and covenant not to sue the County of Alpena, its departments, officers, employees and agents, from any and all liability to me, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in my death in reference to the activities authorized in my work as a volunteer. I hereby covenant and agree to indemnify and save harmless, the County of Alpena, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to the activities authorized in my work as a volunteer.
2. **Medical treatment.** I release and discharge Alpena County from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me. I understand that I may not be entitled to workers' compensation.
3. **Assumption of risk.** I understand that my work for the County of Alpena may include activities that may be hazardous. I assume the risk of injury or harm in those activities I choose to do and release the County of Alpena from all liability for injury, illness, death, or property damage occurring from my work for the County of Alpena.
4. **Insurance.** The County of Alpena does not have responsibility for providing any health, medical or disability insurance coverage for me. IT IS MY RESPONSIBILITY AS A VOLUNTEER TO ENSURE I HAVE MEDICAL/HEALTH INSURANCE.
5. **Background check.** I understand that a criminal history check may be obtained prior to my appointment as a volunteer. My signature below certifies that I agree to a criminal history check and agree to provide the County of Alpena with my date of birth.
6. **Discrimination laws.** I agree to follow Alpena County's policy, along with state and federal laws that forbid discrimination in employment, education, housing, public accommodation, law enforcement or public service based on a person's religion, race, color, national origin, age, sex, marital status, height, weight, or disability.
7. **Other.** I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Michigan, and that this Release is governed by and

#3

DATE

Friends of Sunken Lake Park  
P.O. Box 346  
Hillman, MI 49746

Dear Friends of Sunken Lake Park:

The Alpena County Parks & Recreation Commission would like to extend our sincere thank you for your generous donations of 1 Domivity Tankless Water Heater Propane for the Cook Shack, materials paid for metal roof for Cook Shack, 2 Culinary 3-burner 30-inch with hood and 1 4-burner liquid propane flat top grill and 1 fire disc cooker with cover and wind screen, 3 5' Yard Swings for swim area and for playground area with old ones going to day park, cedar split rail fences with corner posts to replace broken fence around swim area and horse shoe pit, 2 mini refrigerators for bunk house, 2 outdoor charcoal grills for camping and cookouts for bunk house, as well as your time, for Sunken Lake Park.

Your generous donations have allowed us to have a Cook Shack, Yard Swings, and a nice split Rail Fence for Sunken Lake Park. We are continuously working to improve our treasured parks and your donations are very much appreciated.

Thank you,

Kevin Osbourne, Chairperson  
Alpena County Parks & Recreation Commission

llb



#4

**INVOICE**

Prime Results LLC  
235 Tawas St  
Alpena, Michigan 49707

primeresultsllc@gmail.com  
+1 (701) 550-6598



Bill to  
wes wilder

Ship to  
wes wilder  
alpena mi 49707

**Invoice details**

Invoice no.: 10864  
Terms: Net 30  
Invoice date: 06/02/2024  
Due date: 07/02/2024

MAWNING Hill  
PARK

Kevin Osborne  
07-08-2024  
208-760-700-000

#	Date	Product or service	Description	Qty	Rate	Amount
1.		asphalt	paving 62 ton of asphalt 4060 sq ft	2030	\$3.00	\$6,090.00
2.		setting grade	heavy grading 4060 sq ft	2030	\$0.55	\$1,116.50
3.		removal of debris	use of skid steer and dump truck to remove sand and top soil 4060 sq ft	2030	\$0.9926108	\$2,015.00

Subtotal \$9,221.50

Sales tax \$120.90

**Total \$9,342.40**

**Ways to pay**

payment options check, money order, bank transfer and credit cards  
checks made payable to prime results llc  
235 Tawas St Alpena MI 49707

Pay online

50%  
down  
payment

ESTIMATE

## PRIME RESULTS LLC

235 TAWAS STREET

ALPENA, MI 49707

PHONE:7015506598

Email: PRIMERESULTSLLC@GMAIL.COM

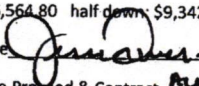
Prepared for

MANNING HILL PARK, LACHINE MI 49753

### New Asphalt Pavement

The area under consideration for new asphalt surface comprises approx. 43,534 square feet. All areas will be barricaded before, during and after this project. In order to make sure that new surface meets and maintains proper drainage we will profile grade to an even depth of 2 1/2 inch as needed. This type of grading is performed when drainage is tight and changing the existing grade elevation may impede the flow of water. All surfaces to be paved will be cleaned of loose materials. Our firm will machine install 3 inches of compacted thickness asphalt. With all work being completed in 1-5 days.

Total Price: \$16,564.80 half down: \$9,342.40 required with sign contract

Auth / Signature  JESSE OSMOND

Authorization to Proceed & Contract ALPENA CO. ROAD

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance We agree to pay the total sum or balance in full 30 days after the completion of work. Down payment of one half (1/2) of total cost due at signing of contract. Remaining balance to be paid upon completion of work. Unpaid balances 30 days after the completion of work are considered in default and are subject to collection activities up to and including interest charges and lien action. Any questions, concerns, or billing requirements must be stated PRIOR to us beginning work. I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options. Terms & Conditions Contract Terms & Conditions Asphalt Guarantee: Fully covering labor, and materials against breakup for a period of 1 year. Any request made to "Prime Results LLC" by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or



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drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "Prime Results LLC" shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties.

Terms: Terms are as stated above.

Payment: One-half down payment due with signed contract, and final payment is due upon completion. 2.5% per month interest will apply to all past due amounts. Upon default of payments, or in the performance of its obligations, Prime Results LLC shall have all the rights and remedies of a secured party after default, in addition to all other rights provided by contract, and by operation of law. Customer agrees to pay Prime Results LLC, in addition to the interest on overdue sums due, reasonable attorney's costs, court costs, and other expenses of Prime Results LLC incurred in enforcing Prime Results LLC's rights

All payment terms are subject to credit approval. Warranty is valid only if payments PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallons will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

ADDITIONAL CHARGES may become necessary if permit(s), extra equipment time, extra materials, or extra labor would become necessary to complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. Prime Results LLC shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". Prime Results LLC reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

Conditions: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles

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and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. Prime Results LLC shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, De-watering. You authorize Prime Results LLC to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions

Customer Initial JO  
Date 6/27/24

Paving Commercial | Owner Responsibility & Conditions

project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. Driving on Surface: Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.

Warranty & Conditions

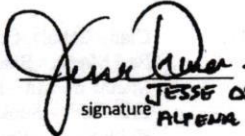
All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, except cracks and sealcoating. All material guaranteed to be installed exactly as specified. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Any necessary permits or permit fees are owners' responsibility. NOTE: This proposal may be withdrawn by us if not accepted within 30 days. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost. Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference. Existing Surface: The existing surface will be expected to support the weight of all



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required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

A down payment should be made upon arrival of work approx 50% of total proposal. Final Payment to be made on completion of work. It is understood that all invoices are due upon receipt Accounts over 30 days are subject to 1.8% finance charge (Annual Charge of 21.6%) and cost incurred to collect past due amounts including, any court cost attorneys fees and collection fees will be added to account. All bids are based on cost of material and labor, and are good for 30 days. Should the cost of material go up our bids will be adjusted to meet those Changes. The Above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as agreed upon.

  
signature **JESSE OSMER**  
**ALPENA CO. ADMIN.**

ALPENA COUNTY PARKS AND RECREATION COMMISSION  
MEETING MINUTES  
Wednesday, May 8, 2024 – 6:00 p.m.  
Howard Male Conference Room

CALL TO ORDER by Chair Kevin Osbourne at 6:04 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL - PRESENT:

Kevin Osbourne	Chairman
Kurt Pratel	Vice Chairman
Jesse Osmer (excused)	Secretary (Commissioner)
Robin LaLonde	Commissioner
John Kozlowski (excused)	Commissioner
Gerald Fournier	Drain Commissioner
Gerald Lucas	Road Commission
Chuck LeFebvre	Planning Commission
Pamela Kirchoff	
Dave Guthrie	
Brenda Fournier (sitting in for Osmer)	Commissioner

OTHERS PRESENT:

Cindy Cebula, Chief Deputy Treasurer  
Earl Martin - Beaver Lake Park Co-Manager  
Marcia Martin - Beaver Lake Park Co-Manager  
Erin Felax - Sunken Lake Park Co-Manager  
Keith Felax - Sunken Lake Park Co-Manager  
Patrick Martin  
Marissa Matuzak  
Wes Wilder, Maintenance Supervisor  
Matthew Srebnik  
Sharon Wirgau  
Gerri Mulka - Sunken Lake Park  
Mark Straley - R. S. Scott  
Bob Adrian  
Terry & Tammy Bates - Manning Hill/Green Township

ADOPTION OF THE AGENDA

Discussion to amend agenda to add the following: Gerald Fournier under new business before Long Lake; Enterprise quote; to add discussion regarding printer and air compressor under Beaver Lake; discussion regarding appointment of new Secretary; and to discuss Item XXVI under the Special Meeting minutes of 4.24.24 from the Consent Calendar.

Moved by Gerald Fournier and supported by Dave Guthrie to adopt the agenda as amended. Motion carried.



## **LONG LAKE PARK – BOAT LAUNCH UPDATE**

Mark Straley from R. S. Scott presented an update on the Long Lake Park boat launch project. Depending on the weather, should be done before Memorial Day but aiming for May 17, 2024. They've added an entrance road to it and are paving the parking lot. They had to take all the big stones out - to get channel deep enough and with the proper slopes, they had to excavate those rocks but there wasn't anything in contract for that. Area needs to dry out in order to be able to get the heavy equipment out there. Parking lot needs additional gravel; pave and markings; pit toilet has to go in – moving to east side of parking lot; additional work approximately 7-10 days. Bob Adrian inquired whether they could amend the permit from DEQ to put a fishing pier out and they were going to use some of the rocks for that. EGLE was not too keen on amending the permit. Planning a ribbon cutting.

## **APPOINTMENT OF SECRETARY**

Commissioner Jesse Osmer is still on board until he actively resigns; starts position as new County Administrator on May 20 2024. Once Commissioner position vacated, County has 30 days to fill it. Board Chair and Secretary are to get \$100 per month? Treasurer's office allocated to get \$1200 per year – but Cindy receiving overtime pay instead. There is over \$20,000 in administrative assistant position from Parks General. Commissioner Fournier indicated that a member of the Commission should be appointed as Secretary and not get paid. Discussion regarding what prior Recording Secretary was being paid (\$2400 [\$200/ month]) but Tammy Bates pointed out that Lynn was doing all kinds of Parks work – at least five hours per week. It was noted that Jesse Osmer, current Secretary, is getting paid nothing additional. Gerald Fournier suggested the Commission appoint a board to get with the new administrator to propose a wage scale. Commissioner LaLonde suggested that \$1600 could be transferred into the appropriate line items so that the Chair and Secretary could be paid \$100 per month beginning in May.

Motion by Gerald Fournier, seconded by Chuck LeFebvre, to move \$1200 out of county treasurer line item: 208-760-703.001 into Parks Chairman wages line item 208-760-703.000. Roll call was taken. All AYES. Motion carried.

Motion by Robin LaLonde to pay the Parks Chairman retroactively \$100 per month. Seconded by Dave Guthrie. Roll call was taken. All AYES. Motion carried.

No action taken on Secretary at this time as the existing Secretary line item may be tied directly to prior Recording Secretary and may need to be dissected.

## **APPROVAL OF CONSENT CALENDAR – approval of minutes only**

Discussion regarding Item XXVI from the Special Parks Meeting of April 24, 2024 – references “all seasonal sites for lottery”; clarification that it should reference the new waterfront seasonal sites at Long Lake Park and further discussion that a lottery for said sites should be held in December.

Motion by Robin Lalonde, seconded by Brenda Fournier, to approve the Consent Calendar approving the following Minutes:

1. Draft Sunken Lake Park Committee Meeting Minutes from April 18, 2024
2. Draft Beaver Lake Park Committee Meeting Minutes from April 22, 2024
3. Draft Long Lake Park Committee Meeting Minutes from April 23, 2024; and,
4. Draft Special Parks & Recreation Commission Meeting Minutes from April 24, 2024, as

amended.

Motion carried.

#### **PUBLIC COMMENT**

Sharon Wirgau, 9452 Long Rapids Road, Alpena inquiring why lottery on just the seven new sites at Long Lake Park and why rule not consistent for all parks. Parks Chairman explained that the other parks do not have seasonal sites on the water and that the Commission will have to establish policy on how the lottery will be conducted which will be posted in an ad on website and social media later in the year.

#### **TREASURER'S REPORT**

Chief Deputy Treasurer Cindy Cebula presented the monthly treasurer's report and balance sheet. Individual park discussions and adjustments as follows:

Beaver Lake: Port-a-john/septic over by \$95; transfer \$100 from power tools to cover that deficit. Also, increase grounds maintenance line item by \$2000 (transfer from Parks general?) Motion by Gerald Lucas, seconded by Robin LaLonde to make those adjustments. Roll call taken. All AYES. Motion carried.

Sunken Lake Park: Building and Grounds Supplies are over. Transfer \$500 from Building Maintenance (208-758-932.000) to Buildings and Grounds Supplies (208-758-727.001). Motion by Robin LaLonde, supported by Chuck LeFebvre to make that adjustment. Roll call taken. All AYES. Motion carried.

Long Lake Park: \$299.73 previously paid out of capital outlay for waterfront sites and now have bill for \$20,000. The power company is charging extra. Query to move money from park donations? Vice Chair Kurt Pratel indicated that they had to tear down the pavilion and those donations were being made to eventually build a new pavilion. Suggested to take \$300 from office supplies. Motion by Chuck LeFebvre, supported by Dave Guthrie to move \$300 from office supplies (208-759-727.000) into Capital Outlay Power/Water Lakefront Sites (208-759-972.002). Roll call taken. All AYES. Motion carried.

In Parks General: under 2007 Flagstaff trailer, had previously allocated \$8000 to pay for the trailer but there were a couple items that were needed for the trailer which resulted in \$148.56 over. Moved by Chuck LeFebvre, seconded by Gerald Fournier, to increase that line item by \$200. Roll call was taken. All AYES. Motion carried.

#### **BILLS PRESENTED:**

Chief Deputy Treasurer Cindy Cebula presented the bills for approval. Invoices paid 04/11/24 through 05/07/24 of \$13,829.43, bills from 05/08/24 of \$30,563.65 and bills brought to the meeting of \$3,377.33, for total invoices of \$47,770.41. Moved by Gerald Lucas, supported by Gerald Fournier, to approve the bills as presented. A roll call vote was taken. All AYES. Motion carried.

Chief Deputy Treasurer Cebula also advised the Commission that with the anticipated / budgeted revenues and expenditures, they are looking at ending the year with approximately \$144,000 exclusive of any anticipated major expenses for the home at Sunken Lake, or other major items.



## REFUNDS

No refund requests were presented

## NEW BUSINESS

Gerald Fournier moved that the Commission authorize issuance of a county phone for Chairman's use; supported by Dave Guthrie. Roll call vote taken. All AYES. Motion carried.

Further discussion that the Treasurer's office will need to create a line item for that purpose and get estimated cost from IT. Future motion to be presented with specific numbers.

## LONG LAKE PARK

Chairman Osbourne requested approval to set up a new electric service account with Chairman Osbourne and Chief Deputy Cindy Cebula contacting the power company together to get that established. Moved by Robin LaLonde to authorize same, supported by Kurt Pratel. Roll call taken. All AYES. Motion carried.

Chairman Osbourne presented the personal mileage and hours tracker presented by interim manager for hours and mileage expended for covering Long Lake Park work. Discussion regarding fact that in the past when Sarah Jore covered for Sunken Lake, she was paid \$300 per month. Not sure if that amount sufficient given the number of hours worked (113). Motion by Brenda Fournier to pay \$500 to Erin Felax for that work, supported by Robin LaLonde, with transfer of wages from Long Lake Park to Sunken Lake Park. Roll call vote taken. All AYES. Motion carried. Manager Erin Felax inquired about reimbursement of gas / mileage. The Commission advised they would look into costs and come back to look at any necessary adjustments.

Chairman Osbourne then presented application to approve Dennis Moldenhauer as camp host at Long Lake Park. Moved by Robin LaLonde, seconded by Brenda Fournier, to approve Dennis Moldenhauer for camp host, subject to background check. Roll call vote taken. All AYES. Motion carried.

POLL Action Item #2 (taken out of order): Recommendation to offer the Long Lake Park Co-Manager positions to Patrick Martin and Marissa Matuzak and hire pending their acceptance to the positions. Roll call already taken. Moved by Gerald Fournier, supported by Robin LaLonde. All AYES.

Chairman Osbourne then presented info that appliances will need to be replaced at Long Lake Park as well as some other expense requests from new managers. Patrick Martin reported that apparently the heating element in stove was not working properly; and the appliances had been sitting in storage for seven years while previous manager used her own appliances. Jennifer Mathis had suggested they go to Young's Appliance to get a quote which they received: \$3094 for the appliances, delivery, installation and removal of old appliances. New managers are also seeking a privacy fence for their dog as well as to have some separation from the campers while still being accessible. Cost for that would be \$1257.40 for materials and Park Managers would do install. Patrick Martin also addressed the fact that the Commission had previously approved and budgeted

\$40,000 for a 30 x 40 pole barn with materials to cost approximately \$15,000.00; however, the tractor at the park is very small. Patrick spoke with Sumerix LS who indicated they would value current tractor for trade in at between \$8000 to \$10,000 and further that they do have a 30-35 hp sitting at the shop. Patrick suggested that with a lot of clean up in the garage, the Commission could save several thousand dollars to hold off on building the pole barn and instead get a bigger tractor which seems to be a more pressing need.

Motion by Kurt Pratel, seconded by Gerald Fournier to hold off on building pole barn and instead use \$15,000 of those funds to purchase a 35 horse tractor from Sumerix in addition to the trade-in. Roll call vote was taken: AYES: Kurt Pratel, Chuck LeFebvre, Gerald Fournier, Dave Guthrie, Gerald Lucas and Brenda Fournie; NAYS: Pam Kirchoff, Robin LaLonde, Kevin Osbourne. Motion carried. It was also indicated that managers would need to acquire another bid for the tractor.

Robin LaLonde explained that her concern was the unknown costs the Commission may encounter with the housing situation at Sunken Lake. Wes Wilder, Maintenance Superintendent, advised the Commission that the insurance company called that day and will be sending an engineer next week to review the house.

Robin LaLonde then moved to approve up to \$3100 for the Long Lake Park co-managers to submit for purchase of the refrigerator/stove; supported by Kurt Pratel. Roll call was taken. All AYES. Motion carried.

Robin LaLonde then moved to authorize no more than \$1270 for a fence to be put up around the Managers home at Long Lake Park for privacy and dog containment; supported by Kurt Pratel. Roll call was taken. All AYES. Motion carried.

#### BEAVER LAKE PARK -

Gerald Lucas presented that the patio door in the Managers' residence at Beaver Lake was warping due to the fact that the subfloor was rotted. Per Wes Wilder, a portion of the floor was replaced a few years ago when the door was replaced. Contractor doing windows in the home indicated he was concerned that the door would not go back in properly if removed to allow flooring to be fixed. Lots of discussion regarding eavesdrop, gutter, need for a small roof, options of replacement or alternatives (suggested that patio door be taken out and wall closed in). It is anticipated cost would be approximately \$800 for replacement door and framing. Brenda Fournier indicated that the patio door had been replaced numerous times and inquired what cost would be to just take it out and build a wall.

Motion by Gerald Fournier, supported by Dave Guthrie, to take door out and put a wall up. Gerald Fournier called for vote to end debate. It was explained that a 2/3 majority was needed to stop debate; if want to continue debate, vote no. Roll call vote was taken. AYES: Gerald Fournier, Brenda Fournier; NAYS: Kurt Pratel, Chuck LeFebvre, Pam Kirchoff; Dave Guthrie, Gerald Lucas, Robin LaLonde, Kevin Osbourne. Motion to end debate failed.

Further discussion ensued. Pam Kirchoff indicated she would like to see quotes for the different options - to fix flooring/replace door versus fix floor and close in wall. Robin LaLonde expressed concern about closing off an exit and suggested that maybe Commission should look at other options like resolving any leaking issues; possibly complete floor repairs and then just install a regular door so that deck was retained and still accessible; also would need to consider such things as siding, etc. Suggested that perhaps with more information this could be addressed in a future poll vote.



Roll call vote taken on motion to replace patio with wall. AYES: Gerald Fournier, Brenda Fournier; NAYS: Kurt Pratel, Chuck LeFebvre, Pam Kirchoff, Dave Guthrie, Gerald Lucas, Robin LaLonde, Kevin Osbourne. Motion failed.

It was reported that the printer at Beaver Lake no longer working. Printhead went bad and cost to replace excessive. Chairman Osbourne indicated he would like to research with IT and come up with an appropriate multifunction color laser printer replacement. Moved by Gerald Lucas, supported by Chuck LeFebvre, to have IT purchase a multifunction color laser printer. Roll call vote was taken. All AYES. Motion carried.

Manager Earl Martin reported that the air compressor had also stopped working. Discussion regarding purpose / use. Manager to get prices / quotes for replacement air compressor and once obtained, could send out poll vote if over \$500.

#### MANNING HILL PARK -

Vice Chairman Kurt Pratel indicated that with regard to Manning Hill, the Commission had budgeted \$6000 to redo the fencing; however, indicated that we also need to do something with the hill area to have access from parking space to pavilion - need handicap accessible roadway with handicap parking. Wes Wilder reported that they measured out fencing perimeter of 312 feet and estimated cost to install split rail fence would be between \$2000-\$2300.

Tammy Bates, who is also a Green Township Trustee, indicated that they would like to build a road close to the left side so they could be driven right up to the pavilion. Approximated \$40,000 for the project; however, recently received a bid of \$28,000 and just that day received a bid for \$16554 which is probably the best price we are ever going to see. Ms. Bates also indicated that she is not sure where we'd get the money from or write for grants and provided some history of improvements and donations to the park and by whom. Ms. Bates requested that the Commission forego the fence at this time and instead use those funds toward the road project as if we were to wait, cost for asphalt will be a lot more expensive than if we wait for fencing. Brenda Fournier asked about Youth and Recreation grant. Ms. Bates indicated that the only way to get those would be to apply through Parks but at this time would put it out two years and reiterated that the cost of asphalt would be too astronomical comparative to current bids. Ms. Bates also indicated that Green Township was advised by their attorneys they could not legally give money to the county. Pam Kirchoff brought up fact that Ossineke Township had granted \$10,000 to Beaver Lake Park for their deck project.

Kurt Pratel moved to forego fencing and use \$6000 to provide for the roadway and handicap parking and access; supported by Gerald Fournier. Discussion of where balance would come from - motion amended to include \$11,000 to be paid out of administrative assistant line item from General Fund. Roll call vote taken. AYES: Kurt Pratel, Chuck LeFebvre, Pam Kirchoff; Gerald Fournier; Dave Guthrie; Gerald Lucas; Brenda Fournier; Kevin Osbourne; NAYS: Robin LaLonde. Motion carried.

Chairman Osbourne then advised the Commission that they had to have the locks changed at Long Lake Park. Discussion regarding key structure in future. The house and new restrooms are now part of county master key system which cannot be copied although those keys cost approximately \$250 per key. Further discussion regarding multiple keys. Wes Wilder will doublecheck with Commissioner's office but inference was that there were two house keys and only one returned. Wes further advised that just the cylinders would need to be rekeyed which would cost approximately \$70-\$80.

Chairman Osbourne advised the Commission that workers comp insurance for volunteers doesn't exist so we either need to get waivers or change the policy. Human Resources was advised by the insurance company that the current policy doesn't cover them so will get price on that

Chairman Osbourne then presented that with regard to the vehicle at Sunken Lake, he would like authorization to move forward with the Full Board of Commissioners a proposal to swap the ¾ ton Ford currently leased by Sunken Lake Park with the 2022 ½ ton Chevy crewcab pickup currently leased for maintenance. This request is being made due to the amount of distance/travel needed by Sunken Lake. Motion by Kurt Pratel, seconded by Robin LaLonde to send proposal for swap up to County Board of Commissioners for approval. Roll call vote was taken. All AYES. Motion carried.

Chairman Osbourne advised that there is another available vehicle for lease for the park system. Estimate was passed out – payment of \$1080.87 per month for five years. Discussion - Pam Kirchoff inquired about the leasing program and benefit to Parks. Chairman Osbourne explained that the leased vehicles are returned to Enterprise for sale and there is cash value back to the Parks, or in some cases, may be more appropriate to purchase the vehicle outright. Chairman Osbourne further indicated that although not budgeted for, there is a need. Chuck LeFebvre suggested to conduct a Point Persons meeting to review some of these outstanding issues.

Vice Chair Kurt Pratel advised the Commission that a Long Lake Association member would like to donate a memorial bench and some maple trees near the new Boat Launch. Moved by Kurt Pratel and seconded by Robin LaLonde, to accept said donation. Motion carried. Kurt Pratel also reported that the Passport Grant sign has been ordered.

Fuel reports – received and filed

#### **OLD BUSINESS**

##### **SUNKEN LAKE PARK –**

**POLL Action #1:** Recommendation to approve the purchase of a 2007 Flagstaff RV in the amount of \$8000 for the Sunken Lake Park Managers to reside in while mold issues in the Sunken Lake Park house are rectified. The RV will then be used as a rental at Sunken Lake Park or at a different County Park once the Park Managers are able to move back into the home. Moved by Kurt Pratel, seconded by Dave Guthrie. Roll call vote previously taken. Motion carried.

The issue of the prior request for Parks' car wash account was brought up. Chairman Osbourne indicated he had talked to the Sheriff about their account and was gathering info regarding same as we do want to take care of these vehicles.

#### **COMMENTS FROM THE BOARD**

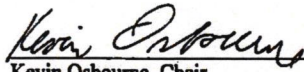
**\*Next Meeting: Wednesday, June 12, 2024 at 6:00 p.m. in Howard Male Conference Room.**



**ADJOURNMENT**

Moved by Gerald Lucas, with multiple supports including Robin LaLonde, Gerald Fournier and Pam Kirchoff, to adjourn the meeting. Motion carried. The meeting was adjourned at 9:04 pm.

Respectfully Submitted,



Kevin Osbourne, Chair  
Alpena County Parks Commission

(MM)