Paint Creek Trailways Commission Meeting
Tuesday, April 16, 2019 at 7:00 PM
Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306

MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment
5. Consent Agenda:
   a. Minutes: Regular Meeting, March 19, 2019
   b. Treasurer’s Report – March 2019
6. Approval of Invoices
7. Approval: 2018 Audit
8. Discussion and Approval: Master Plan Update:
   a. Giffels Webster Agreement for Professional Services
   b. Administrative Structure
   c. Master Plan Ad Hoc Committee to Review Recreation Inventory
9. Update: 2019 Trail Resurfacing
10. Discussion and Approval: Resurfacing Project Cost Participation Agreement with the
    Oakland Township Parks & Recreation Commission
12. Update: Louis Carrio, President – Friends of the Paint Creek Trail
13. Approval: TAP Agreement
15. Discussion and Approval: National Trails Day Plans
16. Discussion and Approval: Oakland Township Historic District Commission Bicentennial Sign
17. Approval: 2019 Goals
18. Manager’s Report
19. Commissioner Reports
20. Request to Enter into Closed Session: Pursuant to MCL 15.268, Section 8 (h): Attorney Client Privilege to discuss materials exempt from disclosure
21. Discussion: Next Steps for the Village of Lake Orion Trail Extension
22. Adjournment of Regular Meeting

Next Regular Meeting:
May 21, 2019 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306

Enclosures: Agenda Summary
March 19, 2019 Draft Minutes
March 2019 Treasurer’s Report
Memo & 2018 Audit Report (hard copies to Commissioners only; posted online for Alternates)
Giffels Webster Agreement for Professional Services
2020-2024 Master Plan – Draft Administrative Structure
Memo: 2019 Trail Resurfacing
Cost Participation Agreement with OTPRC
Temporary Permit Application: Lake Orion Challenge – October 5, 2019
TAP Agreement
2019-2021 Law Enforcement Services Agreement with PCTC
Memo: National Trails Day Plans
Memo: Oakland Township HDC Bicentennial Signage Request
Memo: 2019 Goals & Objectives
April Manager’s Report
1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment
5. Consent Agenda:
   a. Minutes: Regular Meeting March 19, 2019
   b. Treasurer’s Report – March 2019
6. Approval of Invoices
7. Approval: 2018 Audit
   Summary: Ramie E. Phillips, CPA, has completed our 2018 Audit. Commissioners will
   receive hard copies in their packets; alternates can access it on our Agendas page on the
   website. See memo in your packet for more information.
   Desired Action: Approval to accept, file, and transmit to the State Treasury’s Local
   Government Audit Division
   Budget Impact: None
8. Discussion and Approval: Master Plan Update
   a. Giffels Webster Agreement for Professional Services
   Summary: Eric Fazzini from Giffels Webster will provide an overview of their services for the
   Master Plan. The contract with Giffels Webster for planning consulting services for the Master
   Plan needs to be approved so that we can begin work on the public input portion of the Plan.
   Desired Action: Approval
   Budget Impact: $7,000 is earmarked for the Master Plan Update in the 2019 Operations
   Budget
   b. Administrative Structure
   Summary: The subcommittee has reviewed the updates for Administrative Structure
   description and will provide a recommendation at the meeting.
   Desired Action: Approval by Consensus
   Budget Impact: None
   c. Master Plan Ad Hoc Committee to Review Recreation Inventory
   Summary: Volunteers are needed to review the next section of the Master Plan – Recreation
   Inventory.
   Desired Action: Volunteers for Committee
   Budget Impact: None
9. Update: 2019 Trail Resurfacing
   Summary: I will provide an update on the project and the timeline for submitting the bid
   package to Rochester Hills for advertisement. A memo is in your packet for more information.
   Desired Action: Discussion
   Budget Impact: None
10. Discussion & Approval: Resurfacing Project Cost Participation Agreement with Oakland
    Township Parks and Recreation Commission
    Summary: OTPRC’s attorney drafted the cost participation agreement between the PCTC and
    OTPRC for the 2019 Resurfacing Project. PCT attorney Scott Hogan has reviewed it and
    accepted it with minor language changes. The OTPRC approved the agreement at their April
    10th meeting.
    Desired Action: Approval
11. **Discussion:** Temporary Permit, Aaron Palaian – Onurmark Race Productions – Lake Orion Challenge – Oct. 5, 2019  
**Summary:** Aaron Palaian, representing Onurmark Race Productions, will be present to discuss their request to hold the cycling portion of their 3-sport event on the Paint Creek Trail.  
**Desired Action:** Approval contingent upon receiving proof of event insurance naming the PCTC as additional insured.  
**Budget Impact:** None

12. **Update:** Louis Carrio, President – Friends of the Paint Creek Trail  
**Summary:** Louis Carrio, President of the Friends of the Paint Creek Trail will provide an update on the March 21 meeting of the Friends of the PCT.  
**Desired Action:** Discussion  
**Budget Impact:** None

13. **Approval:** TAP Agreement  
**Summary:** The Commission needs to formally approve the Transportation Alternatives Program (TAP) agreement with RCOC.  
**Desired Action:** Approval  
**Budget Impact:** None

14. **Approval:** 2019-2021 Mounted Police Contract  
**Summary:** The County has provided us a contract for 2019, 2020 and 2021 for mounted patrol services for approval.  
**Desired Action:** Approval  
**Budget Impact:** $9,500 is budgeted for the Mounted Police Contract.

15. **Discussion and Approval:** National Trails Day Plans  
**Summary:** We have finalized plans for National Trails Day, and provided the information in your packet.  
**Desired Action:** Approval  
**Budget Impact:** TBD depending upon the level of community sponsorship we are to secure. At most, it will be $500.

16. **Discussion and Approval:** Oakland Township Historic District Commission Bicentennial Sign  
**Summary:** The Oakland Township Historic District Commission would like to place a sign on the Trail near Dutton/Livernois in honor of the Township’s bicentennial.  
**Desired Action:** Approval  
**Budget Impact:** None

17. **Approval:** 2019 Goals  
**Summary:** Results from 2019 Goals priority ranking will be presented.  
**Desired Action:** Approval  
**Budget Impact:** None

18. **Manager’s Report:** Included in your packet.

19. **Commissioner Reports**
20. **Request to Enter into Closed Session:** Pursuant to MCL 15.268, Section 8 (h): Attorney Client Privilege to discuss materials exempt from disclosure

21. **Discussion:** Next Steps for the Village of Lake Orion Extension  
**Summary:** The Commission will need to determine how it wishes to proceed with the Village of Lake Orion Trail Extension Agreement.  
**Desired Action:** TBD based on discussion in the Closed Session.  
**Budget Impact:** None

22. **Adjournment of Regular Meeting**

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**Next Regular Meeting:**  
May 21, 2019 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI  48306
REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION  
Paint Creek Cider Mill  
4480 Orion Road, Rochester, MI 48306

CALL TO ORDER: The Tuesday, March 19, 2019 meeting was called to order by Chairperson Becker at 7:00 p.m.

Voting Members Present: Rock Blanchard, Susan Bowyer, Frank Ferriolo, Kim Russell (enter 8:20 p.m.), Donni Steele  
Voting Alternates Present: David Becker, Martha Olijnyk  
Non-Voting Alternates Present: None  
Village of Lake Orion Non-Voting Member Present: Brad Mathisen  
Voting Members Absent: Linda Gamage, Jeff Stout, Hank Van Agen  
Alternates Absent: Chris Barnett, Robin Buxar, Ben Giovanelli, Chris Hagen, Lynn Loebs, David Walker  
Village of Lake Orion Non-Voting Member Absent: None  
Village of Lake Orion Non-Voting Alternate Absent: Vacant  
Others Present: Melissa Ford, Trail Manager, Sandi DiSipio, Recording Secretary

PLEDGE OF ALLEGIANCE: All rose and recited the Pledge.

APPROVAL OF AGENDA:  
MOTION by Blanchard, seconded by Olijnyk, Moved, to approve the March 19, 2019 agenda as presented.  
Ayes: All  Nays: None  
MOTION CARRIED.

CONSENT AGENDA:  
a. Minutes – February 13, 2019, Joint Meeting with OTPRC, approve and file  
b. Minutes – February 19, 2019 Regular Meeting, approve and file  
c. Treasurers Report – February 2019, receive and file  
MOTION by Bowyer, seconded by Blanchard, Moved, to approve the Consent Agenda as presented.  
Ayes: All  Nays: None  
MOTION CARRIED.

PUBLIC COMMENT: None

APPROVAL OF INVOICES: Ms. Ford presented the list of invoices totaling $15,639.78. In addition to the recorder’s fee, this amount includes payment to Foster, Swift, Collins & Smith PC for legal services for the Lake Orion license agreement, bridge change order and resurfacing bid docs, payment to Ramie Phillips PC for the 2018 financial audit, cost for the annual website database storage and 1st Qtr wages and FICA for the Manager and Assistant Manager’s wages. Estimated unrestricted fund balance is $71,215.
MOTION by Blanchard, seconded by Bowyer, Moved, that the invoices presented for payment are approved in the amount of $15,639.78 and orders be drawn for payment.
Ayes: All Nays: None

MOTION CARRIED.

APPROVAL: 2019 Budget Amendment: Chairman Becker explained the request is to move $2,000 from the unrestricted fund balance into the legal budget. The reason is the legal budget is under $100 and more legal requirements are expected with the bridge and resurfacing projects. Rather than ask the Commission for permission to pay legal services for each invoice, we would like to move this amount into the legal budget. Staff is allowed to spend up to $1,000 without permission of the Commission. Major expenses would still come before the Commission.

MOTION by Olijnyk, seconded by Bowyer, Moved, to move $2,000 from the unrestricted fund balance into the legal budget.
Ayes: All Nays: None

MOTION CARRIED.

APPROVAL: Community Foundation of Greater Rochester, Inc. Advisory Committee:
Chairman Becker explained the Community Foundation requires an Advisory Committee for handling funds in the Foundation. There is concern that this be done quickly. He asked that the four officers of the Commission serve as the Advisory Committee – Ms. Steele, Messrs. Becker, Blanchard and Van Agen, when it comes to disbursing funds. Ms. Ford stated the Commission can’t publicly announce this until this agreement is place.

MOTION by Bowyer, seconded by Ferriolo, Moved, to form the Advisory Committee for the Community Foundation that includes Mr. Becker, Mr. Blanchard, Ms. Steele and Mr. Van Agen.

Mr. Blanchard wonders if there would be some value to have a Friends Group member on the Committee. Mr. Ferriolo thinks the Committee should be limited to one member from each Commission member community. In regard to the actual contract, Ms. Olijnyk pointed out that in the description of the organization, Orion Township is not listed. She then asked what the funds could be used for. Ms. Ford clarified if the grant is received, those funds would be restricted to the resurfacing and bridge projects; if other individuals want to donate, those funds could be used towards other projects. It is the consensus of the Commission that it’s great we will be part of the Foundation as it may open other doors for funding. Staff was thanked for all their work.

Vote on the Motion:
Ayes: All Nays: None

MOTION CARRIED.

DISCUSSION AND APPROVAL: Adopt-A-Trail Signage Fee: Ms. Ford is proposing to institute a $50 signage fee for Adopt-A-Trail groups to help defray the costs for the two signs that each group has on their section of the trail. Two years ago when the last group signed up the cost was about $40 plus shipping for the signs, and there has been some turnover. So the new groups will have that same cost. There are seven different sections of the trail, so that’s a $350 expense every time there is turnover for all of the different segments. She has approached some of the groups to see if they would be open the idea of paying for the signs, and there was no push-back. The groups get to keep the signs they paid for if they choose not to be part of the Adopt-A-Trail program in the future.

MOTION by Steele, seconded by Blanchard, Moved, to institute a $50 signage fee for Adopt-A-Trail groups to help defray the signage costs.

Mr. Ferriolo suggested clarification the cost is for two signs. Ms. Bowyer asked if the cost was for the signs in the future. Ms. Ford explained the cost for the signs is in perpetuity. Mr. Blanchard asked what happens if the price of the signs increase. He suggested the motion read to defray the cost of the signs, regardless of what it is. Upon a question if Rochester Hills sign shop
provides the signs, Ms. Ford indicated the signs are ordered on line, but will check with the Rochester Hills to see if we can get a better deal. Ms. Steele agreed to amend her motion; Mr. Blanchard agreed.

**MOTION** by Steele, seconded by Blanchard, *Moved*, to institute a signage fee to defray the expense of two signs in perpetuity for Adopt-A-Trail groups.

Ayes: All  Nays: None

**MOTION CARRIED.**

**DISCUSSION AND APPROVAL: Master Plan Update**

**Request for Proposals – Planning Services:** Mr. Becker indicated proposals were received from McKenna and Giffels Webster; their estimates were much over the Commission’s budget. The committee thought the proposals were bloated with items we didn’t really need. Ms. Ford made a call and asked if they could bring their proposals down to the $7,000 that is budgeted. She passed out their responses to the members, explained she asked them to submit a synopsis, and that’s why one response is shorter than the other. The committee and Ms. Ford have read the synopsis. Mr. Becker said we can give the responses back to the committee if the Commission wants to give them the right to make the decision. Ms. Bowyer said both bidders are great, Giffels Webster completed the Rochester Hills Master Plan recently, did a great job and received awards for it. McKenna did the Oakland Township, so they are both working in communities that are on the trail; either one will be good. McKenna first came in at $25,000 and Giffels Webster was at $15,000, but were both responsive to bringing their estimate down to $7,000. Ms. Bowyer pointed out what McKenna eliminated from their bid, and commented what Giffels Webster eliminated were items that the committee felt weren’t relevant to what they wanted. She tends more toward Giffels Webster because she knows what Rochester Hills’ final product was. Ms. Steele added that Giffels Webster answered the proposals more accurately to the RFP than McKenna, who did not gear their proposal towards the Commission specifically, but more generic. She leans towards Giffels Webster as well. Mr. Ferriolo’s first impression is to lean towards Giffels Webster, but holds that back as the committee may have had more intense discussion on this. Mr. Blanchard agrees based on what was in the packet, as McKenna was looking at more of a whole recreational plan versus just the trailway. He’s fine with Giffels Webster, as their price was closer to what was budgeted in the beginning. He feels we will get more from them. Chairman Becker disagrees and feels McKenna more to offer. He feels McKenna has a better proposal, a lot more effort in the deliverables for the amount of money, and will hold more public meetings. The Commission then discussed the differences in the scope of the work and deliverables. After reading the proposals and updated synopsis, Ms. Ford concurs with Giffels Webster.

**MOTION** by Ferriolo, seconded by Olijnyk, *Moved*, that the Commission award Giffels Webster the project in the amount of $7,000 as proposed in their latest proposal.

Ayes: Blanchard, Bowyer, Ferriolo, Olijnyk, Steele

Nays: Becker

**MOTION CARRIED.**

**Community Description:** Chairman Becker indicated this chapter was written by Ms. Ford and reviewed by the committee, Ms. Gamage, Messrs. Blanchard and Van Agen. Small changes were suggested and incorporated. Due to how the guidelines have changed, the demographic information has been omitted from this section and will now be included in the goals and action plan. Ms. Ford was thanked for her work. For the next chapter, Mr. Becker said the procedure is that Ms. Ford will draft the chapter and forward to the committee for review; they would meet prior to the next Commission meeting, and bring the updated chapter to the next meeting. Mr. Blanchard is concerned that we keep on schedule with the Master Plan, so the committee could review the updated chapter and provide comments without a meeting – this could then be brought back to the Commission for approval. It was suggested the next chapter be updated and sent to
the committee as soon as it’s completed. A motion is not necessary to approve this chapter as the entire plan will be reviewed and approved at a later date. It is the consensus of the Commission to approve the updated chapter.

**Master Plan Ad Hoc Committee to Review Administrative Structure Section:** Ms. Olijnyk, Ms. Bowyer and Mr. Blanchard agreed to review the next section. Chairman Becker asked that the next section be forwarded to him for review also.

**DISCUSSION: Cider Mill Gateway Project:** At the last meeting it was requested that the Commission review both the Cider Mill Gateway and the Tienken Educational Side Path projects. Information on proposals for both projects was included in the packet, and the members watched the video presentation regarding the Cider Mill project. The packet information was provided to the members as a reminder of the previous bid proposals on both projects. Mr. Becker commented after the original presentation, he remembers the Commission wanted to scale back a lot of the project suggestions because of the costs and the effect it would have on the natural beauty of the trail. The Commission had not accepted this plan as aesthetically appropriate for the trail. Mr. Ferriolo remembers that the project would have been done in phases, and some things were too much. Generally he remembers the overall plan in three phases was quite good, and doesn’t remember cutting back. The idea was if there was support for this, people might donate money to support the idea. Mr. Blanchard remembers when getting bids for resurfacing, the Friends Group was looking at doing something on a smaller scale with the money that they had for the Moutrie project. There are some great things with this project, and if done on a phased-in schedule, parts of it the Friends Group could buy into. He feels we need to meet with them about what they want to do with the Moutrie memorial. There are other projects that have been designed and bid out, e.g. the observation deck, which he would like to see done before this project. Ms. Ford said she spoke to the President of the Friends Group about both the projects, and he’s asking for clarification from the Commission about what they think is an appropriate memorial. He’s read the minutes and feels some Commission members don’t feel a large scale project is appropriate for a memorial to one person, and that there are concerns about setting a precedent about large scale memorials for one person and what would happen in the future if another memorial was proposed. The Friends Group is thinking more along the lines of doing some kind of center green area with a sculpture in an educational component. He reminded Ms. Ford that the family has input on how the money will be used for the Moutrie project. He is looking for clarification on how the Commission wants to proceed with the memorial. Mr. Becker remembers that he and Ms. Myers thought Mr. Moutrie would not like a big bicycle on a granite stone. Mr. Ferriolo would like to see what the Moutrie family has to say about the memorial. Mr. Blanchard feels there should be a committee that works with the Friends Group and the family to come up with a proposal on a project that works for everyone. He doesn’t want anyone to get discouraged as the money has been there for a while and nothing has been done. He would like to sit down and meet with these people about ideas. Ms. Olijnyk feels a committee is a good idea to move this forward. Ms. Bowyer agrees. Ms. Steele agrees with taking a project, finishing it, and then moving on to the next project. There are many projects in the works, and likes the idea of planting flowers with a bench in a smaller setting. She feels the Cider Mill Gateway project is very large, and will be a maintenance nightmare, and thinks the overlook project will get much more use with canoes and a picnic area. Mr. Becker likes the idea of forming a committee to meet with the family and the Friends Group, although he thinks the beauty of the trail is more important than the family’s wishes in case their aesthetics don’t match what this Commission wants. Ms. Ford indicated there is $8,000 for the Moutrie memorial, which includes $5,000 from the Rochester Junior Women’s Club for an educational component at the Tienken site. Mr. Ferriolo said his sense of what we’re dealing with here is to make sure the Commission is directing what is to be done, and then, get support to do whatever else we
eventually want to do, so we won’t be ripping something up five years from now if the project is phased in over a few years dependent on donations. The committee should develop the concept based on what the Commission would like to see. Ms. Bowyer said the Tienken Path project had a bench and an educational path, and the thought was to spend the $8,000 here to do the memorial project. There is a lot of work with the Cider Mill site, where at the Tienken site, the trail is already there. This is a much smaller scope for the money. Mr. Blanchard said the original plan for the memorial was at the Tienken site, and agrees the $5,000 educational fund could be used there. A Memorial Committee including Mr. Blanchard and Mr. Ferriolo, was formed to discuss this project with the family and Friends Group to come up with concept ideas. Ms. Ford has asked the Friends Group President to attend Commission meetings following their meeting to report on what they discussed at their meeting.

DISCUSSION: Tienken Educational Side Path Project: This issue was discussed with the Cider Mill Gateway project. Mr. Blanchard commented a project needs to be completed in Rochester Hills as this has been in the Master Plan for quite some time.

DISCUSSION: 2019 Goals: Ms. Ford indicated the 2018 goals as well as the 2019 goals were included in the packet. She had asked the members if there were additional goals or goals that needed to be eliminated to submit this information to her, and to prioritize the goals submitting the rankings to her for discussion for the next meeting. Mr. Becker suggested two additional goals – to maintain focus on keeping the trail a natural beauty trail and to ensure a smooth transition when Ms. Ford goes on maternity leave. Chairman Becker asked each member to provide the goal prioritization ratings to Ms. Ford as soon as possible.

MANAGER’S REPORT: In addition to her written report, Ms. Ford reported there has been maintenance on the trail this week – overhead tree trimming has occurred in Orion and Oakland sections of the trail. There was also a company doing woody vegetation management between Dutton and Gallagher Roads, clearing both sides of the trail, which should be completed tomorrow. Oakland Township will come in and remove any remaining debris. She heard back from Mannik Smith Group on the resurfacing project – she received the revised cost estimate today and the specs will be ready on Friday. Hopefully everything will be ready to go out to bid. She is working on a press release in regards to the grant, but this can’t be publicized until the agreement is in place. Mr. Ferriolo said the Trailways Commission meeting is on Oakland Township’s calendar and asked that other municipalities make sure this meeting is listed on their respective calendars.

COMMISSIONER REPORTS: Ms. Bowyer will look into getting the Trailways meetings listed on Rochester Hills’ calendar. Ms. Russell apologized for being late and will make sure the Commission meetings are listed on the calendar. She also asked that the resurfacing start in Rochester because it needs to be put into this year’s budget, otherwise it goes back to the general fund and it’s earmarked for this year. In regard to the Solaronics license, it is Rochester’s attorney’s opinion that if it stays the status of manufacturing (whatever it’s zoned), then the new owner would have the same right as Solaronics has now and would pay to use that easement. If the property is rezoned, the license would be null and void. Ms. Ford added that the Rochester Planning Commission is meeting on April 18th to talk about the proposed rezoning changes. Ms. Russell then spoke of a presentation at City Beautiful about saving the monarchs and bees, and asked the Commission to work together with this effort. Mr. Blanchard feels this fits in with the Moutrie memorial project with the garden and education. Ms. Russell will forward the presentation to Ms. Ford and asked that it be sent to the Commissioners to see how we can all help with this effort.
ADJOURNMENT OF REGULAR MEETING:

MOTION by Bowyer, seconded by Olijnyk, *Moved*, to adjourn the Regular Meeting at 8:30 p.m.
Ayes: All  Nays: None  
MOTION CARRIED.

NEXT MEETING: April 16, 2019 at 7:00 p.m. – Rochester Municipal Offices
Respectfully submitted,

__________________________________     ___________________________________
MELISSA FORD, Trail Manager            HANK VAN AGEN, Secretary
# Paint Creek Trailways Commission
## Treasurer's Report - Flagstar Bank
### March 2019

**Balance:** 1-Mar-19  
Checking Balance $153,205.22  
Outstanding Checks (3307,3318,3324) $810.00  
**Total** $152,395.22

**Revenues:**  
Interest Income - March 2019 interest income $31.74  
**Total Revenues** $31.74  
**Total** $152,426.96

**Expenditures:**  
3328 - Sandi DiSipio - February Recorders fee $230.00  
3329 - Foster Swift Collins & Smith - Legal services $1,412.50  
3330 - Ramie Phillips, Jr., PC, CPA - 2018 Financial Audit $3,500.00  
3331 - Chase Card Services - Credit card purchases $12.00  
3332 - Oakland Twp. Parks - 2019 1st Qtr. Wages & FICA $10,485.28  
**Total Expenditures** $15,639.78

**Balance:** 31-Mar-19  
Checking Balance $141,097.18  
Outstanding Checks (3318,3324,3328,3330) $4,310.00  
**Total** $136,787.18

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**TRAILWAYS COMMISSION BALANCE**  
$136,787.18

Signed By:  
Trailways Commission Treasurer  
Trail Manager

Date:  

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MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: 2018 Audit
Date: April 16, 2019

Ramie E. Phillips Jr., CPA, completed our 2018 Financial Audit.

The assets of the Commission exceeded its liabilities at the end of 2018 by a net position of $657,091. Of this, $86,187 was unrestricted, and $2,824 was restricted. The remaining $568,080 reflects our investment in capital assets (land and improvements, office and operating equipment, etc.) The Commission decreased its fund balance by $14,520 from 2017. Mr. Phillips found there were no expenditures over budget.

There is a Budgetary Comparison Schedule in the required supplemental information section (pages 18-21). Mr. Phillips found that the Commission is clearly in compliance with managing their budget.

In preparation for our Bridge Renovation Project, Mr. Phillips has noted the project on pages 5 and 17 of the report. Our system of handling the project as a “Special Project Budget” and not part of operations should be continued.

*If there are no questions, concerns, or objections, I recommend that the Commission consider a motion to receive and file the 2018 Audit Report and request that Mr. Phillips transmit it to the Local Audit & Finance Division of the Michigan Department of Treasury.*
This Agreement is effective as of April 1, 2019, between Giffels Webster located at 1025 E. Maple Road, Suite 100, Birmingham, MI 48009 and the following person or entity (“Client”):

Client name and address: Paint Creek Trailways Commission  
4393 Collins Road  
Rochester MI 48306

Client contact and phone no: Melissa Ford  
Trail Manager  
(o) 248.651.9260  
(m) Mobile  
Email manager@paintcreektrail.org

Project Name: Paint Creek Trailways Recreation Plan  
Project No.:  
Site Area: n/a  
Location: Paint Creek Trailways

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster in relation to the above Project (“Project”). The parties agree as follows:

I. PROJECT DESCRIPTION
Our team will assist Paint Creek Trailways staff with the development of its Parks and Recreation plan, with a focus on the trail’s barrier-free assessment and facilitation of public input. We understand that the Trailways Commission staff will primarily handle the plan’s development.

II. BASE SCOPE OF SERVICES
Giffels Webster will provide consulting services for the Project, as summarized in Exhibit A | Scope of Services. Only those services summarized Exhibit A | Scope of Services are included in this Agreement. Giffels Webster and the Client agree that services not identified in Exhibit A | Scope of Services are not the responsibility of Giffels Webster unless provided for under a separate agreement.

III. COMPENSATION
The flat fee associated with each task identified in our scope of services is $7,000.00. As applicable, the Client shall pay all of the costs of review, inspection, zoning, assessment, permit and bond fees, capital/lateral charges, tap fees, as well as any other fees not specifically covered by the terms of this Agreement according to Exhibit B | Bill Rate Schedule.

IV. REIMBURSABLE EXPENSES
Giffels Webster’s fees, as outlined in Section III, do not include certain reimbursable expenses, which include shipping, handling, postage and delivery fees or out of town travel not identified as included above. This also includes outside reproduction of drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort. Subconsultant costs, if not expressly included in the scope of work outlined above, are also considered reimbursable expenses. The Client agrees to reimburse Giffels Webster for said fees at cost plus 15%.

V. INVOICING
Time and material portions of this Agreement will be invoiced in accordance with Exhibit A | Scope of Services. Lump-sum portions will be invoiced on a percentage completion-to-date basis.
Progress invoices for all work will be submitted to the Client monthly and a final bill will be submitted upon completion of the services identified in each task. Each invoice will be considered due within 30 days of the invoice date, and past due thereafter. Client agrees that all invoices will be reviewed with any requests for amendments or clarifications forwarded in writing to Giffels Webster within 30 days of the date of the invoice. It is further agreed that all invoices 30 days past due cannot be contested.

Payment not received within 60 days of the date of the invoice is subject to a 5% penalty fee. Giffels Webster reserves the right to suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due.

VI. STANDARD OF CARE
All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

The Client recognizes that actual conditions may vary from those encountered at the location where feasibility studies or surveys are made by Giffels Webster and that Giffels Webster’s data, interpretations and recommendations are based solely on the information readily available. To the extent that Giffels Webster performs any services to researching the location of underground services, Giffels Webster shall use reasonable means to identify and locate underground utilities and structures, such as complying with Miss Dig and reviewing existing, available facility drawings provided by franchise and public utility agencies.

VII. LIABILITY
Giffels Webster and its agents, staff and contracted consultants are protected by worker’s compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster’s officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Giffels Webster or Giffels Webster’s officers, directors, partners, employees, agents, or contracted consultants shall not exceed the total compensation received by Giffels Webster under this Agreement.

The means, methods and selection of technologies used in the collection of field data is at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services included in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise Client of any deficiencies that might be found if that data were reviewed.

Any unauthorized deviations from the plans, specification or contract documents by the contractor or the Client shall be their responsibility and not that of Giffels Webster. Giffels Webster shall not be liable to Client for any indirect or consequential damages whatsoever, whether such liability arises in contract or warranty, tort, including negligence, strict or statutory liability, or any other cause of action. Giffels Webster shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. Giffels Webster shall not be responsible for failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.
VIII. PUBLIC AGENCY APPROVALS
Giffels Webster shall not be liable for damages resulting from the actions or inactions of public agencies including, but not limited

to, permit processing, environmental impact reports, zoning matters, use or conditional use permits and building permits. Giffels

Webster shall only act as an advisor to the Client in the governmental and public relations aspects of the Project.

Client understands that if construction documents are bid and/or awarded prior to the completion of public agency reviews, there

may be increases in construction costs and change orders for which Giffels Webster has no responsibility. Client agrees to pay

for any increased construction or design costs due to the Project being fast-tracked.

IX. INSTRUMENTS OF SERVICE
The Client acknowledges that Giffels Webster’s drawings, plans, specifications, and other similar documents, whether in written,

graphic, or electronic form, are instruments of professional service (the “Instruments”) and not products. Giffels Webster and

its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common

law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster’s

compensation for this Project, a license to use the Instruments shall be transferred to the Client.

Giffels Webster shall not be deprived of the right to retain reproducible copies of the Instruments and the right to reuse

information contained in them in the normal course of Giffels Webster’s practice. The Client recognizes that the Instruments

shall not be reused for additions, modifications, or renovations on this Project or for any new project without the written approval

of Giffels Webster. The Client agrees to waive any claim against Giffels Webster and to defend, indemnify, and hold the Giffels

Webster harmless from any claim or liability for injury or loss allegedly arising from any reuse of the Instruments by the Client

or any agent of the Client without Giffels Webster’s approval. The Client further agrees to compensate Giffels Webster for any

time spent or expenses incurred in defense of any such claim, in accordance with Giffels Webster’s prevailing fee schedule and

expense reimbursement policy at the time of such claim and to pay Giffels Webster’s reasonable attorney fees incurred in the
defense of such claim.

CADD files and other electronic data shared by Giffels Webster (“Data”) are components of the Instruments and are only for the

Client’s benefit on the specific project and for a specific use. The Client agrees that the delivery of Data does not in any way

provide or imply an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the

use the Data implies the review and approval by Giffels Webster for any future use.

The Client hereby agrees that it will only rely upon Instruments that are printed copies containing the signatures and seals of

the design professionals responsible for the work. The Client understands that Data provided by Giffels Webster may vary

slightly from the information which is contained in the approved signed and sealed Instruments. In such cases, Client

understands that the information in the signed and sealed printed copies supersedes the electronic files.

Any use of Data is at the sole risk and liability of the user. There is no representation of the suitability of the Data for other

purposes, or of the durability of the Data or the medium on which the Data is furnished. Any use for a purpose other than that

for which the Data is intended shall be at the receiver’s risk, and the receiver shall protect and indemnify Giffels Webster from

any claims, costs, losses, or damages (including Giffels Webster’s reasonable attorney fees). Transfer of the Data does not

transfer any license to use the underlying software or extinguish the rights of Giffels Webster to reuse the Data in the general

course of a professional practice.

X. COST ESTIMATES
Giffels Webster has no control over (a) the cost of labor, material or equipment; (b) the means, methods and procedures of the

Contractor’s work; or (c) the results of competitive bidding. Giffels Webster’s estimates of probable cost are based on Giffels

Webster’s experience and qualifications and represent our judgment as a design professional, but shall not be a guarantee that
construction costs will not vary from Giffels Webster’s cost estimates. If Client wishes greater assurance as to probable construction cost, Client should employ an independent cost estimator at Client’s cost.

The earthwork cut and fill quantities determined by Giffels Webster are to be considered estimates only. Client acknowledges that calculating cuts and fills is not an exact science due to variations in topsoil thickness, shrinkage, compaction methods, material inconsistencies and other natural conditions. It is the Client’s responsibility to have earthwork quantities independently verified by an experienced earthwork contractor.

XI. METHODS AND PROCEDURES
Giffels Webster shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Client, or the safety precautions and safety programs incidental to the work of the Client. Giffels Webster shall not be responsible for the job safety or site safety of the Project and shall not be responsible for compliance with safety programs and related OSHA or MIOSHA regulations required to be followed by the Contractor or its employees, subcontractors and agents. Jobsite safety shall be the sole responsibility of the Client and their contractor. Similarly, Giffels Webster shall not be liable for the actions or inactions of the Client’s contractor(s).

XII. CERTIFICATIONS
If the Client requests Giffels Webster to execute certificates, the proposed language of such certificates shall be submitted to Giffels Webster for review at least 14 days prior to the requested dates of execution. Giffels Webster shall not be required to execute certificates that would require Giffels Webster’s knowledge, services or responsibilities beyond the scope of this Agreement. Giffels Webster shall not be required to sign any documents that would result in Giffels Webster having to certify, guarantee or warrant the existence of conditions whose existence Giffels Webster cannot ascertain. The Client agrees not to make the resolution of any dispute with Giffels Webster or the payment of any amount due to Giffels Webster in any way contingent upon Giffels Webster signing any such documents.

XIII. HAZARDOUS SUBSTANCES
Hazardous substances may exist at a site where there is no reason to believe they should or could be present. Giffels Webster and Client agree that the discovery of unanticipated hazardous substances constitutes a changed condition, which requires the renegotiation of the Scope of Work or termination of this Agreement. Giffels Webster and Client also agree that the discovery of unanticipated hazardous substances may make it necessary to take immediate measures to protect health and safety. Client agrees to compensate Giffels Webster for the additional cost of those measures. In addition, Client waives any claim against Giffels Webster and agrees to defend, indemnify, and hold Giffels Webster harmless from any claim or injury or loss arising from Giffels Webster’s discovery of unanticipated hazardous substances. It is understood and agreed that Giffels Webster is not, and has no responsibility as, a handler, generator, operator, treator, storer, transporter, or arranger for transport or disposal of hazardous or toxic substances found or identified at the site, and that Giffels Webster shall not be responsible to arrange for any of the same.

XIV. RIGHT-OF-ENTRY
The Client will arrange for right-of-entry and access to the property for the purpose of performing studies, tests, surveying and evaluations required in accordance with this Agreement. While Giffels Webster will take reasonable precautions to minimize any damage to the property, it is understood by the Client that some damage may occur, the correction of which is not Giffels Webster’s responsibility under this Agreement, or otherwise.

XV. ASSIGNMENT
Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.
XVI. **DELAYS**
If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

XVII. **CHANGES TO THE AGREEMENT**
The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Work, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement shall also require a renegotiation of the Scope of Work. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, Client agrees that Giffels Webster has the right to terminate this Agreement subject to the provisions of paragraph 5 of these general conditions.

XVIII. **TERMINATION**
Either party may terminate this Agreement, on at least 5 days written notice to the other, in the event of the other party’s breach of the Agreement. In addition, wholly without reference to breach, any party may terminate this Agreement on 10 days written notice to the other (without cause). In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. Client shall also reimburse Giffels Webster for all termination expenses.

XIX. **RECOVERY OF COSTS**
In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party’s legal cost, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney’s fees, court costs, expert witness fees, and other documented expenses, in addition to any other relief to which it may be entitled. The maximum liability for Giffels Webster will be that amount established in Section VII above.

XX. **PHOTOGRAPHY**
The Client permits the taking and use of photographs of by Giffels Webster (or Giffels Webster's agent) of the Client's project site; and irrevocably grants to Giffels Webster and its legal representatives, agents, and assigns full perpetual rights to take and use such photographs in Giffels Webster's advertising, trade, or for any purpose. The Client also consents to the use of any printed matter in conjunction therewith and hereby waives any right to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be put. This release shall be binding upon the Client and his (her, or its) legal representatives, successors, and assigns.

XXI. **ACCEPTANCE AND AUTHORIZATION TO PROCEED**
The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Scope of Services, Exhibit B | Bill Rate Schedule and all issued change orders and amendments. The Client also certifies that, if it is a business entity, it is registered with the State of Michigan and is authorized to conduct business in Michigan. If Client agrees with the terms of this Agreement, Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.
GIFFELS WEBSTER

BY: ____________________________
    Jill Bahm
    Partner
    April 1, 2019

PAINT CREEK TRAILWAYS COMMISSION

BY: ____________________________
    Name
    Title
    Date
**EXHIBIT A**  
**SCOPE OF SERVICES**

**Scope of Work for the 5-Year Update to the Paint Creek Trailways Park and Recreation Master Plan**

The Paint Creek Trailways Parks and Recreation plan is intended to be the “road map” for the decisions made in the next five years regarding the development and management of the Paint Creek Trail for current and future community needs. We understand that the Trailways Commission staff will primarily handle the plan’s development and propose the following scope of work to supplement the efforts of staff:

**Task 1 - Project Kickoff.** Meet with Trailways staff to review the scope of work, obtain required information, and establish meeting dates with the Paint Creek Trailways Commission (PCTC).

**Task 2 – Supplement the Development of the Draft Recreation Plan**

A. **Accessibility Evaluation:** We will conduct an accessibility evaluation of the trail and its amenities utilizing the Barrier Free Accessibility Requirements for Parks as directed in the current Michigan Department of Natural Resources Guidelines. Each site will be ranked on the following scale of 1-5: 1=none of the site elements meet 2010 ADA Standards for Accessible Design, 2=some, 3=most, 4=all and 5=the facility meets the Principles of Universal Design.

B. **Public Input Process:** Citizen opinion on recreation and open space priorities is a key consideration in plan development. At least two means of input are required by the DNR. We recommend the Public Input Survey and Focus Group Discussions as the two approaches to engage as many people as possible in the planning process as well as gain meaningful input.

   1. **Public Input Survey.** Update the online survey tool used in the previous plan to gather updated insight and comments from the regional community about the trail. Utilizing the previous survey will help the PCTC track progress, trends and comments from the community over time.

   2. **Focus Group Discussions.** Two focus group interviews with local user groups, communities and agencies. Each focus group will offer 8-10 people the opportunity to share their insights in a 45-minute facilitated discussion. This approach allows our team to dive a bit deeper into specific issues and concerns raised in the online survey.

   Our team will assist Trailways staff with the promotion of these engagement activities through language for social media, press releases and posters that can be used along the trail and within the PCTC communities.

**Task 3 - Plan Refinement**

We will assist staff with the review of the final draft plan and assess alignment of the plan’s action strategies with overall goals and public input.

**Task 4 - Finalize Plan:** Following the required input and meetings, we will assist Trailways staff with finalizing the plan for submission to the DNR

<table>
<thead>
<tr>
<th>Element</th>
<th>May 19</th>
<th>June</th>
<th>July</th>
<th>Nov – Jan 20</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 Project kickoff meeting</td>
<td>Meeting</td>
<td></td>
<td></td>
<td></td>
<td>$450</td>
</tr>
<tr>
<td>Task 2 Accessibility Evaluation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,100</td>
</tr>
<tr>
<td>&amp; Public Input</td>
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<td></td>
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<tr>
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<td></td>
<td>Meeting</td>
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<tr>
<td>Task 4 Finalize Plan</td>
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<td></td>
<td></td>
<td>$450</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,000</td>
</tr>
</tbody>
</table>
All work will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Construction Inspector</td>
<td>$80</td>
</tr>
<tr>
<td>Senior Construction Inspector</td>
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<tr>
<td>Construction Administrator</td>
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<tr>
<td>Instrument Crew</td>
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<tr>
<td>Survey Crew</td>
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</tr>
<tr>
<td>Staff Surveyor</td>
<td>$90</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Surveyor</td>
<td>$115</td>
</tr>
<tr>
<td>Lead Surveyor</td>
<td>$120</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>$120</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$85</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$95</td>
</tr>
<tr>
<td>Senior GIS Specialist</td>
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</tr>
<tr>
<td>GIS Manager</td>
<td>$120</td>
</tr>
<tr>
<td>Staff Planner</td>
<td>$90</td>
</tr>
<tr>
<td>Associate Planner</td>
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</tr>
<tr>
<td>Senior Planner</td>
<td>$115</td>
</tr>
<tr>
<td>Principal Planner</td>
<td>$120</td>
</tr>
<tr>
<td>Project Manager</td>
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<tr>
<td>Partner</td>
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</tr>
<tr>
<td>Intern</td>
<td>$55</td>
</tr>
<tr>
<td>Clerical</td>
<td>Administrative</td>
</tr>
<tr>
<td>Project Assistant</td>
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</tr>
<tr>
<td>Staff Technician</td>
<td>$75</td>
</tr>
<tr>
<td>Project Technician</td>
<td>$85</td>
</tr>
<tr>
<td>Senior Technician</td>
<td>$95</td>
</tr>
<tr>
<td>Lead Technician</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Landscape Architect</td>
<td>$90</td>
</tr>
<tr>
<td>Lead Landscape Architect</td>
<td>$120</td>
</tr>
<tr>
<td>Landscape Architecture Manager</td>
<td>$120</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$90</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$115</td>
</tr>
<tr>
<td>Lead Engineer</td>
<td>$120</td>
</tr>
<tr>
<td>Traffic Engineer</td>
<td>$115</td>
</tr>
<tr>
<td>Senior Traffic Engineer</td>
<td>$140</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$165</td>
</tr>
</tbody>
</table>

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus 15% and are not included in the above hourly charge rates.
4. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to 1.5 times the above scheduled rate.
Chapter Three: Administrative Structure

A. Trailways Commission - Structure and Powers

The Paint Creek Trail is owned by the Paint Creek Trailways Commission, formed under the Michigan Urban Cooperation Act, Act 7 of 1967 (MCL 124.501 et seq.). The Commission was established through an Intergovernmental Agreement (see Appendix) between the four communities of Avon Township (now the City of Rochester Hills), Oakland Township, Orion Township, and the City of Rochester. Each of the communities has two Commissioners and two Alternates on the Trailways Commission. A non-voting seat on the Commission for the Village of Lake Orion was approved in 2004. Financial decisions require the approval of all voting member communities. In addition to owning the Paint Creek Trail, the Trailways Commission may:

- Build, maintain and operate public trails, access sites, and appropriate structures;
- Hire a manager and necessary personnel;
- Establish policies or rules governing use of Trail or facilities;
- Recommend local ordinance provisions to member communities;
- Apply for State or Federal aid to carry out Commission functions.

An organizational chart and complete listing of the 2020 Trailways Commission Members is provided in Figures 3.1 and 3.2. A listing of Trailways staff is included in Figure 3.3.
Figure 3.1: Paint Creek Trailways Commission Organizational Chart
<table>
<thead>
<tr>
<th>Name</th>
<th>Community Represented</th>
<th>2019 Office Held</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda Gamage</td>
<td>Rochester</td>
<td></td>
</tr>
<tr>
<td>Kim Russell</td>
<td>Rochester</td>
<td></td>
</tr>
<tr>
<td>David Becker (Alternate)</td>
<td>Rochester</td>
<td>(Chair)</td>
</tr>
<tr>
<td>Ben Giovanelli (Alternate)</td>
<td>Rochester</td>
<td></td>
</tr>
<tr>
<td>Rock Blanchard</td>
<td>Rochester Hills</td>
<td>(Vice Chair)</td>
</tr>
<tr>
<td>Susan Bowyer</td>
<td>Rochester Hills</td>
<td></td>
</tr>
<tr>
<td>Lynn Loebs (Alternate)</td>
<td>Rochester Hills</td>
<td></td>
</tr>
<tr>
<td>David Walker (Alternate)</td>
<td>Rochester Hills</td>
<td></td>
</tr>
<tr>
<td>Robin Buxar (Alternate)</td>
<td>Oakland Township</td>
<td></td>
</tr>
<tr>
<td>Frank Ferriolo</td>
<td>Oakland Township</td>
<td></td>
</tr>
<tr>
<td>Martha Olijnyk (Alternate)</td>
<td>Oakland Township</td>
<td></td>
</tr>
<tr>
<td>Hank Van Agen</td>
<td>Oakland Township</td>
<td>(Secretary)</td>
</tr>
<tr>
<td>Chris Barnett (Alternate)</td>
<td>Orion Township</td>
<td></td>
</tr>
<tr>
<td>Chris Hagan (Alternate)</td>
<td>Orion Township</td>
<td></td>
</tr>
<tr>
<td>Donni Steele</td>
<td>Orion Township</td>
<td>(Treasurer)</td>
</tr>
<tr>
<td>Jeff Stout</td>
<td>Orion Township</td>
<td></td>
</tr>
<tr>
<td>Brad Mathisen, Non-Voting Member</td>
<td>Village of Lake Orion</td>
<td></td>
</tr>
</tbody>
</table>
B. Paint Creek Trailways Staff

Figure 3.3: Paint Creek Trailways Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa Ford</td>
<td>Trail Manager</td>
</tr>
<tr>
<td>Chris Gray</td>
<td>Assistant Trail Manager</td>
</tr>
<tr>
<td>Dan Butterworth</td>
<td>Bike Patroller</td>
</tr>
<tr>
<td>Nick Schroек</td>
<td>Pro-Bono Attorney</td>
</tr>
<tr>
<td>Sandi DiSipio</td>
<td>Recording Secretary</td>
</tr>
</tbody>
</table>

1. Trail Manager

The Trailways Commission established an administrative position in the fall of 1991 in response to the increased activity, demand and duties of the Trail that came with increased use. Currently, the Trail Manager works 24 hours per week. Work is assigned to the Trail Manager by the Commission at monthly meetings or under the direction of the Chairperson. The Trail Manager reports to the Trail Chairperson. It is a part-time position, with responsibilities including:

- Attend, prepare notices and packets, and review Minutes for monthly Commission meetings.
- Correspondence and file keeping.
- Maintaining an operations budget which covers wages, office supplies and equipment to operate the Administrative positions and the Patrol Program.
- Financial accounts and monthly reporting.
- Creation of yearly budget and budget amendments.
- Attendance as representative of the Trailways Commission at the Oakland County Trails, Water, and Land Alliance meetings.
- Assistance to other trails and trail groups when needed.
- Inspection of Trail for needed maintenance by member communities.
- Public communications such as phone calls, mail, email, brochures, and media.
• Trail website and social media administration.
• Commission liaison to Friends of the Paint Creek Trail group.
• Public presentations to local organizations and member communities.
• Manage and coordinate events.
• Administer licenses and use permits.
• Manage Trail development projects.
• Grant applications and administration; work with community planners.
• Master Plan revision.
• Working with Community Park & Recreation Directors regarding maintenance of the trail.
• Supervision of Trailways Bike Patrol and Administrative Assistant personnel (when appropriate).

2. Assistant Trail Manager

In 2016, the Trailways Commission changed the title of the existing Administrative Assistant position to Assistant Trail Manager to better reflect the job duties being performed. Currently, the Assistant Trail Manager works 12 hours per week. Work is assigned to the Assistant Trail Manager by the Trail Manager. The Assistant Trail Manager reports to the Trail Manager and/or the Trailways Commission Chairperson. In the Trail Manager’s absence, the Assistant Trail Manager will perform the duties of the Trail Manager. It is a part-time position, with responsibilities including:

• Maintain accurate filing system
• Maintain Trailways photo and news archive
• Issue temporary permits
• Scheduling
• Answering phone calls and emails
• Distribute press releases and related media information
• Update and maintenance of Trailways Commission website and social media
• Recordkeeping
• Compile statistical data and prepare associated reports
• Create and update financial records
• Raise awareness of the Trail in the community
• Plan and execute Trailways community events
• Assist Trail Manager with other duties as assigned

3. Bike Patrol

The Bike Patrol position was created in 1998 to help educate and enforce Trailways Ordinances and to give Trail users a point of contact for the Trailways Commission. The Bike Patrol program runs from May 1 through October 31 of each year. The Bike Patroller has no legal authority to issue tickets, but may summon the proper law enforcement agency if necessary. The position is more “public relations” oriented as users are reminded of proper Trail etiquette and Ordinances, to help limit the number of “user conflicts” along the Trail. The Bike Patrol budget is part of the broader Patrol Program, which includes Mounted Patrol services. In 2019, the Patrol Program budget was $14,871, with funding from the four member communities as follows, based on Trail mileage in each community:

- Rochester: $1,061
- Rochester Hills: $2,274
- Oakland Township: $8,190
- Orion Township: $1,968

The complete 2019 Approved Trailways Budget, including Patrol Program, is available on our website and by contacting the Trailways Commission office.

4. Management of the Paint Creek Trail

Authority to commit funds for trail projects, accept grants, and purchase land lies with the Paint Creek Trailways Commission. The Trailways Commission’s approach to management has been one of promoting positive use of the Paint Creek Trail, and protection of the land and water resources around it. Of course, safety of the Paint Creek Trail enthusiasts and near-by landowners must also be addressed. A listing of Trailways Management Practices includes the following components:

1. Regular trail monitoring and inspection by Manager and Community Staff.
2. Motorized vehicle ban with stringent enforcement.
3. Screening and fencing where necessary.
4. Fire control and emergency access.
5. Soil erosion and sedimentation control measures.
7. Litter prevention and recycling program.
8. Education and interpretive program.
9. Effective maintenance program by communities and volunteers.
10. Maintenance of “Prairie Site” located south of Silver Bell and east of Trail.
11. Appropriate signage that educates users on trail policies, and provides information about the Paint Creek Trail and adjacent facilities.
12. Diligent addressing of all safety concerns.
13. Attention to multi-use trail issues, i.e., compatibility of users.
14. Addressing needs of adjacent landowners.
15. Provide assistance to other communities and their trails.

Appropriate management of the Paint Creek Trail is a large part of the Trailways Commission’s Action Program. We constantly strive to define, understand and implement best management practices. Strategies for implementing management practices are listed in the goals and objectives of the Action Program.

C. **Budget**

The total annual operating budget has marginally increased over the last three years. Table 3.4 details the 2019 Approved Budget and shows how it compares to 2017 and 2018:
Table 3.4: 2019 Approved Budget with comparison

The complete and detailed 2020 Approved Trailways Budget is available in the Appendix, on our website and by contacting the Trailways Commission office.

Table 3.5 details the 2019 Approved Special Projects Budget and how it compares with 2018:
## Table 3.5: 2019 Approved Special Projects Budget

### 2019 Special Project Budget - Bridge Renovation Project

**Source of Funds**

<table>
<thead>
<tr>
<th>Paint Creek Trailways Commission Fund Balance</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Unit Contributions</td>
<td>$0</td>
<td>$35,766</td>
</tr>
</tbody>
</table>

**Total Revenue**

<table>
<thead>
<tr>
<th>Total Revenue</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35,766</td>
<td>$20,000</td>
<td></td>
</tr>
</tbody>
</table>

**EXPENSES**

<table>
<thead>
<tr>
<th>Bridge 33.7 Renovation -</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Services</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Tree Removal</td>
<td>$3,825</td>
<td></td>
</tr>
<tr>
<td>Design Engineering</td>
<td>$31,941</td>
<td></td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Total Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35,766</td>
<td>$20,000</td>
<td></td>
</tr>
</tbody>
</table>

**Revenue minus Expenses - Bridge Renovation Project**

<table>
<thead>
<tr>
<th>Revenue minus Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

### 2019 Special Project Budget - Trail Resurfacing

**Source of Funds**

<table>
<thead>
<tr>
<th>Paint Creek Trailways Commission Fund Balance</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Unit Contributions</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Friends of the Paint Creek Trail</td>
<td>$1,550</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Revenue**

<table>
<thead>
<tr>
<th>Total Revenue</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,474</td>
<td>$20,000</td>
<td></td>
</tr>
</tbody>
</table>

**EXPENSES**

<table>
<thead>
<tr>
<th>Trail Surface Design Engineering</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rochester Hills Educational Path Engineering</td>
<td>$1,329</td>
<td>$0</td>
</tr>
<tr>
<td>Legal Services</td>
<td>$275</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Total Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,253</td>
<td>$20,000</td>
<td></td>
</tr>
</tbody>
</table>

**Revenue minus Expenses - Trail Resurfacing**

<table>
<thead>
<tr>
<th>Revenue minus Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$221</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

### 2019 Special Project Budget - Observation Deck

**Source of Funds**

<table>
<thead>
<tr>
<th>Paint Creek Trailways Commission Fund Balance</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Unit Contributions</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Friends of the Paint Creek Trail</td>
<td>$1,400</td>
<td>$0</td>
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</table>

**Total Revenue**

<table>
<thead>
<tr>
<th>Total Revenue</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,071</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

**Expenses**

<table>
<thead>
<tr>
<th>Observation Deck Construction</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>SE Rochester Sidepath Engineering</td>
<td>$1,262</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Total Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,933</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

**Revenue minus Expenses - Observation Deck**

<table>
<thead>
<tr>
<th>Revenue minus Expenses</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>$138</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>
The complete and detailed 2020 Approved Special Projects Budget is available in the Appendix, on our website and by contacting the Trailways Commission office.

D. Sources of Funding

1. Operational Budgeting

   As provided by the Urban Cooperation Act, the Trailways Commission has no power to levy any tax or issue any bonds. The Intergovernmental Agreement requires each member community to pay an equal share of the annual operating budget, which covers costs for meetings, administration, office supplies, and auditing. In addition, each member community must also pay an equal share of the staff budget, which includes manager wages, equipment and operating expenses. The Village of Lake Orion does not contribute directly to the Paint Creek Trailways Commission, but they do through Orion Township. However, it should be noted that the Village of Lake Orion is extremely supportive of the Trail, and contributes in-kind services whenever possible, including law enforcement and DPW services. The Operations Budget for 2019 was $105,018. Eighty-one percent of the budget ($85,493) is funded equally by the four voting member communities with the remaining nineteen percent ($19,525) of the budget funded by license fees, donations, sponsorships, interest, and miscellaneous revenue.

   Member communities are also responsible for funding the Trail Patrol Program, which consists of a part-time bike patroller and contracted Mounted Patrol services. The Patrol Program budget is prorated based on trail mileage in each member community. In 2019, the Patrol Program Budget was $14,871, with funding from the four member communities.

   Funds for other purposes, including development projects, may be obtained through submitting a Project Budget request to the member communities. In-kind contribution of assistance by municipal staff is arranged as part of the annual budget; services by municipal engineers and attorneys have been provided in the past this way. In addition, each member community is responsible for maintenance within their section of the Paint Creek Trail, including mowing, trail surface maintenance, pruning, bridge maintenance and repair, and correcting problems associated with vandalism.

   The Paint Creek Trail was resurfaced in 2019 at a cost of TBD with each Member Community contributing their pro rata share. Resurfacing the trail is an ongoing event of a cyclical nature, and the Commission requests that each member community prepare financially for future resurfacing projects. It is the Trailways Commission’s hope that the current surface will require no extensive overhaul until 2034.
2. License Agreements

As part of the purchase of the right-of-way in 1983, Penn Central also transferred ownership of license agreements with various utilities that were crossing or using the right-of-way. Since 1992, the Trailways Commission has formalized many of these license agreements and arranged a fee structure for regular rental payment. Additional licenses have been made through the years relating to crossing or using the Commission owned property. This income is used for annual operating expenses, thereby reducing the amount requested from each community. In 1995, the Trailways Commission adopted a standard license agreement for any entity that uses or crosses the right of way.

A detailed listing of licenses is shown in Table 3.5.

**Table 3.5: Paint Creek Trailways Commission License Agreements – 2019**

<table>
<thead>
<tr>
<th>LICENSEE</th>
<th>NUMBER</th>
<th>DUE DATE</th>
<th>ANNUAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT &amp;T</td>
<td>X571711</td>
<td>January</td>
<td>$92.65</td>
</tr>
<tr>
<td></td>
<td>X571502</td>
<td>January</td>
<td>$65.40</td>
</tr>
<tr>
<td></td>
<td>X9388141</td>
<td>July</td>
<td>$65.40</td>
</tr>
<tr>
<td></td>
<td>X571548</td>
<td>July</td>
<td>$327.00</td>
</tr>
<tr>
<td></td>
<td>X571491</td>
<td>July</td>
<td>$163.50</td>
</tr>
<tr>
<td>Consumers Energy</td>
<td>X571786</td>
<td>January</td>
<td>$98.10</td>
</tr>
<tr>
<td></td>
<td>LO197494</td>
<td>January</td>
<td>$654.00</td>
</tr>
<tr>
<td>DTE Energy</td>
<td>15 agreements</td>
<td>July</td>
<td>$3,042.00</td>
</tr>
<tr>
<td>ITC</td>
<td>RX4197</td>
<td>January</td>
<td>$325.00</td>
</tr>
<tr>
<td></td>
<td>RX3342B</td>
<td>January</td>
<td>$325.00</td>
</tr>
<tr>
<td>Dillman &amp; Upton</td>
<td>Per Agreement</td>
<td>July</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Mich. Consolidated Gas</td>
<td>X571942</td>
<td>July</td>
<td>$654.00</td>
</tr>
<tr>
<td></td>
<td>X71995</td>
<td>July</td>
<td>$63.25</td>
</tr>
<tr>
<td>Michigan Gas Storage</td>
<td>X508450</td>
<td>January</td>
<td>$136.25</td>
</tr>
<tr>
<td>JHP Pharmaceuticals</td>
<td>X510280</td>
<td>July</td>
<td>$65.40</td>
</tr>
<tr>
<td>Solaronics</td>
<td>Per Agreement</td>
<td>January</td>
<td>1,350.00</td>
</tr>
<tr>
<td>Sunoco Pipeline LP</td>
<td>X5124102-2</td>
<td>January</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$11,936.00</strong></td>
</tr>
</tbody>
</table>
3. Grants and Donations

Since its inception, the Trailways Commission has relied upon funding from both state and federal agencies as well as donations from private individuals and foundations to support major projects on the Trail. Grant funding enables the Commission to pursue projects that it might otherwise not be able to pursue. Most recently, the Trailways Commission received a $300,000 Michigan Natural Resources Trust Fund grant from the Michigan Department of Natural Resources (MDNR) and a $407,000 grant from the Anonymous Foundation to support its Bridge 33.7 and resurfacing projects. For a more detailed listing of grants received by the Trailways Commission, please see Chapter Four: Recreation Inventory.

Additionally, monetary donations and in-kind services from individuals and local businesses help support smaller trail enhancement projects and events held on Trail.

E. Volunteers and Service to the Trail

In the last twenty years, the Paint Creek Trail has seen a number of community organizations, including school volunteer groups, church organizations and Scouting groups, initiate and carry out many service projects and trail clean-up days (See Table 3.6).

Table 3.6: A Sampling of Trail Volunteer Activities and Donations, 2014-2019

<table>
<thead>
<tr>
<th>DATE</th>
<th>ORGANIZATION or INDIVIDUAL</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>Friends of the Paint Creek Trail, Back to the Beach Runners, and cities of Rochester and Rochester Hills</td>
<td>Drinking Fountain Donation – Tienken trailhead</td>
</tr>
<tr>
<td>2014</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, Paint Creek Crawl and Labor Day Bridge Walk</td>
</tr>
<tr>
<td>2015</td>
<td>Friends of the Paint Creek Trail</td>
<td>Bike Fix-it Station Donation – Tienken trailhead</td>
</tr>
<tr>
<td>2015</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, Paint Creek Crawl and Labor Day Bridge Walk</td>
</tr>
<tr>
<td>2016</td>
<td>50 Community Volunteers</td>
<td>Garlic Mustard Pull along the entirety of the Trail</td>
</tr>
<tr>
<td>2016</td>
<td>Friends of the Paint Creek Trail</td>
<td>Dog Waste Bag Dispenser Donation – Atwater trailhead</td>
</tr>
<tr>
<td>Year</td>
<td>Organization/Event</td>
<td>Details</td>
</tr>
<tr>
<td>------</td>
<td>--------------------</td>
<td>---------</td>
</tr>
<tr>
<td>2016</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, National Trails Day and Labor Day Bridge Walk</td>
</tr>
<tr>
<td>2016</td>
<td>Girl Scouts Taylor Brooks, Chrissie Stephens &amp; Bella Thomas from Troop #43155</td>
<td>Establish Adopt-a-Trail program</td>
</tr>
<tr>
<td>2017</td>
<td>Trout Unlimited</td>
<td>Angler Access stair project – near Gallagher Road trailhead</td>
</tr>
<tr>
<td>2017</td>
<td>Adopt-a-Trail volunteer groups</td>
<td>Two Adopt-a-Trail program workdays held</td>
</tr>
<tr>
<td>2017</td>
<td>Rochester Hills Public Library</td>
<td>Little Free Library installed near Paint Creek Trail picnic site south of Gallagher Road</td>
</tr>
<tr>
<td>2017</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, Tails for Trails and Labor Day Bridge Walk</td>
</tr>
<tr>
<td>2017</td>
<td>Corey Brittingham</td>
<td>Bench Donation – .25 miles south of Silverbell Road</td>
</tr>
<tr>
<td>2017</td>
<td>Jagosz Family</td>
<td>Bench Donation – Dinosaur Hill, Rochester Hills</td>
</tr>
<tr>
<td>2017</td>
<td>Jim Karner</td>
<td>Bench Donation – Mile Marker 38</td>
</tr>
<tr>
<td>2017</td>
<td>Jill Prudden</td>
<td>Bench Donation – Foley Pond, Lake Orion</td>
</tr>
<tr>
<td>2017</td>
<td>Laura Peters</td>
<td>Bench Donation – Foley Pond, Lake Orion</td>
</tr>
<tr>
<td>2017</td>
<td>Ed Nelson</td>
<td>Bench Donation – Mile Marker 36.5</td>
</tr>
<tr>
<td>2017</td>
<td>Thundering Gazelles</td>
<td>Bench Donation – Wet Prairie site, Oakland Township</td>
</tr>
<tr>
<td>2017</td>
<td>Orion Township, DNR, MDEQ, Clinton River Watershed Council &amp; local contractors</td>
<td>Rudd’s Mill Dam Remnants removal project</td>
</tr>
<tr>
<td>2018</td>
<td>Adopt-a-Trail volunteer groups</td>
<td>Two Adopt-a-Trail program workdays held</td>
</tr>
<tr>
<td>2018</td>
<td>Friends of the Paint Creek Trail</td>
<td>Bike Fix-it Station Donation – Village of Lake Orion trail extension</td>
</tr>
<tr>
<td>2018</td>
<td>Oakland Township</td>
<td>Garlic Mustard Pull</td>
</tr>
<tr>
<td>2018</td>
<td>Six Rivers Land Conservancy &amp; FCA Motor Citizen Volunteer group</td>
<td>Garlic Mustard and Dame’s Rocket Pull</td>
</tr>
<tr>
<td>2018</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, National Trails Day and Labor Day Bridge Walk</td>
</tr>
<tr>
<td>2019</td>
<td>Six Rivers Land Conservancy</td>
<td>Garlic Mustard and Dame’s Rocket Pull</td>
</tr>
<tr>
<td>2019</td>
<td>Adopt-a-Trail volunteer groups</td>
<td>Two Adopt-a-trail program workdays held</td>
</tr>
<tr>
<td>2019</td>
<td>Friends of the Paint Creek Trail</td>
<td>Volunteer Assistance, National Trails Day and Labor Day Bridge Walk</td>
</tr>
</tbody>
</table>

The Friends of the Paint Creek Trail group was formed in 2010 and provides 501(c)(3) non-profit support to the Paint Creek Trailways Commission. Their volunteers organize events on behalf of the Commission, and hold various fundraisers and fundraising events throughout
the year. Visit their website at www.paintcreektrailfriends.org for more information about the group and its various projects to support the Trail.

In 2016, three area Girl Scouts raised funds to establish an Adopt-a-Trail program on the Paint Creek Trail in order to earn their Girl Scout Silver Award. The program allows community and civic organizations as well as private businesses and individuals to contribute towards the effort of maintaining a cleaner and more beautiful Trail. Volunteers commit to adopting their section of the Trail for two years. Two Adopt-a-Trail workdays are held annually, one in the spring and other in the fall, where volunteers pick up litter and recyclables along their designated section of the Trail. There are eight segments of the Trail available for adoption by volunteer groups. Presently, there is a waiting list of groups interested in participating in the program.

The Trailways Commission and Member Communities appreciate these community-inspired efforts, and continue to encourage groups to work with the Trail Manager in the development of such projects. In particular, several communities have turned to local Scouts and others volunteers for small development and maintenance projects. Not only do these projects serve to enhance the Paint Creek Trail’s beauty and usefulness, but they empower community volunteers to take pride and a sense of ownership in the Paint Creek Trail.

The Trailways Commission is able to communicate with citizens and trail users through the Commission website, social media, mailings, Member Community newsletters, and an email list that is used to recruit volunteers and promote trail events. All of these modes of communication continue to be effective ways to provide information to the communities served by the Trail and to receive input and suggestions regarding trail management and events from our users and stakeholders.

F. Relationship between the Trailways Commission and Recreation Departments in each community

When the Trailways Commission was established in 1981, the Member Communities agreed to maintain their portion of the Trail on behalf of the Commission, to keep costs low and utilize resources already in place. Each community mows, repairs surface, removes downed trees, trims trees and brush, maintains parking lots, and inspects the trail bridges within its boundaries. Maintenance is the responsibility of either the parks and recreation department or department of public works in each community. The Trailways Commission staff conducts
monthly inspections and provides reports to each parks or public works department, and contacts each when there are emergency maintenance situations. In addition, the Trailways Commission coordinates with each parks and recreation department for all trail improvement projects within their jurisdiction.

The grant agreement with the State of Michigan for the purchase of the Paint Creek Trail requires that the Paint Creek Trail use be regulated and that the Paint Creek Trail be adequately maintained and regulations enforced by the owner, the Paint Creek Trailways Commission. In addition, it requires the adoption of ordinances to effectuate these terms. A “Uniform Trailways Ordinance” was developed by the Commission and was adopted by each of the member communities in 1983. In 2012, the Trailways Commission revised their ordinances, and began the process of gaining approval from the member communities for requested revisions. Many of these regulations are posted on directional signs along the Paint Creek Trail and in full on the Trailways Commission’s website. In recognition of the liabilities of ownership, the Trailways Commission has continued to maintain its own insurance coverage beyond that already included in the insurance policies of the four voting member communities.

Initially, the motorized vehicle ban was the focus of ordinance enforcement on the Paint Creek Trail, with local police being called to remove snowmobiles, motorcycles and other violators, particularly in the evening hours. As the Paint Creek Trail became more developed and continuously used, there has been a significant decrease in motorized vehicles and other violations of the Trailways Ordinance. The Commission maintains that legitimate trail use is still the best way to preserve trail safety. The Commission also relies on the adjacent landowners to report any suspicious activities or ordinance violations.

From 1990-2002, Oakland County Sheriff’s Mounted Division provided voluntary horseback patrol of the Trail from May through October of each year to help enforce the Uniform Trailways Ordinances. Since 2004, the Trailways Commission, through financial contributions from our Member Communities, has contracted with the Sheriff’s office for Mounted Patrol Services. In 1998, the Trailways Commission explored and created the use of a part-time bicycle patrol, in part, as an effective means of enforcing the uniform ordinances. The Bike patroller is responsible for reminding Trail users of the Uniform Trailways Ordinances, as well as maintenance inspections, public relations, and offering limited mechanical assistance to bicycle users.
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: 2019 Resurfacing Project
Date: April 16, 2019

As you may recall, we originally intended for the resurfacing project to be advertised in December 2018 with a bid opening in January 2019. Numerous delays, changes and lack of responsiveness from Mannik Smith led to this being delayed several months. Earlier this month, Mindy Milos-Dale and I became concerned about the quality of the documents and specifications we had received from Mannik Smith after more thoroughly reviewing them. Based upon these concerns, we contacted the Community Relations liaison at MSG and detailed our issues with the documents and the lack of communication from Mannik Smith to our inquiries and requests. Following our conversation, Mannik Smith assigned a new engineer to the project and quickly instituted action to remedy the situation.

In the last week, engineers from Mannik Smith have visited the Trail twice. Once on April 4th, where engineer Chris Zangara spent the whole day on the Trail with myself, Chris Gray, Mindy Milos-Dale and Doug Caruso from OPR taking photographs and detailed notes on areas of concern. During the second visit, on April 10th, MSG performed final inspection of the Trail in order to verify the updated plans, quantities and estimates.

Mannik Smith plans to provide drawings, specifications, and estimates on April 11th for our review. We will then forward the documents to the communities and schedule a meeting with Mannik Smith, PCT and representatives from each Member Community the week of April 15th to discuss any concerns or comments regarding the documents.

Following the meeting, the bid package will be submitted to Rochester Hills for advertisement.
COST PARTICIPATION AGREEMENT
Paint Creek Trailway Resurfacing Project
Bear Creek Nature Park Trails

This Agreement, made and entered into this _____ day of _________________, 2019, by and between the Oakland Township Parks and Recreation Commission, hereinafter referred to as the “OTPRC”, and the Paint Creek Trailways Commission, hereinafter referred to as the “PCTC”, provides as follows:

WHEREAS, the Paint Creek Trailway is operated and maintained by the PCTC with OTPRC being one of the participating units; and

WHEREAS, PCTC has programmed and is in the process of bidding out a contract for resurfacing of the entire Paint Creek Trailway (the “RESURFACING PROJECT CONTRACT”), which is estimated to involve approximately $460,000 in costs; and

WHEREAS, OTPRC operates and maintains certain trails that are located within the Bear Creek Nature Park (“BCNP TRAILS”), which are constructed of the same limestone aggregate as the Paint Creek Trailway, but are operated and maintained separately by the OTPRC; and

WHEREAS, PCTC and OTPRC have agreed to include as part of the RESURFACING PROJECT CONTRACT the resurfacing of the BCNP TRAILS, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is $25,000; and

WHEREAS, PCTC and OTPRC have reached a mutual understanding regarding inclusion of and payment for the PROJECT under and through the overall RESURFACING PROJECT CONTRACT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between PCTC and OTPRC that:
1. OTPRC authorizes PCTC, and PCTC agrees to cause its contractor(s) to perform and complete the PROJECT, along with all administration in reference thereto, under and in conformance with the RESURFACING PROJECT CONTRACT, which contract and its terms and specifications have been reviewed by and are acceptable to OTPRC, subject to the terms and conditions of this Agreement.

2. PCTC shall send an invoice to OTPRC for the total PROJECT cost after completion. Said invoice shall be sent to Oakland Township Parks and Recreation Commission, Attn: OTPRC Director, 4393 Collins Road, Rochester, Michigan, 48306. OTPRC shall remit payment in full within forty-five (45) days of receiving said invoice.

3. PCTC and OTPRC agree to the following terms and conditions of this Agreement relative to the performance, coordination and inclusion of the BCNP TRAILS resurfacing work under the RESURFACING PROJECT AGREEMENT:

   (a) PCTC, its contractor(s), and OTPRC shall coordinate and agree upon the dates for undertaking and completing the PROJECT at least thirty (30) days prior to commencement of any PROJECT work so as to avoid conflicts and interference with scheduled OTPRC programs and events within the BCNP.

   (b) Under the RESURFACING PROJECT CONTRACT, PCTC will be named as the beneficiary of the following bonds: bid bond, performance bond, labor and materials bond, and maintenance and guarantee bond (jointly, the “BONDS”). The BONDS shall include and cover the work to be performed on the PROJECT. PCTC agrees to exercise its rights under the BONDS relative to the work to be performed in the BCNP if reasonably requested to do so by the OTPRC and PCTC will pay any proceeds from such bonds, relating to such Project work, to OTPRC and/or coordinate completion/correction of the Project work as necessary in such instances.

   (c) Under the RESURFACING PROJECT CONTRACT, PCTC is or will be named as the “owner” for purposes of the contractual relationship and interaction with the contractor, but it is or shall be disclosed in said contract that the BCNP TRAILS
portions of the RESURFACING PROJECT CONTRACT are located on property that is actually owned and operated by the Charter Township of Oakland and OTPRC, which are third-party beneficiaries of said contract relative to such portions of the overall resurfacing project.

(d) With respect to provisions of the RESURFACING PROJECT CONTRACT relating to the contractor’s and subcontractors’ indemnification and insurance, OTPRC is or shall be named and included as an indemnified, held harmless, released and additionally insured party relative to the work to be performed on the BCNP TRAILS.

(e) The provisions of the RESURFACING PROJECT CONTRACT relating to inspections and acceptance of work, OTPRC is or shall be named and included as having the same inspection and acceptance rights as PCTC relative to the work to be performed on the BCNP TRAILS.

(f) The RESURFACING PROJECT CONTRACT shall not include any provisions allowing a contractor or subcontractor to place liens of any kind on or against the BCNP property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

PAINT CREEK TRAILWAYS COMMISSION
By_________________________________________
Its_________________________________________

OAKLAND TOWNSHIP PARKS AND RECREATION COMMISSION
By_________________________________________
Its_________________________________________
Paint Creek Trailways Commission  
Application for Temporary Use Permit

Name of Applicant/Organization:  Aaron Palaian - Onurmark Productions DBA Lake Orion Challenge  
Address:  3735 Rolling Hills Road  
City/State/Zip:  Lake Orion, Michigan 48359  
Phone:  (248) 466-4907  
Fax:  

Type of Organization:  X For-Profit  
Non-Profit with 501(c)(3) status  
Unofficial Non-Profit or Informal Fundraising Group

Contact Person Name:  Aaron Palaian  
Address:  3735 Rolling Hills Road  
City / State / Zip Code:  Lake Orion, Michigan 48359  
Phone:  (248) 466-4907  
Fax:  

Email Address:  aaron@onurmark.net

1. Name of Event or Project:  Lake Orion Challenge (Paddle/Bike/Run)

2. Is this the first time your event will be held on the Trail?  X Yes  
No  
If not, when was the last time your event was held on the Trail?  

3. Describe intended use:  The cycling portion of our 3-sport event, if approved, will take place on the paint creek trail starting in Lake Orion and turning around at the Parks and Rec building before crossing Gallagher. 250 people or less. Riders on right side of trail. Trails remain open for public use. We would like to put warning signs out about a week before though.

4. Date of Event:  Saturday, October 5, 2019

5. Rain Date (if any):  None

Start Time:  8:00am Bike Start  End Time:  11:00am (most likely 10am-10:30am)

6. Onsite Contact, Day of the Event:  Aaron Palaian  
(248) 466-4907

7. Is entire Trail (from Rochester to Lake Orion) to be used for event or project?  If not, specify nearest cross streets to start and end points.  
No. The section from the Village of Lake Orion to Gallagher Rd parking lot on the north side of the street.

Specific Detail on Route or Locations:  If attaching map or drawing, check this box:  X  
attached.

8. How many participants are expected?  250 max first year

9. Signs/Banners/Advertising on the Trail?  X Yes  
No  
(All trail signage and locations must be approved by the Trailways Commission)
10. Applicant is required to complete and return the “Paint Creek Trail Temporary Use Permit Report Form” to the Commission within 30 days after the approved event.

11. The Paint Creek Trail is a non-motorized trail. If motorized access is absolutely required, please contact the Trail Manager.

TERMS of the PERMIT

1. The permit is issued for the dates and times listed above and for the purposes authorized and for no others. THE PERMIT CAN BE TERMINATED BY REPRESENTATIVES OF THE TRAILWAYS COMMISSION AT ANY TIME, WITHOUT NOTICE AND WITHOUT CAUSE. The permit holder agrees that in the event his/her permit is terminated, he/she will leave the Trail property and will have no claim against the Commission or any of its representatives.

2. The permit holder agrees and understands that this permit is not and shall not create a lease, easement, or other rights not specifically identified in this document. No changes are allowed unless submitted and approved in writing. THE PERMIT HOLDER CANNOT ASSIGN THIS PERMIT TO ANY ONE ELSE.

3. The Commission shall not be liable to the permit holder or anyone authorized under the permit for any loss, injury, or damage to persons or property while they are on or around trail property. All motor vehicles approved for use must be insured. The permit holder agrees to hold the Commission, governments, and representatives harmless and shall indemnify and defend them from all losses, injury, damage, or claims by anyone for any reason caused by or growing out of the use of this permit or activities authorized by this permit.

4. The permit holder must conform to all federal, state, and local laws, ordinances, rules and regulations. The permit holder may be required to obtain other governmental permits, or authorization of neighboring property owners, and if so, must do so at his/her own expense.

5. Notices, if any are needed, shall be sufficient if mailed by ordinary mail to the permit holder at the address above.

6. Permit holder or organization representative shall show identification and copy of the permit if requested to do so by a law enforcement officer, community representative, or commission representative.

THE UNDERSIGNED AGREES TO THE ABOVE TERMS:

Signature of Applicant/Contact: ____________________________
Print or Type Name: ____________________________ Date: ____________

Return Completed Application and supporting documents to:

Paint Creek Trailways Commission
Attn: Temporary Permit Processing
4393 Collins Road
Rochester, MI 48306

Date Application Received: ____________ Amount Received: ____________
Date Insurance Received: ____________
Commission Approval Date: ____________ or Administrative Approval Date: ____________
BIKE COURSE ZOOMED IN VIEW OF START/FINISH AREA.
BIKE COURSE TURNAROUND AREA.
TRANSPORTATION ALTERNATIVES PROGRAM
CONSTRUCTION WORK AGREEMENT
ROAD COMMISSION FOR OAKLAND COUNTY – PAINT CREEK TRAILWAYS
COMMISSION

This Agreement, dated as of the____ day of________, 2019, between the Road Commission for Oakland County, a Michigan statutory public body corporate, with administrative offices at 31001 Lahser Road, Beverly Hills, MI 48025, (hereinafter “RCOC”), and the Paint Creek Trailways Commission, a Michigan public corporation, with offices at 4393 Collins Road, Rochester, MI 48306 (hereinafter “PCTC”), provides as follows:

WHEREAS, PCTC intends to undertake bridge construction along the Paint Creek Trail, a non-motorized trail (“Trailway”), said bridge construction to be done between Dutton and Silverbell Roads in Oakland Township (“Project”); and

WHEREAS, the Michigan Department of Transportation (hereinafter “MDOT”) has made Federal funds available from Transportation Alternatives Program for said Project; and

WHEREAS, PCTC has requested that the RCOC, as the local road agency in the County of Oakland, act as requesting party for said Federal funds and enter into an agreement with MDOT as required for the Project; and

WHEREAS, the Project is further described as follows:

Non-motorized bridge construction work along Paint Creek Trail, located between Dutton Road and Silverbell Road; and all together with necessary related work.

WHEREAS, it is the intent of the parties hereto that the RCOC act as “Requesting Party” for a contract between MDOT and the RCOC for the Project, and that PCTC shall be responsible for the local match requirements and all other costs required for the Project; and that PCTC shall be responsible for maintenance of the right of way, the Trailway and landscaping after construction of the Project is complete;
NOW, THEREFORE, in consideration of the mutual benefits set forth herein, it is agreed between the parties hereto:

1. MDOT Contract

   The RCOC, as Requesting Party, shall enter into Contract #18-5182 with MDOT to obtain Federal funding for the Project (the "Contract") (Exhibit A).

2. PCTC Duties

   PCTC shall perform or cause to be performed, the construction for the Project as indicated on MDOT work authorizations to be issued as set forth in the Contract.

3. RCOC Duties

   The RCOC shall assume the administrative duties of coordinating approvals from MDOT, requesting reimbursement from MDOT, receiving funds, and other contract administrative duties as may be required.

4. Project Cost

   "Project Cost" is defined as costs necessary for the performance of Project work, including bids, appraisals, and legal fees and costs.

   A. It is estimated that the Project Cost for reimbursable work will be Six Hundred Seventy Thousand Three Hundred Twenty-Eight Dollars ($670,328.00), as shown in Exhibit B attached hereto. Federal funds are anticipated to be provided for eligible items at a participation ratio of approximately 81.85% of total Project Cost, up to an amount not to exceed Three Hundred Thousand Dollars ($300,000.00). The balance of the unpaid Project Cost, approximately Three Hundred Seventy Thousand Three Hundred Twenty-Eight Dollars ($370,328.00) shall be paid by PCTC.

   B. Any items of Project Cost not reimbursed by Federal funds, which may be disallowed after audit, shall be reimbursed to the RCOC by PCTC.

   C. PCTC agrees that the costs reported to the RCOC for this Agreement will represent only those items that are properly chargeable in accordance with MDOT Contract #18-5182. PCTC also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. Responsibility for Costs
A. PCTC shall be responsible for all non-reimbursable costs. Such costs may include, but
not be limited to, preliminary engineering, and cost overruns or unanticipated costs,
should they occur.

B. The RCOC shall assume only the administrative costs of obtaining approvals from
MDOT, requesting reimbursement from MDOT, invoicing PCTC and receiving PCTC
funds.

6. RCOC Status

It is the intent of the parties that the RCOC shall not be responsible for Project Costs,
whether reimbursable or non-reimbursable except as set forth in subsection 5B above.

7. Design Approval

The plans, specifications and estimates for the Project are subject to approval by MDOT.
PCTC shall certify to the RCOC that the plans, specifications and estimates have been prepared
in compliance with applicable state and federal regulations.

8. Project Completion

In the event that actual construction on the Project is not undertaken by the close of the
twentieth fiscal year following the fiscal year in which the FHWA and MDOT project contract
covering the Project Work is executed, PCTC will be required to repay to the RCOC for
forwarding to MDOT all monies distributed as the Federal contribution to the Project Cost.

9. Invoicing and Payment

Upon execution of this Agreement, PCTC shall pay to the RCOC the estimated local share of
Three Hundred Seventy Thousand Three Hundred Twenty-Eight Dollars ($370,328.00), as
indicated on Exhibit B hereto. Final costs will be determined and adjusted after final audit of the
Project Cost, and RCOC will invoice PCTC for any amounts paid by RCOC in excess of Three
Hundred Seventy Thousand Three Hundred Twenty-Eight Dollars ($370,328.00). PCTC shall
pay invoiced amounts within thirty (30) days of receipt of invoice from RCOC.

10. Compliance with Regulations and Laws

A. All work will be performed in accordance with the Procedure Manual of MDOT Real
   Estate Division. Variations from the procedures within the Manual will be developed in
   cooperation with MDOT.
Reimbursement for right-of-way acquisition, if any, will be governed by 23 CFR, Subchapter H, Part 710, Subparts B and E, and other applicable directives of the FHWA.

Procedures for relocation assistance, if necessary, will conform to the requirements set forth in 49 CFR, Part 24, and other applicable directives of the FHWA.

Disposal of any right-of-way acquired as the Project will conform to the requirements set forth in 23 CFR, Subchapter H, Subpart D, disposal of Right-of-Way, and other applicable directives of the FHWA.

B. PCTC, in carrying out its duties pursuant to this Agreement, shall comply with, and shall require its contractors and consultants, to comply with all applicable state, federal and local statutes and regulations, including historical preservation and environmental statutes and regulations, and the provisions of the MDOT Contract (Exhibit A), particularly Part II of said Contract.

C. In connection with the performance of Project work under this Agreement, the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.R.F. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Agreement.

D. The parties hereto further agree that they accept MDOT's Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE/MBE/WBE) Program with respect to the Project and will abide by the provisions set forth in Appendix "C", attached hereto and made part hereof, being an excerpt from Title 49 C.F.R. Part 26, more specifically 26.13(a) and (b).

11. MDOT Specification Applicability
Work performed, materials furnished and used, and plans and specifications shall conform to the Michigan Department of Transportation Standard Specifications for Construction, Special Provisions and Supplemental Specifications, as they may be applicable.

12. Records Retention – Audit

A. PCTC shall maintain accurate records and accounts relative to the costs of the Project. Said accounts shall be retained for a period of three (3) years after final contractor payment by the RCOC and shall be available for audit by the RCOC, MDOT and FHWA.

B. PCTC shall require any subcontractors and subconsultants it may employ for the Project to comply with this provision.

C. PCTC shall reimburse the RCOC for any disallowed funds within 30 days of invoice by the RCOC.

13. Responsibility for Trailway

It is understood that PCTC will have jurisdiction of and assume the responsibility of maintenance of the Trailway. The RCOC shall not be responsible for or liable for the Trailway or the bridge constructed as part of the Project, including any maintenance thereof.

14. Responsibility for Design

PCTC accepts full responsibility for the design of the Project. The RCOC shall have no responsibility for the design of the Project. Any reviews undertaken by the RCOC are for its own purposes and do not release the party with jurisdiction of liability for claims, causes of actions or judgments arising out of this Agreement, the Project or the Trailway.

15. Governmental Immunity — Scope of Contract

A. It is declared that the work to be performed under this Agreement is a governmental function. It is the intention of the parties hereto that this Agreement shall not, in any manner, be construed to waive the defense of governmental immunity, which the RCOC, MDOT, and PCTC possess prior to the execution of this Agreement.

B. It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

C. The RCOC's sole reason for entering into this contract is to enable PCTC to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.
Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the RCOC pursuant to the terms of this Agreement are done to assist PCTC in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the RCOC shall not relieve PCTC of its ultimate control and shall not be construed as a warranty of propriety or that the RCOC is assuming any liability, control or responsibility for the installations, Trailway, or bridge constructed as part of the Project.

The providing of recommendations or advice by the RCOC does not relieve PCTC of its exclusive responsibility for any of the installations and any responsibility they may have under MCL 691.1402, MSA 3.996(102).

16. MDOT Contract

The duties set forth in this Agreement are subject to execution of MDOT Contract #18-5182 between MDOT and the RCOC concerning the Project, its funding and maintenance.

17. Notices

Notices for the purposes set forth in this contract are to be delivered to the following:

<table>
<thead>
<tr>
<th>RCOC</th>
<th>PCTC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Noechel</td>
<td>Melissa M. Ford</td>
</tr>
<tr>
<td>Programming Manager</td>
<td>Trail Manager</td>
</tr>
<tr>
<td>Road Commission for Oakland County</td>
<td>Paint Creek Trailways Commission</td>
</tr>
<tr>
<td>31001 Lahser Road</td>
<td>4393 Collins Road</td>
</tr>
<tr>
<td>Beverly Hills, MI 48025</td>
<td>Rochester, MI 48306</td>
</tr>
</tbody>
</table>

18. Funding

PCTC represents and warrants to the RCOC that it has sufficient funds available to pay its obligations under this Agreement.

ROAD COMMISSION FOR OAKLAND COUNTY

By: ____________________________________________
    Dennis G. Kolar

Its: ____________________________________________
    Managing Director
PAINT CREEK TRAILWAYS COMMISSION

By: ______________________________

Its: ______________________________
EXHIBIT B

Estimated Reimbursable Costs $ 670,328.00

Federal Funding at the lesser of $300,000* or 81.85 % $ 300,000.00

Estimated Local Share
to be paid by the PCTC $ 370,328.00

* Federal Funds are limited to this amount.
Exhibit A - Page 1 of 30

TAP DA
Control Section TAU 63459
Job Number 132568A
Project 1800(584)
CFDA No. 20.205 (Highway Research Planning & Construction)
Contract No. 18-5182

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of JUN 01 2018, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the ROAD COMMISSION FOR THE COUNTY OF OAKLAND, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Oakland County, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "T", dated April 4, 2018, attached hereto and made a part hereof:

Non-motorized bridge construction work along Paint Creek Trail, located between Dutton Road and Silverbell Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.
NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

(2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

(3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $300,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY’s share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.
On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Basement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(b); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.
The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.
The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insured. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.
19. This contract shall become binding on the parties hereto and of full force and
effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the
adoption of the necessary resolutions approving said contract and authorizing the signatures
thereto of the respective officials of the REQUESTING PARTY, a certified copy of which
resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the
day and year first above written.

ROAD COMMISSION FOR THE
COUNTY OF OAKLAND

By
Title: Managing Director

By
Title: ___________________________

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By
Title: Director MDOT

Bradley C. Wieserich

[Signatures and dates]

[Notary stamp]

APPROVED:
MO
EOC Legal Dept.
5/4/2016

09/06/90 STPLSTAP FOR 4/5/2018
EXHIBIT I

CONTROL SECTION  TAU 63459
JOB NUMBER  132568A
PROJECT  1800(584)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost  $580,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST  $580,000
Less Federal Funds*  $300,000
BALANCE (REQUESTING PARTY'S SHARE)  $280,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT
WHEREAS, this Board, in cooperation with the Michigan Department of Transportation, has programmed the non-motorized bridge construction work along Paint Creek Trail between Dutton Road and Silver Bell Road, in the Charter Township of Oakland, as Road Commission for Oakland County Project No. 53664; and

WHEREAS, this Board has received Michigan Department of Transportation Contract No. 18-5162 for:

Non-motorized bridge construction work along Paint Creek Trail, located between Dutton Road and Silver Bell Road; and all together with necessary related work.

WHEREAS, paragraph 19 of Contract No. 18-5162 states:

"This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract."

NOW, THEREFORE, BE IT RESOLVED that this Board approves Michigan Department of Transportation Contract No. 18-5162 for the non-motorized bridge construction work along Paint Creek Trail between Dutton Road and Silver Bell Road, in the Charter Township of Oakland, Oakland County, Michigan; and by this resolution authorizes the Managing Director to execute the contract on behalf of the Board.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Road Commissioners of the County of Oakland, State of Michigan, under date of May 24, 2018

[Signature]

Shannon J. Miller
Deputy-Secretary/Clerr of the Board
PART II

STANDARD AGREEMENT PROVISIONS

SECTION I  COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II  PROJECT ADMINISTRATION AND SUPERVISION

SECTION III  ACCOUNTING AND BILLING

SECTION IV  MAINTENANCE AND OPERATION

SECTION V  SPECIAL PROGRAM AND PROJECT CONDITIONS
SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering
   a. FAPG (6012.1): Preliminary Engineering
   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
   c. FAPG (23 CFR 635A): Contract Procedures
   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments- Allowable Costs

2. Construction
   a. FAPG (23 CFR 140B): Administrative Settlement Costs-Contract Claims
   b. FAPG (23 CFR 140B): Construction Engineering Costs
   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
   d. FAPG (23 CFR 635A): Contract Procedures
   e. FAPG (23 CFR 635B): Force Account Construction
   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 1400); Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In accordance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.
SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 49 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department’s final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the “Small Purchase Procedures” FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor’s qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1988 PA 259, Subsection 2001, MCL 339.3001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirements and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.
SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate
arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1991 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.
The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
   Accounting Service Center
   Hannah Building
   608 Allegan Street
   Lenzaing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final
or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY's share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT insurseries portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART L.
SECTION IV
MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

03-15-93
B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.
SECTION V
SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 89-382, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.
APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself; and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011
Appendix B
Title VI Assurance

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. Compliance with Regulations: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and lease of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or lease of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

a. Withholding payments to the contractor until the contractor complies; and/or

b. Canceling, terminating, or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

_Revised June 2011_
APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1801 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
EXHIBIT B

Estimated Reimbursable Costs $670,328.00

Federal Funding at the lesser of $300,000* or 81.85 % $300,000.00

Estimated Local Share to be paid by the PCTC $370,328.00

* Federal Funds are limited to this amount.
APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Public Act 433 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinafter set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers’ representative of the contractor’s commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also effect information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor’s books, records, and accounts by the Michigan Civil Rights Commission and its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may also order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and agencies, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission, in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011
APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
   a. Withholding payments to the contractor until the contractor complies; and/or
   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of materials or leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX B
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APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

June 2011
This OAKLAND COUNTY SHERIFF’S OFFICE 2019-2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH PAINT CREEK TRAILWAYS COMMISSION (“CONTRACT”) is made and entered into between the PAINT CREEK TRAILWAYS COMMISSION, a public corporation, whose address is 4393 Collins Road, Rochester, Michigan, 48306 (“COMMISSION”) and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 N. Telegraph Road, Pontiac, Michigan, 48341 (“COUNTY”). The COUNTY is also represented in this CONTRACT by the OAKLAND COUNTY SHERIFF, Michael J. Bouchard, in his official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 E., Pontiac, Michigan 48341 (“SHERIFF”). In this CONTRACT, when the COUNTY and SHERIFF are referred to jointly and collectively they will be referred to as the “OAKLAND COUNTY SHERIFF’S OFFICE (“O.C.S.O.”).

INTRODUCTION:

A. The COMMISSION is a public corporation, created pursuant to MCL 124.501, for the purpose of owning, exercising right of dominion over, developing, providing, maintaining and operating certain non-motorized public trails for recreational use known as the PAINT CREEK TRAIL.

B. The COMMISSION has the authority to contract with other governmental units, including the COUNTY, to carry out COMMISSION functions or fulfill COMMISSION obligations including, but not limited to, public safety.

C. The O.C.S.O. is authorized to provide LAW ENFORCEMENT SERVICES within Oakland County, but absent an agreement such as this, the Sheriff has only a limited responsibility for law enforcement activities at PAINT CREEK TRAIL and is not required to assign any specific number(s) or rank(s) of DEPUTIES to provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL.

D. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq, the COMMISSION and the O.C.S.O. may enter into an agreement where the O.C.S.O. would provide additional LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL.

E. The COMMISSION seeks such an agreement with the O.C.S.O., whereby O.C.S.O. DEPUTIES would provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL.

F. The O.C.S.O. is agreeable to providing DEPUTIES for supplemental LAW ENFORCEMENT SERVICES pursuant to the terms and conditions of this CONTRACT, provided that such LAW ENFORCEMENT SERVICES do not: (a) impair or interfere with the O.C.S.O.’s ability to meet its other law enforcement responsibilities (b) result in any O.C.S.O. loss of operational efficiency or readiness; and/or (c) result in the assumption of any additional liability or any increased financial burden by County taxpayers.
THEREFORE, it is mutually agreed as follows:

1. **DEFINITIONS:** In addition to the terms "COUNTY," "SHERIFF," "OAKLAND COUNTY SHERIFF'S OFFICE," and "COMMISSION," which are defined in the CONTRACT, the following terms are also defined terms under this CONTRACT and its Attachments, and shall be defined, read, and interpreted as follows:

   a. "LAW ENFORCEMENT SERVICES" shall be defined to include the responsibility for the prevention and detection of crime and the enforcement of the general criminal laws of this state and the motor vehicle and traffic laws of this state, including, but not limited to, road patrol, crime detection, crime prevention, and criminal apprehension, as well as any necessary supervision of the staffing provided under this CONTRACT, and/or response to any emergency or non-emergency which, in the sole judgment of any DEPUTY, appears to require the presence, attention, or services of any DEPUTY to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or accidental injury, and related law enforcement functions as authorized and/or mandated by law. Additional O.C.S.O. support services such as the Marine Division, Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein, are not part of the LAW ENFORCEMENT SERVICES contemplated under the scope of this CONTRACT. However, such O.C.S.O support services shall continue to be made available, at no additional cost to the COMMISSION, to the Commission to the same extent that the O.C.S.O. continues to make such O.C.S.O. support services available, at no additional charge, to all other communities within Oakland County. LAW ENFORCEMENT SERVICES shall **NOT** include any responsibility or job duty of the COMMISSION or any COMMISSION AGENT(S) including, but not limited to, gate attendants, ticket sellers, ticket takers, ushers, directors, supervisors, parking attendants, managers, nurses, emergency medical personnel or technicians, security guards, safety personnel, complaint adjusters, or any other plant, operational, or administrative personnel who perform any general crowd control and supervision functions, search any packages and/or patrons for objects such as bottles, cans, or weapons, remove any objectionable patrons, signs or displays, determine any person's admissibility to PAINT CREEK TRAIL, traffic control and supervision on COMMISSION owned and operated property, become involved in any dispute resolution with any COMMISSION AGENT(S) and/or any person attending PAINT CREEK TRAIL, or enforce any COMMISSION or PAINT CREEK TRAIL rule, policy, or regulation that does not involve the enforcement of the general criminal laws of this state.

   b. "PAINT CREEK TRAIL" shall be defined as the entire recreation area itself, including all improvements, appurtenant buildings and structures, as well as any interior rooms, control rooms, medical and first aid areas, hospitality areas, concession and novelty areas, security and control rooms, offices, closets, storage areas, lockers and rest rooms, and other enclosed areas and personal property or motor vehicles thereon, as well as all other private and personal property, and surrounding open spaces and lands that are owned, operated, or under the control or supervision of the COMMISSION.

   c. "CLAIM(S)" shall be defined to include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind that are imposed upon, incurred by, or asserted against a party.

   d. "COMMISSION AGENT(S)" shall be defined to include any and all COMMISSION officers, elected officials, appointed officials, directors, board members, employees, managers, departments, divisions, volunteers, agents, and representatives of the
COMMISSION, as well as any COMMISSION licensee, concessionaire, contractor, subcontractor, vendor, subsidiary, joint venturer or partner, and/or any such persons, successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them and/or the COMMISSION. COMMISSION AGENT(S) as defined in this CONTRACT shall also include any person who was a COMMISSION AGENT(S) at any time during the term of this CONTRACT but, for any reason, is no longer employed, appointed, or elected in their previous capacity.

e. "DEPUTY" or "DEPUTIES", whether or not preceded by the term SHERIFF or O.C.S.O., shall be defined to include the Undersheriff, any Major, Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Detective Sergeant, Part-Time Court Park Deputy, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the SHERIFF.

f. "COUNTY AGENT(S)" shall be defined to include the OAKLAND COUNTY SHERIFF, SHERIFF Michael J. Bouchard, and any and all other COUNTY elected and appointed officials, commissioners, officers, boards, committees, commissions, or their members, departments, divisions, trustees, volunteers, employees (including any DEPUTY or DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT(S) as defined in this CONTRACT shall also include any person who was a COUNTY AGENT(S) during the term of this CONTRACT but, for any reason, is no longer employed, appointed, or elected in their previous capacity.

2. To request LAW ENFORCEMENT SERVICES, the COMMISSION will submit to the SHERIFF a completed copy of Attachment A (PAINT CREEK TRAILWAYS COMMISSION’S REQUEST FOR LAW ENFORCEMENT SERVICES). The SHERIFF, subject to the terms of this CONTRACT, will assign O.C.S.O. DEPUTIES in the numbers and ranks set forth in Attachment A to provide the LAW ENFORCEMENT SERVICES contemplated under this CONTRACT at PAINT CREEK TRAIL.

3. Except as otherwise expressly provided for in the CONTRACT, any DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES at the PAINT CREEK TRAIL shall work, during those hours that the COMMISSION is being charged, only on PAINT CREEK TRAIL related LAW ENFORCEMENT SERVICES matters. The COMMISSION agrees, however, that whenever any DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES under this CONTRACT is not present at the PAINT CREEK TRAIL due to any of the reasons described in the following subparagraphs, such periods of time shall be included in and counted towards hours of LAW ENFORCEMENT SERVICES provided:

a. Appearance in any court or at any meeting with any other law enforcement agency, in connection with any prosecution or court appearance related to COMMISSION law enforcement activities.

b. Performance of any LAW ENFORCEMENT SERVICES for the COMMISSION which takes the DEPUTY away from the PAINT CREEK TRAIL.
c. Any time expended transporting any person arrested by any DEPUTY during the course of providing LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL to the Oakland County Jail in Pontiac, Michigan including any reasonable length of time spent at the Oakland County Jail by any DEPUTY while booking such person(s).

d. Any minimum call-in or overtime hours guaranteed to DEPUTIES under any applicable union or employment contract.

e. The performance of any LAW ENFORCEMENT SERVICES related duty or obligation which takes any DEPUTY away from the PAINT CREEK TRAIL but began or arose while any DEPUTY was providing LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL (e.g., hot pursuit, transporting a person for medical attention).

4. Subject to the SHERIFF’S absolute right to consolidate the assigned shifts of his DEPUTIES in order to concentrate law enforcement efforts to meet particular LAW ENFORCEMENT SERVICES priorities and needs, the SHERIFF shall assign DEPUTIES at PAINT CREEK TRAIL under this CONTRACT so as to provide the broadest possible coverage of LAW ENFORCEMENT SERVICES.

5. The COMMISSION agrees to pay the O.C.S.O. for each hour of each DEPUTY’S LAW ENFORCEMENT SERVICES rendered pursuant to this CONTRACT at the rates shown in Attachment B. In addition, the COMMISSION agrees to reimburse the O.C.S.O. for any and all overtime premiums incurred and paid by the O.C.S.O. in providing LAW ENFORCEMENT SERVICES to the COMMISSION at the PAINT CREEK TRAIL under the terms of this CONTRACT.

6. For every bi-weekly period of time (corresponding to established O.C.S.O. payroll periods) during which any DEPUTY rendered any LAW ENFORCEMENT SERVICES to the COMMISSION at the PAINT CREEK TRAIL pursuant to this CONTRACT, the O.C.S.O. shall prepare and send to the COMMISSION an invoice that sets forth the amount due for each DEPUTY’S services rendered during that bi-weekly period, plus any charges for additional hours of work, any overtime premiums incurred, and/or holiday pay during that bi-weekly billing period. The COMMISSION agrees to pay the COUNTY the full amount due on any such invoice within 30 days of the invoice date.

7. The COMMISSION has to its satisfaction examined the O.C.S.O.’s wage and cost structures and acknowledges and agrees that the reimbursement that the COMMISSION is to pay to the COUNTY under the terms of this CONTRACT is not intended to result in any net financial gain or profit for the COUNTY, but is established to guarantee that the O.C.S.O. is fully reimbursed for any and all salary costs, including overtime, and other related and necessary fringe benefit costs and expenses that the COUNTY is required to pay to, and on behalf of, any DEPUTIES, as well as the costs of equipment and supplies necessary to provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL under the terms of this CONTRACT.

8. The O.C.S.O. agrees that any O.C.S.O. payroll policies, payroll or attendance records, procedures, employment contracts, etc., applicable to the determination of the applicable costs and amounts that the COMMISSION is to reimburse and pay to the COUNTY pursuant to this CONTRACT shall be made available by appointment with the O.C.S.O. upon request for inspection by the COMMISSION.
9. The O.C.S.O. and the COMMISSION agree and acknowledge that the LAW ENFORCEMENT SERVICES activities provided for under the terms of this CONTRACT are strictly limited to those governmental law enforcement functions authorized by law and the LAW ENFORCEMENT SERVICES provided for under this CONTRACT are exclusively governmental activities and functions of the type and nature that would be normally supported by tax dollars, and that this CONTRACT simply acknowledges the unusual circumstances and increased law enforcement needs and demands created by the popularity of the PAINT CREEK TRAIL and the correspondingly increased financial burden on governmental law enforcement agencies as a result.

10. The COMMISSION acknowledges that, except as provided for under the terms of this CONTRACT, the SHERIFF has only a limited responsibility for law enforcement services at the PAINT CREEK TRAIL and is not otherwise required, except as provided herein, to assign any specific number(s) or rank(s) of O.C.S.O. DEPUTIES to provide LAW ENFORCEMENT SERVICES at the PAINT CREEK TRAIL.

11. The COMMISSION acknowledges and agrees that there may be circumstances beyond the SHERIFF’S control when the SHERIFF, in his sole discretion and judgment as to the prioritization of law enforcement resources, his overall evaluation of Oakland County’s immediate law enforcement needs, and his determination as to the allocation of O.C.S.O. law enforcement personnel at that time to best serve the citizens of Oakland County, the SHERIFF, and/or the O.C.S.O., may be unable to assign any or all of the DEPUTIES contemplated to provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL during the term of this CONTRACT. The COMMISSION acknowledges and agrees that this CONTRACT does not, and is not intended to, create either any absolute right in favor of the COMMISSION, or any corresponding absolute duty or obligation upon the SHERIFF or the O.C.S.O. to guarantee that any specified numbers or ranks of deputies will be present to provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL at any time. The COMMISSION acknowledges and agrees that the O.C.S.O’s good faith and reasonable efforts to cooperate with the COMMISSION in providing LAW ENFORCEMENT SERVICES and to develop the necessary schedules, budgets and plans to enable it to provide the numbers and ranks of DEPUTIES contemplated in Attachment B, and the promised professionalism of the O.C.S.O. in these regards as demonstrated throughout previous similar agreements, are appropriate and adequate consideration to justify the COMMISSION’s decision to enter into this CONTRACT.

12. The SHERIFF agrees that, in the event the SHERIFF is unable to provide any or all DEPUTIES contemplated in Attachment B at the PAINT CREEK TRAIL on any given day, he shall verbally communicate that fact to the COMMISSION as soon as such fact becomes reasonably known to him.

13. The SHERIFF and the COUNTY reserve to themselves any rights and obligation relating to the provision of any and all police and/or governmental law enforcement services, and this CONTRACT does not, and is not intended to, diminish, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of either the SHERIFF, the COUNTY, and/or any DEPUTY.

14. The COMMISSION and the O.C.S.O. agree that neither the O.C.S.O. nor any DEPUTY, by virtue of this CONTRACT or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the
COMMISSION, and further agree that, at all times and for all purposes under the terms of this CONTRACT, the O.C.S.O.’s and all DEPUTIES’ relationship to the COMMISSION shall be controlled and governed by the terms of this CONTRACT.

a. The COMMISSION agrees and warrants that, at all times and for all purposes relevant to this CONTRACT, the O.C.S.O. shall remain the sole and exclusive employer of all DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the direct payment to any DEPUTY of any DEPUTY’S wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers’ disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any DEPUTY’S status as an employee of the O.C.S.O.

b. The COMMISSION agrees and warrants that it shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual DEPUTY, except that any money paid directly to the COUNTY by the COMMISSION to reimburse the COUNTY for its costs pursuant to this CONTRACT shall not be deemed consideration paid by the COMMISSION to any DEPUTY.

c. The COMMISSION and the O.C.S.O. agree that this CONTRACT does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term(s) or condition(s) of employment, of any kind or nature whatsoever, in, upon, or for any DEPUTY and/or any DEPUTY’S agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable O.C.S.O. employment and/or union contract(s); (c) any level(s) or amount(s) of DEPUTY supervision, standard(s) of performance, training and education standard(s); and/or (d) any O.C.S.O. rule(s), regulation(s), hours of work, shift assignment(s), order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and/or all conduct and actions of all DEPUTIES.

d. The COMMISSION and the O.C.S.O. agree that this CONTRACT does not, and is not intended to, limit, modify, control, or otherwise affect in any manner the SHERIFF’s sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which in any way governs or controls any activity or the performance of any duty by any DEPUTY. The COMMISSION further agrees that this CONTRACT does not obligate or require the SHERIFF or the O.C.S.O. to change, alter, modify, use, or develop any different or special LAW ENFORCEMENT SERVICES policies, practices or procedures for use at PAINT CREEK TRAIL.
e. The COMMISSION agrees that this CONTRACT does not, and is not intended to include any O.C.S.O. warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the COMMISSION, any COMMISSION AGENT(S), or any person attending PAINT CREEK TRAIL, that any LAW ENFORCEMENT SERVICES provided by the O.C.S.O. under the terms and conditions of this CONTRACT will result in any specific reduction or prevention of any criminal activity at PAINT CREEK TRAIL, or any other such performance-based outcome, but only that the SHERIFF will make every reasonable effort to provide professional LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL, in accordance with generally accepted standards for LAW ENFORCEMENT SERVICES with the DEPUTIES contracted for in Attachment B.

f. Under the terms of this CONTRACT, the COMMISSION agrees and promises that no DEPUTY shall be asked or required to perform any services directly for the COMMISSION or otherwise be available to perform any other work or assignments from the COMMISSION or be expected to perform any acts other than governmental law enforcement functions or LAW ENFORCEMENT SERVICES, and that no DEPUTY shall be employed, in any manner or capacity, by the COMMISSION.

g. The COMMISSION agrees that neither the COMMISSION nor any COMMISSION AGENT(S) shall otherwise provide, furnish or assign any DEPUTY with any job instructions, job descriptions, job specifications, or job duties, tools, supplies, or equipment, or in any manner attempt to control, supervise, train, or direct any DEPUTY in the performance of any O.C.S.O. duty or obligation to provide LAW ENFORCEMENT SERVICES under the terms of this CONTRACT.

h. The SHERIFF shall designate one DEPUTY assigned to provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL under this CONTRACT as a "Communications Liaison" for the purpose of maintaining communications with the COMMISSION Chairperson. The COMMISSION Chairperson, or a designated COMMISSION AGENT(S), may contact the Communications Liaison to request, advise, or otherwise make the O.C.S.O. aware of particular LAW ENFORCEMENT SERVICES needs and services at PAINT CREEK TRAIL or to provide other relevant information. The COMMISSION Chairperson, or designated COMMISSION AGENT(S), may bring to the SHERIFF's attention any concerns regarding the assignment of any DEPUTY to PAINT CREEK TRAIL, however, the SHERIFF's decision on the assignment of any DEPUTY shall be final. The Communications Liaison DEPUTY shall, to the extent that any such communication would not interfere in an ongoing criminal investigation or prosecution, keep the COMMISSION Chairperson reasonably informed regarding criminal and/or law enforcement activities at PAINT CREEK TRAIL.

i. The COMMISSION and the O.C.S.O. agree that this CONTRACT does not, and is not intended to, limit, modify, control, or otherwise affect in any manner the SHERIFF'S complete and unilateral discretion of the SHERIFF to either continue or revoke the deputization of any DEPUTY, or any other person, who, in the SHERIFF'S sole judgment, he does not believe is qualified or otherwise fit to be a O.C.S.O. DEPUTY.
j. The COMMISSION and the O.C.S.O. agree that this CONTRACT does not, and is not intended to, limit, modify, control, or otherwise affect in any manner the O.C.S.O.’s complete and unilateral discretion, responsibility, and right, subject only to its collective bargaining agreements, to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any O.C.S.O. DEPUTY and/or pay any and all O.C.S.O. DEPUTY wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any O.C.S.O. DEPUTY with the OAKLAND COUNTY SHERIFF’S OFFICE.

k. The COMMISSION and the O.C.S.O. agree that the O.C.S.O. shall be solely and exclusively responsible for providing DEPUTIES with all necessary tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O. duty under the terms of this CONTRACT. The O.C.S.O. shall also be solely and exclusively responsible for any and all DEPUTIES’ business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc. In the event that the COMMISSION desires any special or additional personal property or equipment (e.g., cellular telephones, pagers, automobiles, motorcycles, etc.) be provided, at COMMISSION expense or otherwise, to any DEPUTY assigned to PAINT CREEK TRAIL, the COMMISSION shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided by the COMMISSION, shall be provided directly and exclusively to the O.C.S.O.

15. The COMMISSION agrees that this CONTRACT does not, and is not intended to, create by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit, and/or special right to O.C.S.O. LAW ENFORCEMENT SERVICES or governmental law enforcement protection in favor or to the benefit of any person beyond the O.C.S.O.’s and/or any DEPUTY’S governmental law enforcement officer duty, as established under existing law to the general public. The COMMISSION agrees that at all times, and for any and all purposes under this CONTRACT, the O.C.S.O. and/or any DEPUTY present at the PAINT CREEK TRAIL shall be present strictly and solely to perform LAW ENFORCEMENT SERVICES as authorized by law to and for the benefit of the general public, and under no circumstances shall the O.C.S.O. and/or any DEPUTY be obligated in any manner to undertake any activity or duty on behalf of the COMMISSION to provide any particular, direct, or specific service or benefit to or for the COMMISSION, any COMMISSION AGENT(S), or any patron or other person present at PAINT CREEK TRAIL.

16. The COMMISSION agrees that the CONTRACT does not, and is not intended to, transfer, delegate, or assign to the COUNTY, the SHERIFF, and/or any COUNTY AGENT(S) any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the PAINT CREEK TRAIL. The COMMISSION agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for any and all costs, obligations, and/or civil liabilities associated with owning and operating the PAINT CREEK TRAIL and/or permitting any person to use the PAINT CREEK TRAIL, including, but not limited to, the provision of any emergency medical treatment, rendering
any first aid or medical treatment facilities, providing or implementing any fire or emergency evacuation plans or procedures, providing for all basic crowd control, security services or obligations, safety functions, and/or any other activity associated with the normal operation of the PAINT CREEK TRAIL which is not expressly within the definition of LAW ENFORCEMENT SERVICES under the terms of this CONTRACT and which is not under the sole and exclusive control and direction of the O.C.S.O. The COMMISSION further agrees that it shall not reduce, eliminate, or otherwise fail to provide, in any way, the same number(s) and type(s) of security, emergency, or other personnel and/or the scope of security and emergency service(s) or protection(s) that the COMMISSION normally provides to any COMMISSION AGENT(S) or any person attending.

17. The COMMISSION agrees that no COMMISSION AGENT(S), either as a result of or arising out of any act(s) by any person in the performance of any duty under this CONTRACT, shall be considered or asserted to be an employee of the O.C.S.O. The COMMISSION agrees that it shall be solely and completely liable for any and all COMMISSION AGENT(S)' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, worker’s disability compensation benefits, unemployment compensation, social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any COMMISSION AGENT(S)' statutory, contractual, or constitutional rights by the COMMISSION, the COUNTY or any COUNTY AGENT(S)). The COMMISSION agrees to indemnify and hold harmless the COUNTY and/or any COUNTY AGENT(S) from and against any and all CLAIM(S) which are imposed upon, incurred by, or asserted against the COUNTY and/or any COUNTY AGENT(S) by any COMMISSION AGENT(S) which are based upon, result from, or arise from, or are in any way related to any COMMISSION AGENT(S)' wages, compensation, benefits, or other employment-related rights, including, but not limited to, those described in this Paragraph.

18. The COMMISSION agrees that it shall be solely and exclusively responsible, during the term of this CONTRACT, for guaranteeing that all COMMISSION AGENT(S) fully cooperate with all DEPUTIES in providing any LAW ENFORCEMENT SERVICES pursuant to this CONTRACT.

19. Each Party shall be responsible for any CLAIMS made against that party and for the acts of its Employees or AGENTS.

20. In any CLAIMS that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

21. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

22. This Agreement does not and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
23. Except as expressly provided herein, this CONTRACT does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, and/or right to be indemnified, or any other right of any kind, in favor of any person, organization, alleged third party beneficiary, or any right to be contractually, legally, equitably, or otherwise subrogated to any indemnification or any other right provided under the terms of this CONTRACT.

24. The COMMISSION agrees that it may not assign, delegate, contract, subcontract or otherwise, transfer, promise, commit, or loan any O.C.S.O.’s or any DEPUTY’S LAW ENFORCEMENT SERVICES or duties under this CONTRACT to any other person and/or public or private corporation, entity, or organization of any kind.

25. The COMMISSION represents and warrants that it has reviewed all of its current or proposed lease and licensing agreements with its patrons, concessionaires, promoters, vendors, and other persons who are or may become contractually involved with the COMMISSION for any events or activities at PAINT CREEK TRAIL, and hereby represents and warrants that the COMMISSION does not have, and will not in the future have, any other contractual agreement that will in any manner restrict, interfere with, or prohibit the COMMISSION, and COMMISSION AGENT(S), or any other person from complying with the COMMISSION’s obligations and duties as set forth in this CONTRACT.

26. The COMMISSION agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the COMMISSION becomes aware of which involves in any way the O.C.S.O. or any DEPUTY. The COMMISSION agrees to cooperate with the O.C.S.O. in any investigation conducted by the O.C.S.O into any act(s) or work performance of any DEPUTY.

27. Subject to the following Paragraph, this CONTRACT shall become effective on June 1, 2019, and shall remain in effect until it expires without any further act or notice being required of any party, at 11:59 p.m. on November 30, 2021. Either the COUNTY, the SHERIFF, or the COMMISSION may cancel this CONTRACT for any reason without incurring any penalty or liability to any party as a result, before its scheduled expiration, by delivering a written notice of cancellation of this CONTRACT to the other two parties at least thirty (30) days before the effective date of cancellation (which cancellation date shall be clearly stated in the notice), and at 11:59 P.M. on the stated effective date of cancellation, this CONTRACT shall be canceled.

28. This CONTRACT, and any subsequent amendments, shall not become effective prior to the approval by concurrent resolutions of the COUNTY Board of Commissioners and the COMMISSION Council. The approval and terms of the CONTRACT shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and COMMISSION Council and shall also be filed with the office of the Clerk for the COUNTY and the COMMISSION. In addition, this CONTRACT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

29. The parties shall send, by first class mail, or alternatively may deliver in person, any correspondence and written notices required or permitted by this CONTRACT to each of the signatories of this CONTRACT, or any signatory successor in office, to the addresses shown
in this CONTRACT. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service or delivered to such person’s office during normal business hours.

30. This CONTRACT is made and entered into the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this CONTRACT is intended to and, in all cases, shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. As used in this CONTRACT, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context to suggest or requires.

31. Absent an express written waiver, the failure of any party to pursue any right granted under this CONTRACT shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this CONTRACT. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power privilege.

32. The COUNTY, the SHERIFF, and the COMMISSION acknowledge that this CONTRACT shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.

33. This CONTRACT sets forth the entire agreement for increased LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL between the O.C.S.O. and the COMMISSION and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the O.C.S.O and the COMMISSION in any way related to the subject matter hereof, except as expressly stated herein. This CONTRACT shall not be changed or supplemented orally and may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and the COMMISSION Council.

34. For and in consideration of the mutual promises, acknowledgements, representations, and agreements set forth in this CONTRACT, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the COMMISSION hereby agree and promise to be bound by the terms and provisions of the CONTRACT.
IN WITNESS WHEREOF, DAVID BECKER, Chairperson, PAINT CREEK TRAILWAYS COMMISSION, hereby acknowledges that he has been authorized by the Commission to execute this Contract on behalf of the PAINT CREEK TRAILWAYS COMMISSION and hereby accepts and binds the COMMISSION to the terms and conditions of this CONTRACT on this ____________ day of _________________, 2019.

WITNESS:

PAINT CREEK TRAILWAYS COMMISSION

By:___________________________________ By:___________________________________
   DAVID BECKER, Chairperson

IN WITNESS WHEREOF, DAVID T. WOODWARD, Chairperson, OAKLAND COUNTY BOARD OF COMMISSIONERS, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the County of Oakland and hereby accepts and binds the County to the terms and conditions of this Agreement on this ___________ day of _________________, 2019.

WITNESS:

OAKLAND COUNTY BOARD OF COMMISSIONERS

By:___________________________________ By:___________________________________
   DAVID T. WOODWARD, Chairperson

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as OAKLAND COUNTY SHERIFF, a Michigan Constitutional Office, hereby concurs ad accepts the terms and conditions of this Agreement on this ________________ day of _________________, 2019.

WITNESS:

OAKLAND COUNTY SHERIFF

___________________________________ By:___________________________________
   MICHAEL J. BOUCHARD
ATTACHMENT A

PAINT CREEK TRAILWAYS COMMISSION’S REQUEST FOR LAW ENFORCEMENT SERVICES

TO:       Michael J. Bouchard, Oakland County Sheriff
OAKLAND COUNTY SHERIFF’S OFFICE
1200 N. Telegraph Road, Bldg. 38 East
ROYAL OAK, MI 48341-1044
Phone: (248)858-5001; Fax: (248)858-1806

FROM: David Becker, Chairperson (or designated representative)
PAINT CREEK TRAILWAYS COMMISSION
4393 Collins Road
Rochester, MI 48306
Phone: 248-651-9260; Fax: 248-601-0106

The COMMISSION, pursuant to the OAKLAND COUNTY SHERIFF’S OFFICE 2019-2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH PAINT CREEK TRAILWAYS COMMISSION requests that the SHERIFF provide LAW ENFORCEMENT SERVICES at PAINT CREEK TRAIL in accordance with the following:

Number of PTNE Mounted Deputies: ___________________________________

Number of PTNE Park Deputies - Bicycle: ______________________________

As needed

Duration:  Start Date ________________ End Date___________________

06/01/2019, 2020, 2021

10/31/2019, 2020, 2021

Number of Hours Each Day: _____________________________________________

8 hours

Total Number of Hours: 2019: not to exceed 507 hours or $9500; 2020, 2021: TBD

The undersigned acknowledges and affirms that he or she has been authorized by the PAINT CREEK TRAILWAYS COMMISSION to make this request and bind the COMMISSION to reimburse the COUNTY OF OAKLAND for any COUNTY COSTS incurred in response to preparing or assigning the above Number(s) and Rank(s) of SHERIFF’S DEPUTIES to provide DEPUTY SERVICES at PAINT CREEK TRAIL.

_________________________________________  Date:  ________________

DAVID BECKER, CHAIRPERSON
(or designated representative)
## ATTACHMENT B

### 2019-2021 Hourly Rates

<table>
<thead>
<tr>
<th>SHERIFF'S DEPUTY RANK (Job Classification)</th>
<th>Regular Hourly Rate 2019</th>
<th>Overtime Hourly Rate 2019</th>
<th>Regular Hourly Rate 2020</th>
<th>Overtime Hourly Rate 2020</th>
<th>Regular Hourly Rate 2021</th>
<th>Overtime Hourly Rate 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTNE Court Park Deputy - Bicycle</td>
<td>$24.09</td>
<td>$36.14</td>
<td>$24.57</td>
<td>$36.86</td>
<td>$25.06</td>
<td>$37.59</td>
</tr>
</tbody>
</table>
MEMO

To: Commissioners, Alternates & Staff  
From: Melissa Ford, Trail Manager  
Subject: National Trails Day Plans  
Date: April 16, 2019  

Chris Gray and I have been working with the Lake Orion DDA and the committee from the Clergy, Cops & Kids event to finalize plans for National Trails Day – Saturday, June 1, 2019.

The Lake Orion Police Department and the Lake Orion United Methodist Church will be holding their annual Clergy, Cops & Kids event from 2-10:30pm that day. We decided to coordinate our activities in order maximize attendance and resources for both events. The Clergy, Cops & Kids event will include a dragon pub with music, prizing, giveaways, games, crafts, kids and teen activities from 2-7 pm provided by Legacy 925, and a band from 8-10:30pm. All NTD attendees will be able to enjoy these events at no charge!

**Time:** NTD event will be from 1:00 – 4:00pm.  
**Location:** Headquarters at the municipal parking lot adjacent to Children’s Park in the Village of Lake Orion.  
**Branding/Theme:** National Trails Day on the Paint Creek Trail – Bike Safety.

**Schedule of Events:**

**1:00pm:** Welcome by Trail Manager & PCT Friends Group. The Friends Group will start prize wheel giveaways (primarily trail merchandise) and Master Plan surveys will be available for attendees to complete and receive a raffle ticket to be entered into a Grand Prize drawing at the conclusion of the event.

**1:10pm:** Lake Orion Police Bike Safety Demonstration.

**1:30pm:** Nondenominational blessing of the bikes by Rev. John Ball, Lake Orion United Methodist Church.

**1:45pm:** Family bike ride from Children’s Park to Clarkston/Kern and back.

**3:00pm:** People return from walk/ride. Kids coloring activity available. Encourage everyone to fill out the Master Plan survey for raffle ticket for Grand Prize drawing.

**3:45pm:** Grand Prize drawing

- Clergy, Cops & Kids committee has applied for proper permits.
- **We are still seeking sponsorship opportunities to offset the cost of the event.**
- Friends of PCT have provided $200 in sponsorship. They will be using the funds towards prizes for their prize wheel.
- Friends of PCT will have a table/booth at the event to hand out trail information and sell merchandise (shirts, hoodies).
Following the conclusion of scheduled NTD activities, the table continue to be setup with brochures and the remaining NTD promotional items until the conclusion of the activities portion of the Clergy, Cops & Kids event at 8pm.

### Proposed Budget
($500 allocated in 2019 PCT Operations Budget)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost for 100 quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facebooks/Instagram Ads</td>
<td>$35</td>
</tr>
<tr>
<td>Microphone/Sound System Fee</td>
<td>$50</td>
</tr>
<tr>
<td>NTD Promotional Item</td>
<td>$315</td>
</tr>
<tr>
<td>Grand Prize</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$500</strong></td>
</tr>
</tbody>
</table>

Suggested Promotional Items for National Trails Day event 2019:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost for 100 quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooling towel:</td>
<td>$2.65/each + $50 set up charge= $315.00</td>
</tr>
<tr>
<td>Bike bell:</td>
<td>$2.25/each + $55 set up charge= $392.50</td>
</tr>
<tr>
<td>Reusable straw:</td>
<td>$2.49/each +$40 set up charge= $289.00</td>
</tr>
</tbody>
</table>

**Staff choice: Cooling towel**
TO: Melissa Ford, Trail Manager  
Paint Creek Trailways Commission (PCTC) 
FROM: Barbara Barber, Historic Preservation Planner  
Historic District Commission (HDC) 
RE: Historical Signage on the Paint Creek Trail

The HDC has been looking at locations for signage, to educate people to share in our local history. With this being the current Bicentennial year, would the PCTC consider having a sign on the Paint Creek Trail at or near the location of Dutton and Livernois Roads, commemorating the first land purchase March 16, 1819. Below is some of the history that would be relevant to include on the sign, possibly more information on the early settlers coming here to build dams on the Paint Creek. The sign would conform to your specifications and placement, possibly a single post with 18” x 24” angled full-color sign.

Photo image of Ben Woodworth in his senior years. He helped Graham and Hersey build the first mills in Oakland County in 1818. The sign can be on display for one year, or longer.
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: 2019 Commission Goals & Objectives.
Date: April 16, 2018

It’s time to set our goals for 2019. Before we get started, here is a status report on the Commission’s 2018 Goals.

2018 Goals

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue coordinating assistance with Friends of the Paint Creek Trail (ongoing)</td>
<td>Continued – still ongoing</td>
</tr>
<tr>
<td>Continue Trail etiquette education (ongoing)</td>
<td>Added courtesy information and created Horses page on the website. Included trail courtesy information in the newsletter.</td>
</tr>
<tr>
<td>New Brochure/Map Update</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee. 7500 updated brochures received.</td>
</tr>
<tr>
<td>New Bike Patroller (fill vacancy)</td>
<td>Dan Butterworth hired and did a great job this season.</td>
</tr>
<tr>
<td>Continue coordination and participation with Oakland County Trail, Water, &amp; Land Alliance (TWLA)</td>
<td>Kristen served as TWLA Chairperson for 2018 and assisted the MTGA with their Great Lake to Lake Trail Route 1 plans throughout the year.</td>
</tr>
<tr>
<td>Trail Closure education/public relations/Communications Plan campaign in 2018 (Ongoing)</td>
<td>Project postponement announcements placed in kiosks and posted on social media and the website. Newsletter posted on website and mailed to almost 900 property owners.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Master Plan</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southeast Rochester Property Development</td>
<td>Kristen met with representatives from the City of Rochester, the County, and FCRT this summer regarding coordinating improvements in the area. MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Bid advertising date TBD. Cost</td>
</tr>
</tbody>
</table>

105
<table>
<thead>
<tr>
<th>Planning &amp; Development Goals</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Trails Day – June 2, 2018</td>
<td>Completed successfully, although attendance was lower than anticipated.</td>
</tr>
<tr>
<td>Labor Day Bridge Walk – September 3, 2018</td>
<td>Successful event held with 400 participants.</td>
</tr>
<tr>
<td>Paint Creek Trail Resurfacing</td>
<td>Grant application submitted to private foundation on November 1 for partial funding of project. Decision expected in March 2019. MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Bid advertising date TBD.</td>
</tr>
<tr>
<td>Trail identification and road crossing signage (Branding)</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee.</td>
</tr>
<tr>
<td>David Moutrie Memorial Project – near Flagstar</td>
<td>Project turned over to the Friends group which plans to discuss it at the March 2019 meeting.</td>
</tr>
<tr>
<td>Gateway Signage – Each community</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee.</td>
</tr>
<tr>
<td>Tienken Educational Pathway Project</td>
<td>MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Bid advertising date TBD.</td>
</tr>
<tr>
<td>Oakland Township Parking Lot Development</td>
<td>OTPRC awarded MNRTP grant. Project scheduled to begin in 2020.</td>
</tr>
<tr>
<td>Policies</td>
<td>Progress</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Native Plant Approval Policy</td>
<td>No progress yet. Need expert assistance</td>
</tr>
<tr>
<td>Conservation Stewardship Policy</td>
<td>No progress yet. Need expert assistance</td>
</tr>
<tr>
<td>Limited Use Permit Policy</td>
<td>Limited use permit application and associated procedures approved by Commission.</td>
</tr>
<tr>
<td>Fund Balance Policy</td>
<td>Auditor recommended Commission keep $25,000 (3 months) worth of expenses in fund balance.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assure Restrooms are maintained (ongoing)</td>
<td>Completed. Restrooms were maintained regularly in 2018. Restroom will be closed from December 1, 2018 until March 31, 2019.</td>
</tr>
<tr>
<td>Continue vandalism prevention education (ongoing)</td>
<td>Ongoing.</td>
</tr>
<tr>
<td>Continue surface maintenance inspections and coordination of repairs (ongoing)</td>
<td>Feb: A community Service volunteer conducted a limited trail inspection in February and Kristen conducted an inspection in May while out with MSG engineer.</td>
</tr>
<tr>
<td>Road Crossing improvements – work with RCOC</td>
<td>Ongoing. Continue working with RCOC for improvements at our crossings.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long Term Goals</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polly Ann Connection</td>
<td>Ongoing. The first phase of the Clarkston Road Paint Creek Trail-Polly Ann Trail connector completed.</td>
</tr>
<tr>
<td>Side parcel acquisition for parking and trail access</td>
<td>Will continue looking for opportunities</td>
</tr>
<tr>
<td>Acquisition of historic resources</td>
<td>Will continue looking for opportunities</td>
</tr>
<tr>
<td>Installation of drinking fountain, where appropriate, in each community</td>
<td>Will continue looking for opportunities. Oakland Twp.’s Paint Creek Junction trailhead project for 2020 includes the installation of a hand pump well for potable water.</td>
</tr>
<tr>
<td>Village of Lake Orion Membership on PCTC</td>
<td>The Commission passed a motion requesting the Village of Lake Orion make changes to the License Agreement. Upon the incorporation of these requests into the License Agreement and return to the Trailways Commission, the Commission is prepared to review it.</td>
</tr>
</tbody>
</table>
## 2019 Goals

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue coordinating assistance with Friends of the Paint Creek Trail (ongoing)</td>
<td>Cruisin’ For the Trails 2019: Steve Johnson of Motor City Brew Tours has informed us that he will be alternating the Cruisin’ for the Trails event between Friends of Paint Creek Trail and Friends of Clinton River Trail. The 2019 event will benefit the Friends of the Clinton River Trail.</td>
<td>2</td>
</tr>
<tr>
<td>Continue Trail etiquette education (ongoing)</td>
<td>Ongoing</td>
<td>2</td>
</tr>
<tr>
<td>New Brochure/Map Update</td>
<td>Branding Committee requested guidance.</td>
<td>2</td>
</tr>
<tr>
<td>Continue coordination and participation with Oakland County Trail, Water &amp; Land Alliance (TWLA)</td>
<td>Trail manager Ford will attend the April TWLA meeting</td>
<td>2</td>
</tr>
<tr>
<td>Trail Closure education/public relations/Communications Plan campaign in 2019 (Ongoing)</td>
<td>Ongoing. Continue to utilize social media, website and other resources to provide information to trail users.</td>
<td>1</td>
</tr>
<tr>
<td>Adopt –A-Trail program</td>
<td>Ongoing with two cleanups per year. Awaiting confirmation from current Adoptee groups for 2019.</td>
<td>2</td>
</tr>
</tbody>
</table>

### Master Plan

<table>
<thead>
<tr>
<th>Master Plan</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete 2020-2024 Master Plan Update</td>
<td>The first chapter is completed, will be reviewed by Ad Hoc committee. Plan update will be completed in accordance with Michigan Department of Natural Resources (MDNR) guidance documents and include all requisite components for certification by the MDNR.</td>
<td>1</td>
</tr>
<tr>
<td>Southeast Rochester Property Development</td>
<td>MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Bid advertising date TBD.</td>
<td>2</td>
</tr>
<tr>
<td>Wayfinding signage in Rochester and Lake Orion</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee.</td>
<td>2</td>
</tr>
</tbody>
</table>
Bridge 33.7 Renovation Project – work with OTPRC, MDOT, and DNR to replace bridge

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rochester – Bridge Replacement</td>
<td>City of Rochester has received bridge inspection report. Will send to PCTC once they have reviewed it.</td>
</tr>
</tbody>
</table>

### Planning & Development Goals
<table>
<thead>
<tr>
<th>Planning &amp; Development Goals</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Trails Day – June 1, 2019</td>
<td>NTD Event planned for June 1 in the northern section of the PCT. We are hoping to partner with the LO DDA again this year.</td>
</tr>
<tr>
<td>Labor Day Bridge Walk – September 2, 2019</td>
<td>Sponsorship volunteers should start soliciting sponsors in March.</td>
</tr>
<tr>
<td>Paint Creek Trail Resurfacing</td>
<td>Grant application submitted to private foundation on November 1 for partial funding of project. Decision expected in March 2019. MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Bid advertising date TBD.</td>
</tr>
<tr>
<td>Trail identification and road crossing signage (Branding)</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee.</td>
</tr>
<tr>
<td>Cider Mill Gateway Project – near Flagstar</td>
<td>The Friends group plans to discuss this project at their March meeting.</td>
</tr>
<tr>
<td>Gateway Signage – Each community</td>
<td>Received Iron Belle Trail Grant. Draft RFP created by Branding committee.</td>
</tr>
<tr>
<td>Tienken Educational Pathway Project</td>
<td>MSG working with the city of Rochester Hills’ Planning department to coordinate the bidding and front end specifications for this project. Commission approved removing Pathway Project from resurfacing bid.</td>
</tr>
<tr>
<td>Oakland Township Parking Lot Development</td>
<td>MNRTF recommended a grant of $228,400 to OTPRC to fund improvements to Paint Creek Junction Park, located on Orion Road, between Adams and Clarkston roads. Project slated to begin in 2020.</td>
</tr>
</tbody>
</table>

### Policies
<table>
<thead>
<tr>
<th>Policies</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native Plant Approval Policy</td>
<td>No progress yet. Need expert assistance</td>
</tr>
<tr>
<td>Conservation Stewardship Policy</td>
<td>No progress yet. Need expert assistance</td>
</tr>
<tr>
<td>Fund Balance Policy</td>
<td>Auditor made recommendation in 2018 to keep $25,000 (3 months) worth of expenses in fund balance.</td>
</tr>
</tbody>
</table>
### Maintenance

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Progress</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Assure Restrooms are maintained (ongoing)</td>
<td>Ongoing.</td>
<td>1</td>
</tr>
<tr>
<td>Continue vandalism prevention education (ongoing)</td>
<td>Ongoing.</td>
<td>1</td>
</tr>
<tr>
<td>Continue surface maintenance inspections and coordination of repairs (ongoing)</td>
<td>Ongoing.</td>
<td>2</td>
</tr>
<tr>
<td>Road Crossing improvements – work with RCOC</td>
<td>Ongoing. Continue working with RCOC for improvements at our crossings.</td>
<td>2</td>
</tr>
</tbody>
</table>

### Long Term Goals

<table>
<thead>
<tr>
<th>Long Term Goals</th>
<th>Progress</th>
<th>Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polly Ann Connection</td>
<td>Ongoing. The first phase of the Clarkston Road Paint Creek Trail-Polly Ann Trail connector completed.</td>
<td>2</td>
</tr>
<tr>
<td>Side parcel acquisition for parking and trail access</td>
<td>Will continue looking for opportunities</td>
<td>3</td>
</tr>
<tr>
<td>Acquisition of historic resources</td>
<td>Will continue looking for opportunities</td>
<td>2</td>
</tr>
<tr>
<td>Installation of drinking fountain, where appropriate, in each community</td>
<td>Back to the Beach Runners have donated $2,500 to the Friends of the Paint Creek Trail for a water fountain at Paint Creek Junction.</td>
<td>2</td>
</tr>
<tr>
<td>Village of Lake Orion Membership on PCTC</td>
<td>The Commission passed a motion requesting the Village of Lake Orion make changes to the License Agreement. Upon the incorporation of these requests into the License Agreement and return to the Trailways Commission, the Commission is prepared to review it.</td>
<td>1</td>
</tr>
</tbody>
</table>

This list is not all-inclusive. If you would like to discuss other goals, please list them on the next page and be prepared to discuss them at the meeting.
### Additional Goals

<table>
<thead>
<tr>
<th>Goal</th>
<th>Status</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure focus on keeping the trail a “Natural Beauty Trail”</td>
<td>Ongoing..</td>
<td>1</td>
</tr>
<tr>
<td>Ensure a smooth transition when Melissa is on Maternity Leave.</td>
<td>Personnel Committee will meet to develop leave plan</td>
<td>1</td>
</tr>
</tbody>
</table>
MEMO

To: Commissioners, Alternates and Staff
From: Melissa Ford, Trail Manager
Subject: April Manager’s Report
Date: April 16, 2019

Advisory Committee Reports
The Branding Committee is still working on finalizing the Iron Bell Trail Grant RFP for Signage Design Services. The Master Plan Committee reviewing the Administration Structure section will provide an update at the meeting.

Complaints/Vandalism
We have had complaints about the trail surface this month. I have followed up with maintenance crews to see if they are able to grade the trail to fix some of the issues.

Medical Emergencies/Police/Fire Calls on the Trail
I am unaware of any Medical Emergencies/Police/ or Fire calls on the Trail.

Finances
• Approval of the audit is on the agenda.
• All Member Community invoices for 2019 Operations and Patrol have been received.
• All January license fee invoices to various utilities have been received.

Follow Up
• **Bridge 33.7 Renovation:** Tree clearing around the bridge site occurred March 11 - 18. Work at the site is expected to resume in mid-May/by 1st of June. We will have a better idea of the construction schedule later this month. In addition to the Trail being closed between Dutton and Silverbell Roads for the duration of project, both of those parking lots will also be closed to be used as staging areas. This section of the Trail is still expected to reopen by Labor Day (9/3).
• **Resurfacing:** A memo is included in your packet providing an update on the project and the schedule for submitting the bid package to the city of Rochester Hills for advertisement.
• **National Trails Day:** A memo is included in your packet detailing the plans for this year’s National Trails Day event in Lake Orion. We will be partnering with the Lake Police Department and Lake Orion United Methodist Church who will be hosting their Clergy, Cops and Kids event that day.
• **Private Foundation grant:** We are still waiting on approval from the private foundation to release our press release to the media. Once approval is received, we will be able to publicly announce the grant.
Future Agenda Items

♦ Vandalism Ordinance in Orion Township
♦ Iron Belle Trail Grant RFP for Signage Design Services

Promotion of the Trail

- Our Facebook page has 5,868 followers, an increase of 61 since last month.
- Our Twitter account has 669 followers, an increase of 3 since last month.
- Our Instagram Account has 524 followers, an increase of 20 since last month.
- Our E-Newsletter has 118 subscribers.
- I’ve posted information and photos on social media.
- I’ve spent 10 hours on the trail this past month.

Paint Creek Trail Website Analytics

In the last 30 days, we had 9,629 visitors, with 62,443 visits. The top 10 visited pages:

<table>
<thead>
<tr>
<th>Top Pages</th>
<th>Last 30 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Page</td>
<td>7,032</td>
</tr>
<tr>
<td>Maps</td>
<td>1,370</td>
</tr>
<tr>
<td>Parking</td>
<td>1,174</td>
</tr>
<tr>
<td>Trail Maps</td>
<td>866</td>
</tr>
<tr>
<td>Trail Conditions</td>
<td>461</td>
</tr>
<tr>
<td>RFP’s</td>
<td>440</td>
</tr>
<tr>
<td>Mileage</td>
<td>242</td>
</tr>
<tr>
<td>Trail History</td>
<td>227</td>
</tr>
<tr>
<td>E-Newsletter</td>
<td>176</td>
</tr>
<tr>
<td>Jobs</td>
<td>172</td>
</tr>
</tbody>
</table>

In March, we had 7,240 visitors, with 157,735 visits. The top 10 visited pages:

<table>
<thead>
<tr>
<th>Top Pages</th>
<th>March</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Page</td>
<td>5,972</td>
</tr>
<tr>
<td>Maps</td>
<td>1,012</td>
</tr>
<tr>
<td>Parking</td>
<td>894</td>
</tr>
<tr>
<td>Trail Maps</td>
<td>726</td>
</tr>
<tr>
<td>E-Newsletter</td>
<td>412</td>
</tr>
<tr>
<td>RFP’s</td>
<td>396</td>
</tr>
<tr>
<td>Trail Conditions</td>
<td>310</td>
</tr>
<tr>
<td>Mileage</td>
<td>248</td>
</tr>
<tr>
<td>Commission Members</td>
<td>220</td>
</tr>
<tr>
<td>Trail History/Agendas &amp; Minutes</td>
<td>212</td>
</tr>
</tbody>
</table>

Commission Ad-Hoc Committee Assignments

<table>
<thead>
<tr>
<th>Recognition Ad Hoc committee</th>
<th>Gamage, Olijnyk, Russell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Ad Hoc committee</td>
<td>Becker, Blanchard, Steele, Van Agen</td>
</tr>
<tr>
<td>Rochester Hills Art/Pathway Project committee</td>
<td>Becker, Blanchard, Bowyer, Russell</td>
</tr>
<tr>
<td>SE Rochester Property Ad Hoc committee</td>
<td>Becker, Blanchard, Gamage, Russell</td>
</tr>
<tr>
<td>Committee Name</td>
<td>Members</td>
</tr>
<tr>
<td>-----------------------------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>Labor Day Bridge Walk (Sept 2) Ad Hoc committee</td>
<td>Bowyer, Ferriolo, Olijnyk</td>
</tr>
<tr>
<td>Lake Orion Membership Ad Hoc committee</td>
<td>Becker, Blanchard, Steele, Van Agen</td>
</tr>
<tr>
<td>Trail Branding Ad Hoc committee</td>
<td>Gamage, Ford, Loebs, Olijnyk</td>
</tr>
<tr>
<td>Trail Improvements Ad Hoc committee</td>
<td>Becker, Blanchard, Bowyer</td>
</tr>
<tr>
<td>Resurfacing Ad Hoc committee</td>
<td>Becker, Gamage, Steele</td>
</tr>
<tr>
<td>Memorial Ad-Hoc committee</td>
<td>Becker, Blanchard, Ferriolo</td>
</tr>
<tr>
<td>Master Plan Ad Hoc committee for Planning Consultants</td>
<td>Becker, Bowyer, Steele</td>
</tr>
<tr>
<td>Master Plan Ad Hoc committee to Review Community Description Section</td>
<td>Blanchard, Gamage, Van Agen</td>
</tr>
<tr>
<td>Master Plan Ad Hoc committee to Review Administrative Structure Section</td>
<td>Blanchard, Bowyer, Olijnyk</td>
</tr>
<tr>
<td>Master Plan Ad Hoc committee to Review Recreation Inventory</td>
<td>TBD</td>
</tr>
</tbody>
</table>