Paint Creek Trailways Commission Meeting
Tuesday, July 21st, 2020 at 7:00 PM

Via Teleconferencing – GoToMeeting
https://global.gotomeeting.com/join/632177485

Access code: 632-177-485
Or by phone: +1 (669) 224-3412

The purpose of the electronic meeting is to maintain social distancing and comply with the Michigan Governor’s Executive Order 2020-21.

The Paint Creek Trailways Commission will provide reasonable and necessary auxiliary aids and services for individuals with disabilities with advance notice. Please contact the Trail office at manager@paintcreektrail.org or 248-651-9260 at least 72 hours in advance.

MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Virtual Meeting Announcement
4. Approval of Agenda
5. Public Comment
6. Consent Agenda:
   a. Minutes: Regular Meeting, June 16, 2020
   b. Treasurers Report – June 2020
7. Approval of Invoices
8. Discussion/Approval: Eagle Scout Project – Gallagher Kiosk
9. Discussion/Approval: Bridge 33.7 Stair Design
10. Discussion/Approval: Moutrie Pollinator Garden

Mission

The Paint Creek Trailways Commission provides trail users a natural, scenic, and educational recreation experience while preserving the natural integrity of the Paint Creek Trail for the enjoyment of present and future generations.
11. **Approval:** Contract for Parking Area Resurfacing
12. **Approval:** Resolution Approving and Authorizing an Amendment to a Development Project Agreement
13. **Approval:** Paint Creek Trail Addendum to Temporary Use Permit
14. **Approval:** 2019 Audit
15. **Update/Discussion:** 2020 Trail Events
16. **Informational:** Paint Creek Trail Staff Schedule
17. **Manager’s Report**
18. **Commissioner Reports**
19. **Adjournment of Regular Meeting**

**Next Regular Meeting:**
August 18, 2020 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306

Enclosures:
- Agenda Summary
- June 16, 2020 Draft Minutes
- June 2020 Treasurer’s Report
- Eagle Scout Project Workbook Proposal
- Email from MSG re: Bridge 33.7 Draft Stair Design
- Bridge 33.7 Draft Stair Design
- Memo: Moutrie Pollinator Garden
- Contract for Parking Area Resurfacing
- Michigan Natural Resources Trust Fund Agreement Amendment
- Resolution Approving and Authorizing an Amendment to a Development Project Agreement
- Memo & Paint Creek Trail Addendum to Temporary Use Permit
- Memo: 2019 Audit Report
- Memo: 2020 Trail Events
- Memo: Paint Creek Trail Staff Schedule
- July Manager’s Report
- Community Foundation of Greater Rochester June Fund Statement

**Mission**
The Paint Creek Trailways Commission provides trail users a natural, scenic, and educational recreation experience while preserving the natural integrity of the Paint Creek Trail for the enjoyment of present and future generations.
Agenda Summary
July 21, 2020

1. Call to Order
2. Pledge of Allegiance
3. Virtual Meeting Announcement
4. Approval of Agenda
5. Public Comment
6. Consent Agenda:
   a. Minutes: Regular Meeting, June 16, 2020
   b. Treasurers Report – June 2020

7. Approval of Invoices

8. Discussion/Approval: Eagle Scout Project – Gallagher Kiosks
   Summary: Eagle Scout candidate Owen Meyers from Troop 356 in Rochester will discuss his
   proposed project – replacing the kiosk at the Gallagher parking lot. His project proposal,
   budget, and design plans for the kiosks are included in your packet.
   Desired Action: Approval
   Budget Impact: TBD

9. Discussion/Approval: Bridge 33.7 Stair Design
   Summary: An email from Steve Bouws, engineer at Mannik & Smith Group along with MSG’s
   draft design for the stairs at Bridge 33.7 are included in your packet.
   Desired Action: Approval
   Budget Impact: Project supported by RCWJF Funds

10. Discussion: Moutrie Pollinator Garden
    Summary: Louis Carrio, President of the PCT Friends, will provide an update on the Moutrie
    Pollinator Garden. Planting was completed on June 17th. Additionally, cyclists are using the
    narrow dirt path adjacent to the garden to bypass the Trail, sometimes at a high rate of speed.
    Moutrie Committee members would like the Commission to consider adding a fence to
    separate the garden from the dirt path. Chairman Blanchard would like the Commission to
    consider restricting the dirt path to walking only.
    Desired Action: Discussion
    Budget Impact: None

11. Approval: Contract for Parking Area Resurfacing
    Summary: The contract for the parking lot resurfacing prepared by the Trail’s attorney is
    included in your packet for review.
    Desired Action: Approval
    Budget Impact: Project supported by RCWJF Funds

12. Approval: Resolution Approving and Authorizing an Amendment to a Development Project
    Agreement
    Summary: Trail staff is seeking a 3-month extension from the DNR for the Bridge 33.7
    MNRTF grant as we are still waiting to receive the final invoice for the project from
    MDOT/Road Commission.
    Desired Action: Approval
    Budget Impact: None
13. **Approval:** Paint Creek Trail Addendum to Temporary Use Permit  
**Summary:** An addendum to the existing Temporary Use Permit drafted by the Trail attorney addressing COVID-19 is included in your packet.  
**Desired Action:** Approval  
**Budget Impact:** None

14. **Approval:** 2019 Audit  
**Summary:** Ramie E. Phillips, CPA, has completed our 2019 Audit. Commissioners 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

15. **Update/Discussion:** 2020 Trail Events  
**Summary:** An update on scheduled events on the trail for 2020 is included in your packet. Also included in the memo are two potential concepts for a virtual Labor Day Bridge Walk.  
**Desired Action:** Discussion/Direction  
**Budget Impact:** Low

16. **Informational:** Paint Creek Trail Staff Schedule  
**Summary:** A memo is included in your packet regarding Trail Staff’s schedule in light of the COVID-19 pandemic.  
**Desired Action:** None  
**Budget Impact:** None

17. **Manager’s Report:** Included in your packet.  
18. **Commissioner Reports**  
19. **Adjournment of Regular Meeting**

**Next Regular Meeting:**  
August 18, 2020 – Rochester Municipal Offices
REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION
Via Teleconferencing – GoToMeeting

CALL TO ORDER: The Tuesday, June 16, 2020 Regular Meeting was called to order by Chairperson Blanchard at 7:00 p.m.

Voting Members Present: Rock Blanchard, Frank Ferriolo, Linda Gamage, Steve Sage, Dan Simon, Donni Steele, Jeff Stout, David Walker
Voting Alternates Present: None
Non-Voting Alternates Present: Robin Buxar, Theresa Mungioli, Clara Pinkham
Village of Lake Orion Non-Voting Member Present: None
Voting Members Absent: None
Alternates Absent: Chris Barnett, David Becker, Ann Petersen, Chris Hagen, Martha Olijnyk
Village of Lake Orion Non-Voting Member Absent: Brad Mathisen
Others Present: Melissa Ford, Trail Manager, Chris Gray, Assistant Trail Manager, Sandi DiSipio, Recording Secretary

PLEDGE OF ALLEGIANCE: All rose and recited the Pledge.

ANNOUNCEMENTS: Chairperson Blanchard explained the purpose of the electronic meeting is to maintain social distancing and comply with the Michigan Governor’s Executive Order 2020-21. The meeting will be held electronically by video conferencing through GoToMeeting.com. The video conference can be accessed by downloading the app GoToMeeting. The meeting number is 855450605. Public comment and questions will be accepted during the meeting at an appropriate time. Please silence your audio and wait for direction from the Chair of the meeting. Please be advised there will be a three (3) minute time limit for public comments. You may also send correspondence regarding this meeting to the Paint Creek Trailways Commission office, addressed to 4393 Collins Road, Rochester, Michigan 48306. You may also email your comments or concerns to manager@paintcreektrail.org. A copy of the meeting materials may be found on the Commission’s website or may be reviewed at the Commission’s office by appointment. Please also use the aforementioned contact for any questions on this process.

APPROVAL OF AGENDA: Chairperson Blanchard announced he will do his best to hold the meeting to two hours or less.

MOTION by Gamage, seconded by Stout, Moved, to approve the June 16, 2020 agenda as presented.

Roll Call Vote:
Ayes: Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays: None

MOTION CARRIED.
PUBLIC COMMENT: None

CONSENT AGENDA:
   a. Minutes – May 19, 2020 Regular Meeting, approve and file
   b. Treasurers Report – May 2020, receive and file

MOTION by Stout, seconded by Gamage, Moved, to approve the Consent Agenda as presented.
Roll Call Vote:
Ayes: Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays: None

MOTION CARRIED.

APPROVAL OF INVOICES: Ms. Ford presented the list of invoices totaling $65,861.21. In addition to the recorder’s fee, this amount includes credit card charges for GoToMeeting for the May and June meetings, hand sanitizer, face masks, postage, thermometer for bike patroller, the memorial stone for the Moutrie Garden and the benches for the garden, payment to Oakland Township for their share of the MNRTF reimbursement of the bridge renovation, and bike patroller supplies. Estimated unrestricted fund balance is $96,000.

MOTION by Ferriolo, seconded by Gamage, Moved, that the invoices presented for payment are approved in the amount of $65,861.21 and orders be drawn for payment.
Roll Call Vote:
Ayes: Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays: None

MOTION CARRIED.

DISCUSSION: Limited Access Permit Request, 5680 N. Livernois, Oakland Township:
Mr. Tom Steigerwald is calling in, introduced himself and explained his property backs up to the trail and he’d like to gain access to the trail as a single property use. As mentioned in the Subcommittee’s report, he had proposed a design for the steps. His property is 2/3 on the east side of the creek, and another 1/3 on the west side where the trail access is. There is a grade to get up to the trail and he wants to add stairs there. He has taken walks on the trail recently and noticed there are ten different single property use access points from Kings Cove to Adams Road; various styles of access – some are piles of dirt and others are actual stairs or bridges for trail access. He feels precedence has been set to allow people to have single property use access to the trail. It is his intent to fund the project himself to gain access to the trail – he will maintain it while he’s the property owner. In regards to other single use access points, there is one that is a very similar construction to what he would like to do just north of his property with cement which is not his choice because it violates what goes into the wetlands. He proposes to go with gravel. The pitch is a 25 degree angle; the typical stairway in homes is 32-1/2 degrees, so it’s more forgiving as far as being up against the trail. It does come close, but if someone is going to fall down the steps, someone is going to fall down the hill. He’s read the Subcommittee’s report, but would like reconsideration. Chairperson Blanchard thanked the applicant for his presentation and the detailed drawings that were provided. Speaking for the Subcommittee, Mr. Walker commented all of the members have been to the parcel at least once. What we are trying to accommodate is within reason, public access to the trail, for the good of many versus the good of a few. What they are trying to do is provide not everybody access individually from their backyards onto the trail. The Committee has concerns that we’re trying to limit the number the number of personal access points to the trail, that’s not what the trail is about. When they see the applicant’s opportunity presented as such, it’s for the benefit of a few and not for many. It is a single access point for the applicant’s family, and as the applicant stated, for as long as they live on the parcel. The proposed staircase is all on Trailway Commission property, so the future liability would lie with the Commission. If the applicant makes the commitment to take care of it while he lives there, the trailway will be here much longer than anyone serving in this capacity today. That is a concern, they don’t want to see single points of access, and 100% of the staircase
is built on trail property. When we look at the pros and cons in constructing the stairs, there are a lot of cons. This is a steep slope with vegetation that will need to be removed, so there will be an erosion concern. The stairway will require ongoing maintenance, and after the applicant moves, this becomes the responsibility of the Commission, which is a concern. Signage on private property was another concern. Navigating down the stairs onto the applicant’s property, there is a pretty good buffer before getting to the property, so the applicant is creating a situation where you see inviting stairs, but there’s no private property signage. The applicant is going to be welcoming all the trail users into his backyard. This is a concern without signage on trail property. Signage on the applicant’s property would be very difficult to see with all the existing foliage. The report goes on to say it’s a very steep embankment, it’s a narrow point of the trail, and the Committee has concerns with a biker, walker or a child falling down the stairs; it’s a seven foot drop and would cause injury on Commission property – our liability. Mr. Walker hopes Mr. Steigerwald understands the Committee’s rationale behind their recommendation to not allow this access point. Mr. Steigerwald asked if the other personal use access points were previously approved by the Commission. Mr. Blanchard indicated some may have been existing long before many of the members on this Commission were there. During the past few years, the Commission has been very selective on what they approve because we don’t want a lot of these situations that cause liability, particularly tonight’s request as it’s all on trail property. If the Commission were to build this staircase, we would have to follow ADA guidelines; so can they allow the applicant to build something that doesn’t meet the guidelines? The Commission tries to provide access, but tries to provide group access for more homeowners using the same access point, as we’ve had issues with this, and the erosion problems caused. Ms. Gamage indicated there is a similar access point just south of Dutton, and commented it appears as if it might be a single use access point. It was approved in the last few years, but it provides access to the trail for an entire street of residents and is safer than their other options. When considering requests, the Committee uses this as one of the criteria when reviewing access – if it benefits multiple property owners. So, some of the single access points the applicant referred to may benefit an entire street or subdivision. Ms. Steele made a motion and commented when she got on the Commission, we had just completed a survey of the entire trail and easements along the trail. A letter was sent to relevant property owners advising them to remove the access and easements to the trail. Starting with a clean slate is where we came from about seven years ago, and staying on this path is the thing to do. She mentioned access to the bridge to connect the Polly Ann Trail was approved, and the engineers did specifications that meet our standards. We need to follow this train of thought moving forward to preserve the trail. She apologized to the applicant. Mr. Steigerwald indicated he understands and respects the Commission’s opinions– he was just hoping he could find a solution. Mr. Blanchard commented we work hard with our neighbors along the trail, but have to look out for all the users, not just adjacent property owners.

MOTION by Steele, seconded by Walker, Moved, to follow the Subcommittee’s recommendation and not grant the limited use permit for single use access at 5680 N. Livernois. Roll Call Vote:
Ayes: Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays: None
MOTION CARRIED.

UPDATE Moutrie Pollinator Garden: Mr. Louis Carrio, President of the Friends Group, is present to provide an update. He asked Ms. Ford to display a rendering of the garden layout. The garden is scheduled to be planted starting tomorrow morning at 9:00. He would like to get consensus on the use of educational and informational material. He feels a key element would be a sign at the entrance to the garden from the trail, either in the location he’s indicated on the diagram or on the opposite side of the entrance. The opposite side is where the memorial rock will be located within the vegetation. If the sign were placed here, it would potentially block the stone, which is undesirable. He feels where the sign is indicated on the diagram is a better
location. Ms. Ford displayed renderings of a few different signs. The objectives of the sign would be to explain pollinators, describe the plants and their purpose, encourage stewardship, acknowledge contributions and direct interested parties to informative resources, such as the website, etc. He’s looked at some sign designs, and some are too busy and some don’t have enough information. The one in the center of the rendering that is not straight up and down, but angled, lends itself to standing and reading it comfortably and does not interfere with viewing the garden. There is a similar sign in the City of Rochester that describes different trees that are planted, and people can go to the original tree and see the nomenclature on the tree. This is the approach he has in mind. Looking at the plantings in the garden, some may not always be there, so he suggests picking out a few of the most important ones and then use a QR code to link back to the website for more information, that way the sign is not cluttered. He’s looking for Commission feedback as to how to proceed on the sign. Mr. Blanchard indicated that Messrs. Ferriolo, Walker and Becker had previously expressed interest in being on this Committee, and asked if anyone would volunteer to help Mr. Carrio with developing the signs. Mr. Walker said we’ve spent a lot of time and we do have a committee for our signage; wouldn’t we tap into that resource pool and use their existing knowledge to help in this situation – he doesn’t want to re-create something that already exists. Ms. Ford said the committee didn’t do anything specific with pollinators, we are using Rochester Sign Shop for the production, and could see if they are able to do that and get a quote on what Mr. Carrio would like to do. The content on our signs is not specific to pollinators. Maybe we could reach out to Marilyn Trent with Rochester Pollinators to see if they might have some resources we could utilize for content. Mr. Carrio referred back to the sign diagram, and indicated the center sign comes from a company called Pulse Design, and they specialize in this type of nature oriented signs. He would consider them as a possible supplier as well, not to rule out Rochester Sign Shop. The nice thing about the Pulse Design is they have the high resolution graphics and the capability of doing a high quality sign and have a lot of experience with pollinators and nature. He could lay out a sign in rough draft and propose it to both companies and get their feedback as to their qualifications and cost. Mr. Blanchard likes the idea, and this type of sign and thinks it’s important to use similar materials as our other signs if we can, so it doesn’t look totally different from what’s going on the trail. That’s where the Sign Committee would come into play. He thinks it might be a good idea to get someone from the committee to work with Mr. Carrio. Ms. Gamage asked what type of assistance is being asked for. Mr. Carrio said he would draft the sign design and then distribute it to others for feedback. Ms. Gamage offered her assistance, as well as Ms. Buxar and Ms. Pinkham. The draft should be also reviewed by Ms. Trent for input on the content. Mr. Blanchard invited all who are interested in the garden planting to come out tomorrow. He commented additional boulders will be placed near the side path to deter people from riding/walking through the garden. Mr. Carrio indicated he talked to Mrs. Moutrie about the fact that there would be other people identified via benches or other signage as contributors to the garden, and she had no problem with that. Ms. Gray has ordered the two benches that were donated, delivery time is 4-6 weeks and the City of Rochester Hills will install them. Mr. Carrio asked if there is any chance the City has a couple of benches they could put there temporarily to discourage traffic. Ms. Gray will ask. Ms. Steele thanked Mr. Carrio for all his work in following through on this project – it’s a big undertaking. Ms. Pinkham asked how access for the plants is being handled tomorrow. Mr. Carrio explained they are coming through the condominium complex to the side path, not through the trail itself.

DISCUSSION/APPROVAL: Mannik & Smith Group Change Order for Parking Lot Resurfacing Field Inspection & Project Administration: Ms. Ford stated we will be using WCI for the resurfacing, but we need to get it inspected to ensure the work was done properly, etc. She has asked Mannik Smith to do that work for us; this is their change order for $1,500 to do the inspection and the project administration for resurfacing of the Dutton and Gallagher...
parking lots. Mr. Ferriolo asked if the estimates shown in the packets are still estimates and nothing is final in terms of costs, and we have $25,000 left over for Oakland Township Parks & Rec. Ms. Ford said this is correct – the only thing that is an estimate at this point is the bridge stairs, because they haven’t done the design work yet and hasn’t gone out for bid. The parking lot resurfacing costs is $20,000 – we have a quote for that, and $1,500 is what the inspection and administration cost will be. The signage was quoted at $34,450 and Rochester Sign Shop said they would honor this quote. It’s just the stairs that are the variable.

**MOTION** by Ferriolo, seconded by Simon, **Moved**, to approve the Mannik & Smith change order for the resurfacing field inspection and project administration in the amount of $1,500.

**Roll Call Vote:**
Ayes: Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays: None

**MOTION CARRIED.**

**DISCUSSION: 2021 Budget:** Ms. Ford and Ms. Gray talked to the auditor and he asked what effects we thought that COVID-19 would potentially be having on this year’s budget, since we receive our funding from the various municipalities. Staff has received all the payments in January, so for this fiscal year we are unaffected. She wants to start the discussion tonight about what next year could potentially look like, and asked if the elected commissioners have been having budget discussions about how the revenue is going to be affected in their communities next year and whether that will have any impact on the trail budget. She wants to get the ball rolling on this discussion as she starts to plan for next year’s budget. Mr. Ferriolo asked for an explanation of the contributions from the municipalities, and how they are determined. This year’s budget is in the packet, and Ms. Ford explained each of the communities pays equally for operations and staff, and the patrol program is prorated based on mileage. She displayed a chart of what the request history has been for these contributions over the last 14 years, showing where increases and decreases have occurred. Mr. Ferriolo said Oakland will be having a revenue budget discussion tomorrow; about possible impacts coming in next year’s budget. He feels the way our system works here; the function would be more of whether or not the Commission is going to ask for any increase going into next year. It’s more of an issue of what percentage we are going to request because the contributions are absolute. He can’t imagine any municipality arbitrarily reducing the contributions in 2021, save for perhaps on a request for not increasing the percent. Ms. Ford explained she knows that with the mounted patrol, there will be a 2% increase in the rate we pay the officers, so that will be an increase for next year. Ms. Steele said Orion had to cut their budget close to $800,000 this year, and would think they would be on track to do the same thing next year based on what she sees on the webinars and the State Treasury, etc. It was an overall cut – things like travel and conferences, and they furloughed people. She doesn’t know where the cuts will come from next year, but they are starting their budget process now, so she will know more in the next couple of months. She indicated they never talked about cutting trail funds. Mr. Walker said Rochester Hills was de-briefed by Joe Snyder, their CFO the end of last month with the seven year forecast and what impact COVID-19 would have. Rochester Hills came into this situation financially strong, and there is a strong conservative approach to their finances that will weather the storm. The take away was taxable value of houses will stay the same, so these revenues will continue. What will obviously suffer is the state shared revenues, e.g., the Act 51, that’s the unknown variable, and also some lost revenue departmentally and investment income. The COVID impact will be felt in certain aspects, but not in the greater budgetary aspect. Mr. Walker reached out to Mr. Snyder today and specifically asked about their commitment to the Commission, and he commented he did not see any inability for Rochester Hills to continue funding the trailways in their community, as the budget would support continuing this commitment. Mr. Sage concurred with Mr. Walker’s position from the City of Rochester’s standpoint, and their commitment is in place and will continue. He doesn’t see any issues going forward. Mr. Ferriolo reiterated that it may be more of a function of how the
Commission has respect for the municipalities in terms of what the increase or no increase might be going into next year. It may be a statement from the Commission that under the circumstances we’re not looking to ask for a significant increase for next year. Mr. Blanchard agrees it’s a good plan to look at the budget early and review expenses to see if there are opportunities to cut back if we have to. It might be good to hold the line next year and not ask for increases. The Commission asked staff to look at the budget and come back early with the presentation of the 2021 budget. Ms. Gamage’s only concern about a potential added expense would be if we wind up having another extended stay home situation in the future – and if staff would have additional needs at home to continue doing their job. If they need anything additional for a home setup, we should consider building that into next year’s budget.

**UPDATE/DISCUSSION: 2020 Trail Events:** A memo was included in the packet detailing events as they now stand. Ms. Ford indicated she has confirmation from the Run Michigan Cheap July 12th event that it’s still scheduled, but they will comply with the Governor’s order to have an event with 100 people or less and maintain social distancing. As of right now, the Motor City Brew Tours is still planning to have the Cruisin’ for the Trails event on August 30th, but also planning on limiting their group size and will make a final decision by July 24th whether to cancel the event, depending on the situation. The Commission needs to discuss the Labor Day Bridge Walk and where we are with that event - and also the bridge ribbon cutting. The Brooksie Way race will be done as a virtual event this year. Mr. Ferriolo said Oakland Township has cancelled all their Music in the Meadows concerts for the summer, and the Mackinac Bridge Walk has been cancelled. Many events are being cancelled in the best interest of staying on the safe side. That’s where he is on this event. We could stop with 100 or more, but around 400 people attend this event. Then there’s our responsibility, given that we are going to have X number of people – what are we taking on in terms of responsibility to make sure everyone is safe; testers, hand sanitizers, masks? These are things to consider. He thinks it’s better to be safe than sorry and would rather see the event move into next year where hopefully everything will be open. As far as the ribbon cutting, this event can happen at any time, because the Commission says when it will be held. It might be better next spring because the anticipation is that deaths are going to continue to rise over the next several months – the concerns about COVID are not going away. About four years ago he was the one pushing to hold the event when there was talk about not having it; he loves this event. He feels there is a very good reason to say it’s not a good idea this year. However, whatever the Commission decides, he’s ready to carry the banner. Ms. Gamage agrees this is an important event for the trail, and was initially based on the former Governor’s suggestion to do a virtual bridge walk encouraging people all over who couldn’t make it to the Mackinac Bridge to do a virtual bridge walk in their local area. She suggested doing something fun on the trail virtually maybe featuring the new bridge – something fun for the week around Labor Day, e.g., a scavenger hunt for families, not one event for less than 100 people at the same time, but something that spans more time spotlighting the new bridge. It’s a shame we haven’t been able to celebrate our new bridge as it was a huge undertaking for a lot of people and a great amenity on the trail. This also depends on how much time staff has to administer the event, as she doesn’t know how their time has been dealing with everything else that’s going on. She asked staff to think about this idea as we haven’t had an event for a while. Mr. Simon agreed with Mr. Ferriolo, and commented he had a discussion at the Parks & Rec meeting, and the Goodison Good Times has been cancelled because trying to contain little children, maintain social distancing, and sharing food and utensils is very dangerous because of the virus. They are not taking on the responsibility of exposing people because they can’t control the crowd to maintain the right safety requirements. The bridge ribbon cutting can be scheduled for next year. There’s no reason to put people in danger because we want to celebrate something that can be postponed. Ms. Steele asked staff how the virtual event mentioned in the Manager’s Report was received. Ms. Ford indicated she did some sharing on social media and got feedback on that.
They had a scavenger hunt and she shared it with her daughter’s elementary school. They enjoyed it and the teacher sent some pictures back of the students that participated. She received a notification from the American Hiking Society asking everyone to suspend promotion of the event due to the protests that were going on, they didn’t want to detract from that focus and the media, so she stopped posting on social media, but kept the website content up. Ms. Mungioli agreed with Ms. Gamage and likes the idea about doing something creative on the trail. Even the Detroit Fireworks are being rescheduled to the end of August in a different kind of set-up to allow people to celebrate. RARA is opening up outdoor activities and will start indoor things as permitted in July. So there will be more activities happening in the community. If we can be innovative in approaching this activity it might be good, as this year is getting depressing with everything being cancelled. We have a few months to plan it. Mr. Blanchard agrees with Messrs. Ferriolo and Simon’s comments, and also likes the idea of doing something virtual, but has concerns if staff has time to plan for it. He asked if anyone wants to be on a committee to work out a virtual event. He’s not in favor of trying to scale back and putting all the precautions in this year. He’s not sure if we should allow the July 12th event to happen on the trail as he doesn’t know how they will handle social distancing. Every event he’s seen so far has been virtual. He would be in favor of a virtual bridge walk or an event spanning a week or so, but would leave it up to staff’s recommendation. Ms. Ford will discuss this with Ms. Gray, and feels a virtual event is more manageable than something in person, but they do have other construction projects in the works that they weren’t anticipating this year. We may be building stairs at the bridge in September and won’t want people to be in a construction zone. Mr. Blanchard asked if they need volunteers to help at this point. Ms. Gamage suggested letting staff discuss it and come back to the Commission with recommendations. Ms. Mungioli offered her assistance to staff if needed before the next meeting. Mr. Blanchard asked who sponsors the Run Michigan Cheap event. Ms. Gray indicated Frank Race Management is the sponsor, and a few years ago came before the Commission to ask permission for their first event. He runs a company that puts on races throughout the state and indicates on the application there will be 100 people, but most of his events don’t come near that many participants. He usually requests two or three dates, the April date was cancelled. It is nothing on par with any of the larger events that we have. Mr. Blanchard asked if staff was OK with this event, and if they would have the proper precautions in place. Ms. Ford has not confirmed that they are going to have sanitizers or any of those types of things, but she can ask. Mr. Simon asked what areas of the trail will be used. Ms. Gray explained it’s a combined half marathon, 10k and 5k, and the longest portion of the run will take place from Lake Orion to Dutton Road, which is Oakland Township. Ms. Gamage indicated he needs insurance and asked if he has already obtained it. Ms. Gray stated he provided insurance prior to the original April date. Ms. Gamage is concerned the insurance came about before the current situation, and asked if we should check with our insurance company to see if we have any liability for an event happening or if there is anything additional we need from the sponsor’s insurance to cover any liability we might have. She has concerns because half marathon races pass out water, and doesn’t know if they intend to do that, but those stations would seem to encourage more interaction. She’s not sure if this is our jurisdiction to say they need sanitizer, etc., but suggested we check with our insurance. Mr. Blanchard said if the event is going to happen, they should have to follow the guidelines and we should state if the event is going to happen, that he should follow whatever the guidelines are – social distancing and sanitizers. Otherwise, he doesn’t think we should allow the event on the trail, and thinks we may have some liability. Mr. Ferriolo agrees with this point, and thinks these are appropriate questions to ask. Mr. Simon commented that stores requiring masks to enter can’t enforce this rule when people enter without masks, there will not be any police enforcement and no way to enforce this. If you give out hand sanitizer or masks, people can just throw them away. He’s with Messrs. Ferriolo and Blanchard – why put anyone in danger. Ms. Steele feels the opposite – if they want to have an event, that’s what the trail is for, to have events and serve the community and residents. If
they follow the guidelines, and they check with their insurance and we check with our insurance, administratively we should allow them to have them to have their event. She doesn’t have a problem with the event on the trail. Mr. Stout said he was on the trail and 90% of the people he passed don’t have masks or sanitizer, it was just people enjoying the trail. He’s not caught up with comments about endangering people, we’re outside and using the best practices that fit the individual. Mr. Ferriolo doesn’t disagree, but thinks it wouldn’t hurt to contact our attorney and ask the question. As long as we ask them to do whatever, maybe that’s all we need to do. If they don’t do it, maybe that’s all the responsibility we have. Is there a difference between asking them or having them sign off on something, and not doing anything. That’s where the attorney comes in. Mr. Carrio asked if the restrooms will be open for the events. Ms. Ford indicated all the restrooms on the trail are open, but drinking fountains are not. The Commission directed Ms. Ford to contact our attorney and the insurance company.

INFORMATIONAL: Paint Creek Cider Mill COVID-19 Screening Procedures: Mr. Blanchard said this is good information about what they are setting up about going in and out of the building. Ms. Buxar said she doesn’t know if this outline has been fully reviewed by Oakland Township, who owns the facility in which the Commission is in. This is a checklist, not that she disagrees with what’s listed, but this is the Oakland Township Parks & Rec’s list, who is also a tenant in the building. She believes if anyone enters the building, their contact should not be Oakland Township Parks & Rec, it should be Oakland Township Hall. If someone comes into the building that is ill, they need to contact the Township to let them know. She is sure this will be worked out, but just wanted to comment on it. Ms. Pinkham said these guidelines are for going into the building. She’s been into the restaurant, and they are not doing anything there. She asked if the door is closed and locked between the Cider Mill and the back hallway where the bathroom is, and if the restaurant is exempt. Ms. Buxar said there is a gate there, and the restrooms are open. The gates are open when the building is open to access the restrooms, however that gate can’t be locked as it’s a fire hazard. The concessionaire has been notified by the Township Manager with some issues about what his practices are, and she will have the Manager check on this again. She doesn’t believe the procedures put in place to enter the building were reviewed the Township. Right now, there are two different plans for COVID in the Township, the Parks & Rec plan and the Township plan, and she’s not sure if this information was interchanged into one plan. This is being worked out now. Ms. Ford will forward any updated guidelines to the Commission. The City of Rochester has similar procedures, so if we do have our July meeting there, she will forward them to everyone. Mr. Blanchard asked if anyone is working in the Cider Mill building. Ms. Ford responded yes, but it’s only open to the public from 10-2. Mr. Blanchard asked if staff was still working at home. Ms. Ford indicated for the most part, both staff members will go into the office when needed, but are still working from home. Ms. Steele asked how long staff intended to work from home. Ms. Ford doesn’t have a date when they are planning to go back, but doesn’t see it going on much further. She has to make arrangements to get child care secured. Mr. Ferriolo commented that according to the State, if you can go back to work in some fashion, then our staff needs to go back to work in the office if that’s part of the requirement of the State. It’s not a matter of saying you will take another month and work from home. Working from home is fine, but as soon as we can get off teleconferencing, then we get off it. The State has already said people can go back to work, so he suggests the Commission request that staff go back to the office on regular scheduled hours and be done with it. I would have to be told or explained to why, if the building is open and people are working in it, why our staff can’t go in and work. Mr. Sage commented that if people don’t feel safe going, he’s not going to force them to do it. Mr. Blanchard feels the same way, and he has discussed this with Ms. Ford. There are other issues, e.g., childcare. He feels when staff is comfortable to come back, then they’ll discuss it. If the Commission as a whole wants to discuss it, it should be on the July agenda. Mr. Ferriolo hopes we don’t have to do that, but if we do, he’d
like it on the next agenda. Ms. Ford added the building was just opened this week to the public.
Mr. Blanchard said Rochester Hills just opened this week, so we’re not that far behind at this point. If you can work at home, he feels you should work at home and feels staff can do the majority of their work at home and go in when they have to. Ms. Gamage said a lot of places are reopening slowly now, but many people are being advised if they’re able to do their job from home, they remain at home unless needed at the office. If this will be on a future agenda, we need to explore what we need them to do at the office versus what they do at home. Ms. Mungioli agreed with Ms. Gamage as the Executive Order as well as the phase the State is in, specifically states that if you can work from home do so, it’s not a requirement to go into the office. She works at GM and will not be going back in the office until July. If you can work at home with no loss of productivity, stay at home. They will return employees slowly, but they also recognize parents who have extenuating childcare circumstances. She wants to work for the best effort of staff, their families and their safety. If there’s no loss of productivity, then they should be able to stay at home until the work environment is suitable for their whole family.

**MANAGER’S REPORT:** In addition to the written report, Ms. Ford provided an update on the Boy Scout’s project. He has gotten a lot of cans, thanks to Mr. Simon who posted about the project. He hasn’t reached his goal, but is on his way, and plans to start building the kiosk the week of June 28th. Thanks to Orion Township for removing the old kiosk. She also thanked Oakland Township Parks & Rec for removing numerous trees on the trail after last week’s storm. Mr. Blanchard appreciated the Parks Department from each community for the meeting held about trail maintenance, and hopes some partnerships will be formed in doing the maintenance. Ms. Ford agreed it was good to talk to the communities about what they’re doing, and has been getting positive comments now about how the trail is in great shape. Ms. Gamage asked if there was any discussion about re-crowning the trail or will it just be graded in a flat fashion. Mr. Blanchard said some communities are using a box grader which gathers loose stone and drops it in the low areas, it’s not going to crown it, but will fill the low areas. Mr. Sage asked about the educational campaign for cyclists regarding the maintenance issue as he got a correspondence from a resident regarding biker etiquette. We are undergoing a signage project – will it include proper etiquette? Ms. Ford indicated the rules of the trail talk about who yields to who, but can do more postings on social media and put something in the kiosks about this.

**COMMISSIONER REPORTS:** Mr. Sage reported the restrooms in Rochester Park will be open this Friday and on a scheduled sanitization maintenance routine. There is no intent to sanitize the bike station, and asked if the City should put up signage that it’s open for use, but being sanitized. Ms. Ford indicated there are signs out that indicate the Commission is not sanitizing the trail. Mr. Blanchard said it might be a good idea, and if the City wants to do it, go ahead. Ms. Pinkham said the condition of the trail surface is great and thanked the municipalities. She also thanked the Friends Group and the Committee for the work on the garden. Ms. Buxar also thanked everyone for their work on the garden. Ms. Gamage thanked Mr. Simon for reaching out to Trout Unlimited for removing the log jam at the Dinosaur Hill bridge – she went by there today, and it’s 10 times worse than it was a month ago. The water level is low and she will be joining crews on Saturday morning to take care of this situation and invited anyone who can to attend. Mr. Simon added everyone is meeting in Dinosaur Hill’s parking lot at 9:00 a.m. and invited people to come out to work or just observe. Everyone is looking forward to meeting in person. Mr. Ferriolo said we can’t meet in person because of the limitation in the meeting placed on how much of the public can attend. Until they lift that limitation, we have to continue to meet virtually. Right now, via video-conferencing, the public is unlimited. Happy July 4th!!

**ADJOURNMENT OF REGULAR MEETING:**
**MOTION** by Gamage, seconded by Stout, *Moved*, to adjourn the Regular Meeting at 8:55 p.m.
Roll Call Vote:
Ayes:  Blanchard, Ferriolo, Gamage, Sage, Simon, Steele, Stout, Walker
Nays:  None

MOTION CARRIED.

NEXT REGULAR MEETING: July 21, 2020 at 7:00 p.m. – Rochester Municipal Offices

Respectfully submitted,

__________________________________ ___________________________________
MELISSA FORD, Trail Manager  DAVID BECKER, Secretary
# Paint Creek Trailways Commission

## Treasurer's Report - Flagstar Bank

### June 2020

### Balance: 1-Jun-20

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<tr>
<td>Checking Balance</td>
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<tr>
<td>Outstanding Checks (3385,3416,3422,3425)</td>
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<td><strong>Total</strong></td>
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### Revenues:

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<tr>
<td>Memorial Bench Donation - Peters</td>
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<tr>
<td>Friends of the Paint Creek Trail - Reimbursement for Moutrie Memorial Stone</td>
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<td>Memorial Bench Donation - Donley</td>
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<td>Interest Income - June 2020 Interest Income</td>
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### Expenditures:

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<td>3428 - Oakland Twp. Parks &amp; Recreation Commission - OTPRC share MNRTF Reimbursement</td>
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<td>3429 - Dan Butterworth - Reimbursement Bike Patrol Supplies</td>
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<td>3430 - Sandi DiSipio - May 2020 Recorders Fee</td>
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<td><strong>Total Expenditures</strong></td>
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### Balance: 30-Jun-20

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<td>Outstanding Checks (3385,3416,3425,3430)</td>
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<td><strong>TRAILWAYS COMMISSION BALANCE</strong></td>
<td><strong>$196,936.91</strong></td>
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Signed By:  
Trailways Commission Treasurer  
Trail Manager  

Date:  

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15
Eagle Scout Service Project Proposal

Eagle Scout candidate's full legal name  Owen John Myers

Eagle Scout Service Project Name  Paint Creek Trail Kiosk Replacement

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the Eagle Scout Service Project Workbook, No. 512-927, in meeting this requirement.
Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. It provides sufficient opportunity to meet the Eagle Scout service project requirement. You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.

2. It appears to be feasible. You must show the project is realistic for you to carry out.

3. Safety issues will be addressed. You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.

4. Action steps for further detailed planning are included. You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.

5. You are on the right track with a reasonable chance for a positive experience.

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the beginnings of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces “not applicable.” As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, “Navigating the Eagle Scout Service Project.” This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

“Navigating the Eagle Scout Service Project” will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan. Again, be sure to read carefully “Navigating the Eagle Scout Service Project” so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are strongly encouraged to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It’s ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Proposal Page A

Owen John Myers
Project Description and Benefit

Briefly describe your project.

I will first be deconstructing the current run down kiosk. Secondly I will be constructing a new kiosk to replace the previous one. Finally I will be installing the new kiosk that I would have just Constructed.

Attach sketches or "before" photographs if these will help others visualize the project.

Tell how your project will be helpful to the beneficiary. Why is it needed?

This will be helpful because it will provide the thousands of users of the Paint Creek Trail sytems with vitals and import information about the trial and events happening near or on the trail. This project is needed because the state of there current kiosks is very poor, and very weathered.

When do you plan to begin carrying out your project? Late July
When do you think your project will be completed? By the end of September

Giving Leadership

Approximately how many people will be needed to help on your project? 5 to 10
Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will recruit my grandparents and neighbors to help with the construction of the kiosk because they have and know how to use some of the tools I will need. I will recruit my friends to help deconstruct and install the kiosks, because they are able to help lift heavy things, and be of service any way I need.

What do you think will be most difficult about leading them?

What I think will be the most difficult in leading them will be staying in constant communication with all of them at the same time. I think another difficulty leading them I may have will be making sure they are adequately equipped for any job they may be doing, such as making sure everyone using power tools has safety glasses on.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

4 bags of Gravel 40lbs pound
Two sheets plywood 4ft by 8 ft
2 8 ft 2 by 4
1 bale of black roofing shingles
3/4 in stainless steel roofing nails 5 lbs
1 box 3in deck screws
2 10 foot 4 by 4's pressure-treated wood
2-3ft by 4ft plexiglass
2 hinges
1 lock hinge
Wood stainer

Proposal Page C Owen John Myers
4 paint brushes

**Supplies**  *Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.*

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

- First Aid kit
- Masks
- Hand sanitizer
- Safety glasses
- Work gloves
- Food and water
- Rope
- Drop cloth
Tools
What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.
- Power tools (Drills and Saws)
- Shovels
- Hammers
- Crowbar
- Post hole digger

Other Needs
Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.
What other needs do you think you might encounter?
I may need dumpster depending on how much debris I will have

Permits and Permissions
Note that property owners should obtain and pay for permits.
Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?
No permits will be needed.

Preliminary Cost Estimate
You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

<table>
<thead>
<tr>
<th>Enter estimated expenses below: (Include sales tax if applicable)</th>
<th>Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.</th>
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</thead>
<tbody>
<tr>
<td>Materials:</td>
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<td>Supplies:</td>
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<td>Tools:</td>
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<td>Other:</td>
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<tr>
<td><strong>Total costs:</strong></td>
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Project Phases
Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Prepare and develop my project plan
2. Propose my plan to get approval from Paint Creek Trail Commission, and approval from Scout Approval Representative
3. Begin my fundraising process to help cover the costs
4. Ask family and friends to help start the building process for the kiosk
5. Tear down existing kiosk
6. Finish the building of the kiosk
7. Install the new kiosk where the existing one is located
8. Fill out any remaining paper work and check my budget to see how I stuck to it and

Proposal Page  D  Owen John Myers
Logistics
How will you handle transportation of materials, supplies, tools, and helpers?
Transportation I will be using my dad's Ford Explorer to transport the materials and kiosk from my house and to the trail site. I will make sure the right amount of supplies by double checking what I need before I order them. The tools I will be able to obtain fairly easy because I will be using my dad's and grandparents tools. My helpers will be managed by having them sign in and sign out, and I will stay in constant contact with them. I will need to have myself or my volunteers to park in the parking area off of Gallagher road by the Paint Creek Trail.

Safety Issues
Describe the hazards and safety concerns you and your helpers should be aware of.
The safety issues that my helpers should be aware of is potentially heavy lifting, dust, and loud noises.

Project Planning
You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.
List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."
My action steps towards a more detailed plan will be getting and exact number of how much money I will need to raise for my project. I will also be increasing the contact that I have with the beneficiary, the closer if gets to the installment of the new kiosk. I will be double checking my material list to make sure that I will have the right amount, and right kind of materials that I will need.
Candidate's Promise*  Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed [Signature] Date 7/14/20

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

<table>
<thead>
<tr>
<th>Unit Leader Approval*</th>
<th>Unit Committee Approval*</th>
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<tbody>
<tr>
<td>I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.</td>
<td>This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.</td>
</tr>
<tr>
<td>Signed [Signature] Date</td>
<td>Signed [Signature] Date</td>
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<td>Name (Printed)</td>
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<tr>
<th>Beneficiary Approval*</th>
<th>Council or District Approval</th>
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<tr>
<td>This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required. Our Eagle candidate has provided us a copy of &quot;Navigating the Eagle Scout Service Project, Information for Project Beneficiaries.&quot;</td>
<td>I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on &quot;Unauthorized Changes to Advancement.&quot; Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.</td>
</tr>
<tr>
<td>Signed [Signature] Date</td>
<td>Signed [Signature] Date</td>
</tr>
<tr>
<td>Name (Printed)</td>
<td>Name (Printed)</td>
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</table>

*While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.
Melissa: Find attached a rough draft of the proposed stairway at the bridge. This works well (the curve) without using a landing. Showing at 8-feet wide to hopefully save on some cost as I do not anticipate a large amount of traffic.

Review and provide any feedback and we will proceed from that point.

Regards,

Steve

Steven L. Bouws, P.E.
Senior Project Engineer
The Mannik & Smith Group
Desk: 734-289-2200 x 4025
Cell: 734-755-8273

CONFIDENTIALITY NOTICE

The information contained in this communication and its attachment(s) is intended only for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or exempt from disclosure. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify postmaster@manniksmithgroup.com and delete the communication without retaining any copies. Thank you.
MEMO

To: Commissioners, Alternates & Staff
From: Rock Blanchard, Chair – Paint Creek Trailways Commission
Subject: Moutrie Pollinator Garden
Date: June 15, 2020

Planting at the Garden was completed on June 17th. The city of Rochester Hills is watering the garden twice a week and weeding it twice a month. In the spring, they will mulch the garden with 4” of double shredded hardwood.

Since the opening of the garden, cyclists have been using the narrow dirt path adjacent to the garden to bypass the trail, sometimes at a high rate of speed as well as crossing over the garden to reach the main trail. The Moutrie Garden Committee would like the Commission to consider adding a fence to provide a separation between the dirt walking path and the garden. One type of fence which the Committee is considering is a split rail...
fence consisting of two rails approximately 60 feet long with a self-closing gate. The gate would provide access to the garden from the dirt path for walkers.

Additionally, Chairman Blanchard is requesting the Commission consider designating the side path as a walking path and that cyclists be asked to use the main trail or walk their bikes. The path would have to be signed with that designation. For example, Narrow Path Walkers Ahead, Please Walk Your Bikes or Not a Bike Path, Cyclists Should Use the Main Trail or Walk their Bikes. Chairman Blanchard agrees with Ms. Ford that the next step would be to request a risk control visit to the site from MMRMA.

**Desired Commission Action:**

The Moutrie Committee is requesting that the Commission approve a split rail design for the garden with a budget of $500 to pay for the fence, if needed. We may have an Eagle Scout candidate interested in the project.

Secondly, Chairman Blanchard is requesting that the Commission instruct the Trail Manager to request a risk control visit from MMRMA for the side path near Kings Cove.
CONTRACT FOR PARKING AREA RESURFACING

THIS CONTRACT FOR PARKING AREA RESURFACING (“Contract”) shall be considered as made and entered into as of the date it has been fully signed, and is between the Paint Creek Trailways Commission (“Commission”), whose address is 4393 Collins Road, Rochester, Michigan 48306, and WCI Contractors Inc., a Michigan corporation, (“Contractor”) whose address is 20210 Conner Street, Detroit, Michigan 48234.

THE COMMISSION AND CONTRACTOR AGREE AS FOLLOWS:

1. Project and Term. This Contract is for the limestone aggregate resurfacing of two (2) parking areas along the Paint Creek Trail, in accordance with the Specifications, attached and incorporated as Exhibit A (the “Work”). Any changes to the Work set forth in the Specifications shall be set forth in writing signed by both parties. The Commission may order additions, deletions, or revisions in the scope of the Work based on site conditions. Any such changes shall be approved by the Commission. Any such changes shall be set forth in the form of a change order, and are subject to the changes on contract time and price as approved by the parties prior to initiating the changes in the Work. Upon completion of the necessary change order document, Contractor shall promptly proceed with the Work, or delete the Work, as set forth in the change order. All additional or revised work shall be performed in accordance with the terms and conditions of the Contract Documents.

2. Parking Area Resurfacing. For and in consideration of payment by the Commission as provided under the Payment Section of this Contract, Contractor shall perform the Work, including: limestone aggregate resurfacing of the following parking areas along the Paint Creek Trail in Oakland Township: Gallagher Road Parking Area and Dutton Road Parking Area, in accordance with the attached and incorporated Specifications in Exhibit A.

3. Timing of Performance. Performance of this Contract shall commence within fourteen (14) days after execution of this Contract, and substantial completion of the work shall be completed within sixty (60) calendar days. In the event of an unavoidable delay such as an Act of God, a weather delay, a strike, a court injunction, epidemic, pandemic, or direction by the Commission, the timing for performance of any such work may be extended for additional specified periods of time, as the Commission deems just and reasonable, in writing, in the Commission’s sole discretion.

4. Guarantee. Neither the verification and approval by the Commission’s Engineer of the final invoice, nor the making of the final payment by the Commission to the Contractor shall relieve the Contractor of responsibility for faulty materials or workmanship discovered within one year after the date of final payment for the Work; and the Contractor
shall promptly replace any such defects. The Commission’s Engineer shall decide all
conflicts of fact regarding such defects.

5. **Payment.** The Commission agrees to pay the Contractor Twenty Thousand Dollars
($20,000.00). Payments shall be made upon verification and approval of invoices received
by the Commission. All payments to Contractor shall be submitted by mail at Contractor’s
address first listed above, unless Contractor provides written notice of a change in the
address to which such payments are to be sent.

6. **Inspections, Notices and Remedies Regarding the Work.** During the performance of the
Work by Contractor, the Commission shall have the right to inspect the Work and its
progress to assure that it complies with this Contract. If such inspections reveal a defect in
the Work performed or other default in this Contract, the Commission shall provide
Contractor with notice of the defect or default. Upon receiving such a notice from the
Commission, Contractor shall immediately correct the specified defects or defaults. Upon
failure to do so, the Commission may terminate this Contract, or preserve its claims of
defects or defaults without termination, by written notice of the Contractor.

If within one year after the date of completion of the Work, or such longer period of time
as may be prescribed by the terms of any applicable guarantee required by the Contract,
any Work is found to be defective, Contractor shall promptly, without cost to Commission
and in accordance with Commission’s written instructions, repair such defective land or
areas; or correct such defective Work.

Contractor’s obligations under this Paragraph are in addition to any other obligation or
warranty. The provisions of this Paragraph shall not be construed as a substitute for or as a
waiver of the provisions of any applicable statute of limitations or repose.

7. **Termination.** This Contract, including any extension or amendment of this Contract, may
be terminated with cause, by either party upon written notice to the other party.

A. In the event this Contract is terminated prior to completion of the Work,
the Commission shall not be responsible to make any further payments
for work performed after the effective date of such termination, and
shall pay Contractor for such work as has been completed and is
eligible for payment under the terms of this Contract through the date of
such termination. In all events, the Commission shall only be responsible
to make the payments described in the preceding sentence if, at the
Commission’s request, Contractor continues to fully perform its duties and
obligations in full compliance with the terms of this Contract through the
effective date of the termination. Additionally, termination shall not relieve
Contractor of its obligation to provide Commission with all of the plans and
product generated under this Contract through the effective date of
termination. Sections 4, 8, 9 and 10 of this Contract shall survive completion of the Work and any termination of this Contract.

B. Prior to the effective date of any termination or prior to the completion of the Work (including any extension of the timing for completion), whichever is the first to occur, Contractor shall deliver to the Commission all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the Work or that relates to the Work in any way; provided that Contractor may retain a copy of such materials for its files. The Commission shall be permitted to withhold any payments and reimbursements otherwise owing to Contractor under the terms of this Contract until all such materials are delivered to the Commission in accordance with the terms and conditions of this Contract.

8. Information. It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Commission and shall be promptly delivered to the Commission upon the termination of this Contract or, at any time, upon the Commission's request.

9. Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its Work under this Contract. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the Paint Creek Trail Commission, its elected and appointed officials, employees and volunteers and others working on behalf of the Commission, against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Commission, by reason of personal injury, including without limitation bodily injury or death, and/or property damage, which arises out of or is in any way connected or associated with this Contract, the performance of Work under this Contract, or other actions or inactions of the Contractor in connection with the Work performed.

10. Insurance. This Contract is conditioned on the Contractor meeting the insurance requirements that is required in accordance with Exhibit B being satisfied by the Contractor
and confirmed by the Commission, with said insurance coverage to be maintained for the life of this Contract and the Commission being entitled to thirty (30) days written notice of any cancellations or changes.

11. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Commission and Contractor.

12. Assignment. Neither the Commission nor Contractor may assign this Contract without the written consent of the other.

13. Independent Contractor. The parties to this Contract intend that the relationship between them created by this Contract is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Contractor is an independent contractor who has been retained to render services to the Commission to achieve specific results in exchange for specified recompense. As an independent contractor, Contractor expressly agrees that: (a) In the performance of this Contract, the relationship of Contractor to the Commission shall be that of an independent contractor and not that of an employee or agent of the Commission, and neither Contractor, nor any agent, employee or permitted subcontractor of Contractor, shall be or may be deemed to be the employee or agent of, or a servant to, the Commission; (b) Contractor will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents; (c) Neither the Contractor nor any officer, agent, employee or subcontractor of the Contractor shall be eligible for coverage under or eligible to receive the benefits of the Commission's Workers' compensation, unemployment or health insurance, pension plans or other benefit plans; (d) Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical/health benefits, Worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract; and (e) Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Commission.

14. Compliance with Laws. This Contract shall be subject to all applicable state and federal laws, rules or regulations that apply because the Commission is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

15. Termination. The Commission reserves the right to cancel this Contract without cause or for any reason upon thirty (30) days written notice.
16. **Notices.** Written notices, invoices and payments under this Contract shall be provided to the parties at their addresses contained in this Contract by personal delivery or first class mail delivery to the attention of the following persons:

- **Commission:** Commission Supervisor/Superintendent
- **Contractor:** Tom Maliszewski

17. **Exhibit Documents; Incorporation.** The following documents are attached to this Contract and are incorporated into and made a part of this Contract:

   - Exhibit A. Specifications for Resurfacing Project
   - Exhibit B. Insurance Requirements
   - Exhibit C. Contractor’s Quote

18. **Dispute Resolution/Arbitration.** The parties agree that any disputes regarding a claimed default, breach or violation of this Contract shall first be submitted in a written notice to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this Contract. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party considering any timing issues that may be involved, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.

19. **Discrimination.** Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of such contract with respect to terms of hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his or her age, sex, race, color, religion, national origin, or ancestry.

20. **Severability; Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect,
this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Contract. This Contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the Contract shall remain in full force and effect. The fact that one of the parties to this Contract may be deemed to have drafted or structured any provision of this Contract shall not be considered in construing or interpreting any particular provision of this Contract, either in favor of or against such party.

21. Non-Waiver. Any failure or delay by the Commission to enforce or assert any provision of this Contract shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. No waiver, alteration, amendment, or modification of any provisions of this Contract shall be binding unless in writing and signed by the parties hereto. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Corporate Authority. Each party represents and warrants that it has the authority to enter into this Contract, and that this Contract is wholly enforceable against it, without requiring additional approval or other action.

IN WITNESS WHEREOF, the Commission and the Contractor have executed this Contract, as of the date first listed above.

PAINT CREEK TRAILWAYS COMMISSION

By: Rock Blanchard   Its: Chairperson
Dated: __________________________

WCI CONTRACTORS, INC.

By: ____________________ Its: ___________
Dated: ______________________________
EXHIBIT A

Specifications for Resurfacing Project

The limestone aggregate resurfacing project shall be in accordance with the Bid Plans for Gallagher Road Parking Area and Dutton Road Parking Area, both dated April 24, 2019, prepared by Mannik Smith Group, and attached hereto.
EXHIBIT B

Insurance Requirements

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Paint Creek Trailways Commission. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.

3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers’ Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The Paint Creek Trailways Commission, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Paint Creek Trailways Commission as additional insured, coverage afforded is considered to be primary and any other insurance the Paint Creek Trailways Commission may have in effect shall be considered secondary and/or excess.

5. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Paint Creek Trailways Commission, Attention: Ms. Melissa M. Ford, 4393 Collins Road, Rochester, Michigan 48306).
6. **Proof of Insurance Coverage:** The Contractor shall provide the Paint Creek Trailways Commission at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Paint Creek Trailways Commission at least ten (10) days prior to the expiration date.
EXHIBIT C

Contractor’s Quote for the Work (attached)
May 27, 2020

Melissa M. Ford, Trail Manager  
Paint Creek Trailways Commission  
4393 Collins Road  
Rochester, MI  48306  

Re: Paint Creek Trail – Aggregate Surfacing

The following is our quotation for the aggregate surfacing of the parking lots located at Dutton Road and Gallaher Road.

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<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>180 Ton Aggregate Surface Cse Special</td>
<td>$100.00 per ton</td>
<td>$18,000.00</td>
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<tr>
<td>Traffic Control</td>
<td></td>
<td>$2,000.00</td>
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<tr>
<td>(Barrels)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20,000.00</strong></td>
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These prices are consistent with our Alternate 1 and 3 bid quotation.

Please call if you have any questions.

Sincerely,

Thomas A. Maliszewski  
President
This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the Paint Creek Trailways Commission in the county of Oakland County for the Michigan Natural Resources Trust Fund grant number TF16-0008.

The purpose of this amendment is to:

• extend the end date of the project period from 07/31/2020 to 10/31/2020 to allow for more time to complete the project.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

• The time period allowed for project completion is 07/14/2017 through 10/31/2020, hereinafter referred to as the “project period.” Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.

• Submit a complete request for final reimbursement within 90 days of project completion and no later than 1/30/2021. If the GRANTEE fails to submit a complete final request for reimbursement by 1/30/2021, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.
D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE’S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment, the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

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<th>(date)</th>
<th>(special or regular)</th>
<th>(name of approving body)</th>
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GRANTEE

SIGNED                           WITNESSED

By: ____________________________  By: ____________________________
Title: __________________________  By: ____________________________
Date: __________________________  

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED                           WITNESSED

By: ____________________________  By: ____________________________
EFFECTIVE DATE: __________________  By: ____________________________
RESOLUTION NO. 2020-003

RESOLUTION APPROVING AND AUTHORIZING
AN AMENDMENT TO A DEVELOPMENT PROJECT AGREEMENT

At a meeting of the Paint Creek Trailways Commission, Oakland County, Michigan, held virtually via GoToMeeting, on the 21st day of July, 2020, at 7p.m.

PRESENT:

ABSENT:

The following resolution was offered by __________ and supported by __________.

WHEREAS, the Commission has undertaken a project entitled the Paint Creek Trail Bridge 33.7 Renovation, #TF16-0008 (the "Project"); and

WHEREAS, on August 15, 2017, the Commission adopted a Resolution Regarding the Development of Property through the Michigan Natural Resources Trust Fund, pursuant to which the Commission approved entering into a Development Project Agreement (the "Agreement") with the Michigan Department of Natural Resources (the "Department") to obtain a grant for the Project; and

WHEREAS, the Department and the Commission entered into the Agreement; and

WHEREAS, the Commission began work on the Project; and

WHEREAS, the Agreement called for completion of the Project by July 31, 2019, but the Project completion has been delayed; and

WHEREAS, the Department and the Commission are willing to amend the Agreement to extend the Project completion deadline to October 31, 2020; and

WHEREAS, the public health, safety and welfare will be served by extending the Project completion deadline.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:
1. The Commission approves and authorizes an amendment to the Agreement in the form attached hereto as **Exhibit A**.

2. The Chairman of the Commission is authorized to execute the Amendment on behalf of the Commission, to make such minor changes to the Amendment as required or requested by the Department and to take such other actions as may be necessary or appropriate regarding the Amendment.

3. All actions heretofore taken by Commission officials, employees, and agents with respect to the Agreement are hereby ratified and confirmed.

4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

**YEAS:**

**NAYS:**

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN  )

COUNTY OF OAKLAND  )

I, the undersigned, the duly qualified and acting Secretary of the Paint Creek Trailways Commission, Oakland County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Commission at a meeting held on the ___ day of July, 2019, at __:00 __m.

______________________________
Commission Secretary
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: Paint Creek Trail Addendum to Temporary Use Permit
Date: June 14, 2020

Following the June meeting, Trail Manager Ford reached out to both the Trail’s insurance company and the Trail attorney regarding the Commission’s concerns about COVID-19 and the Trail’s potential liability if events were held on the trail. Both felt that the original permit needed to be amended to address COVID-19 and include language holding the Commission harmless. Additionally, they felt that the event participants should sign a waiver prior to the event. The Trail attorney then drafted the amendment that follows this memo.

The event held on July 12th on the Trail went smoothly. The organizer, Frank Race Management, complied with all of Trail staff’s requests and had each participant sign the waiver, which we have since received for our records.

The amendment language can be added to the current Temporary Use Permit and can be utilized for future events if necessary.
Paint Creek Trail
Addendum to Temporary Use Permit No. ___

Date:

To:

From: Chris Gray, Assistant Trail Manager
Paint Creek Trail

Temporary Use Permit No. _______, issued to _____________________ on ____________, shall be supplemented, amended or otherwise revised as itemized below.

Amend TERMS of the PERMIT

Add:
7. Permit Holder acknowledges and agrees that there are risks of exposure to Covid-19 and agrees to assume the full risk of liability for conducting the scheduled race event on _____________. Permit Holder agrees to conduct the race event in compliance with the all Executive Orders issued by the Governor of the State of Michigan and in accordance with the recommendations of the Centers for Disease Control, including but not limited to social distancing requirements.

Permit Holder further agrees to indemnify and hold harmless and defend the Paint Creek Trail Commission, its officers, agents, volunteers, sponsors and employees from any and all claims resulting from illness, including death and losses sustained by and arising out of, connected with, or in any way associated with this race event.

8. Permit Holder shall obtain, in addition to its general waiver of liability, the following waiver from each race event participant, whether in electronic or paper format, and shall provide copies of said waivers to the Paint Creek Trail Commission:

As a race participant (or as a parent of a race participant under 18 years of age), I recognize and acknowledge that participating in this race event is potentially hazardous, including the risk of exposure to Covid-19 and I agree to assume the full risk of any illness, including death, damages, loss which I, or my child may sustain as a result of participating in the race event.
I do hereby fully release and discharge the Paint Creek Trail Commission, its officers, agents, volunteers, sponsors and employees from any and all claims from illness, including death, damages or loss which I or my child may sustain on account of participation in the race event. I further agree to indemnify and hold harmless and defend the Paint Creek Trail Commission, its officers, agents, volunteers, sponsors and employees from any and all claims resulting from illness, including death and losses sustained by and arising out of, connected with, or in any way associated with this race event.

This is to certify that I, for myself, or as parent/guardian with legal responsibility for this participant, do consent and agree to the release, indemnify and hold harmless as provided above, from any and all liabilities incident to my, or my minor child’s involvement or participation above, even if arising from my or my child’s negligence.

WITNESSES OF SIGNATURES:

PARTIES’ SIGNATURES:

PAINT CREEK TRAILWAYS COMMISSION

Date

By: Chris Gray
Its: Assistant Trail Manager

Date

By:
Its:
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: 2020 Trail Events
Date: July 13, 2020

2020 Trail Event Schedule

All upcoming events scheduled for 2020 have either been cancelled or converted to virtual events.

The Motor City Brew Tour Cruisin’ For the Trails event scheduled for August 30th has been cancelled for this year and has been rescheduled for May 1st, 2021.

Labor Day Bridge Walk

Trail staff has brainstormed two concepts for the Commission to consider in lieu of the traditional Labor Day Bridge Walk event. Both ideas will allow participants to practice social distancing measures.

Concept 1 – Paint Creek Trail Bridges Photography Contest

This concept would consist of a photography contest with voting held via social media. Participants would be encouraged to submit photographs of any of the twelve bridges located on the trail via email. All photos which meet the guidelines (TBD) would then be posted on the Trail’s social media accounts for voting. The photograph with the most “likes” after a predetermined time period would then be declared the winner and receive a prize basket of Paint Creek Trail swag. Participants would complete and sign a submission form with their entry which would grant PCTC the right to use their image for display on printed and emailed materials or other marketing purposes with credit given to the photographer.

Concept 2 – Paint Creek Trail Bridge Bingo

Trail staff would develop a “Bingo” card with twelve squares, each one representing one of the twelve bridges on the trail. The card would be available for download via the trail website and social media. In each square, participants would be directed to complete an
activity specific to that bridge. For example, take a selfie, answer a question, or photograph a specific feature of the bridge, etc. Once the bingo card is completed, participants would then submit a scan or photograph of the completed card, any required photographs, and their contact information via email. All completed cards would be entered into a raffle. The winner of which would receive a Paint Creek Trail swag prize basket.
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: Paint Creek Trail Staff Schedule
Date: June 14, 2020

Out of an abundance of caution, Trail staff will be working staggered shifts from one another in order to minimize contact. Pre-COVID-19, Ms. Ford and Ms. Gray each typically worked 3 days per week. In order to accommodate this new arrangement, Ms. Ford will work two full 8-hour days (M & F) and one 4-hour half day (T or W morning) in the office. She will then work her remaining 4 hours either on the trail or remotely. Ms. Gray will work in the office in the afternoon three days (T, W, Th) per week.
MEMO

To: Commissioners, Alternates and Staff
From: Melissa Ford, Trail Manager
Subject: July Manager's Report
Date: July 13, 2020

Advisory Committee Reports
There are no advisory committee reports.

Complaints/Vandalism
Trail staff received word that two adjacent homeowners’ properties were damaged as a result of falling trees during the storm on June 10th. At the first property, a fence was damaged and at the other, the roof of an outbuilding was damaged. Claims for both incidents have been filed with the trail’s insurance company.

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

Finances
- All Member Community invoices for 2020 Operations and Patrol have been received.
- All January license fees have been paid.
- All July license fee invoices have been sent out.

Follow Up
- Bridge 31.7: The Vanguard chapter of Trout Unlimited removed the log jam at the bridge on June 20th. Please see the photos below of the before and after. The Clinton Valley chapter of TU plans to remove a log jam at the first bridge south of Silverbell later this summer. I will inform the Commission of the exact date once it is scheduled.
• **Bridge 33.7 Renovation:** Trail staff are still waiting to receive the final invoice for the project from MDOT/RCOC. I will be recording the audio for the sign that will be located adjacent to the bridge Wednesday, July 22nd. CMNtv will be assisting with the recording and editing of the audio. Once completed, the audio sign, bench and trash and recycling bins will be installed at the site.

• **Ralph C. Wilson, Jr. Foundation Funds:** A draft design for the stairs at Bridge 33.7 is included in your packet. Members of the neighborhood adjacent to the bridge plan to attend the July Commission meeting to share their feedback on the proposed bridge design. The contract for the parking lot resurfacing project is included in your packet for review.

• **Mounted Patrol:** Mounted Patrol has informed Trail staff that during extreme heat, they will be unable to patrol the trail. The high temperatures and lack of consistent access to water is unsafe for the horses. They plan to make up any shifts that were suspended as the season progresses.

• **East Clarkston Road Pathway:** OHM Advisors has notified Trail staff that the project contractor anticipates temporary closures of the trail near Kern Road during the month of August to facilitate construction. A minimum of 3-day notice will be provided for each closure. Staff will post updates on the closures on both the trail’s website and social media accounts so that trail users are made aware and can plan accordingly.

### Future Agenda Items

- Memorial Bench Policy (consider adding Memorial Tree program)
- Portable defibrillator for Bike Patrol use
- Trail safety and maintenance standards
- Oakland Township Historical Society Railroad Signal Booth

### Promotion of the Trail

- Our Facebook page has 6,961 followers, an increase of 78 since last month.
- Our Twitter account has 780 followers, an increase of 3 since last month.
- Our Instagram Account has 1,070 followers, an increase of 60 since last month.
- Our E-Newsletter has 154 subscribers.
- I’ve posted information and photos on social media.

### Paint Creek Trail Website Analytics

In the last 30 days, we had 8,718 visitors, with 260,494 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>9,573</td>
</tr>
<tr>
<td>Trail Maps</td>
<td>2,181</td>
</tr>
<tr>
<td>Parking</td>
<td>983</td>
</tr>
<tr>
<td>E-Newsletter Sign up</td>
<td>550</td>
</tr>
<tr>
<td>Contact Us</td>
<td>524</td>
</tr>
<tr>
<td>Mileage</td>
<td>519</td>
</tr>
<tr>
<td>FAQs</td>
<td>480</td>
</tr>
<tr>
<td>Commission Members</td>
<td>417</td>
</tr>
<tr>
<td>Location</td>
<td>284</td>
</tr>
<tr>
<td>Agendas, Minutes &amp; Packets</td>
<td>269</td>
</tr>
</tbody>
</table>
In June, we had 9,508 visitors, with 226,854 visits. The top 10 visited pages:

<table>
<thead>
<tr>
<th>Top Pages</th>
<th>June</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Page</td>
<td>7,733</td>
</tr>
<tr>
<td>Trail Maps</td>
<td>1,832</td>
</tr>
<tr>
<td>Parking</td>
<td>914</td>
</tr>
<tr>
<td>Contact Us</td>
<td>633</td>
</tr>
<tr>
<td>E-Newsletter Sign up</td>
<td>527</td>
</tr>
<tr>
<td>Mileage</td>
<td>492</td>
</tr>
<tr>
<td>COVID-19</td>
<td>320</td>
</tr>
<tr>
<td>FAQs</td>
<td>282</td>
</tr>
<tr>
<td>Commission Members</td>
<td>271</td>
</tr>
<tr>
<td>Agendas, Minutes &amp; Packets</td>
<td>219</td>
</tr>
</tbody>
</table>

**Commission Ad-Hoc Committee Assignments**

<table>
<thead>
<tr>
<th>Recognition Ad Hoc committee</th>
<th>Gamage, Olijnyk, Pinkham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Ad Hoc committee</td>
<td>Becker, Blanchard, Olijnyk, Steele</td>
</tr>
<tr>
<td>Rochester Hills Art/Pathway Project committee</td>
<td>Becker, Blanchard, Ferriolo, Walker</td>
</tr>
<tr>
<td>SE Rochester Property Ad Hoc committee</td>
<td>Becker, Gamage, Sage, Simon</td>
</tr>
<tr>
<td>Labor Day Bridge Walk (Sept 2) Ad Hoc committee</td>
<td>Ferriolo, Olijnyk, Walker</td>
</tr>
<tr>
<td>Lake Orion Ad Hoc committee</td>
<td>Becker, Blanchard, Steele, Stout</td>
</tr>
<tr>
<td>Trail Branding &amp; Signage Ad Hoc committee</td>
<td>Gamage, Ford, Olijnyk, Pinkham</td>
</tr>
<tr>
<td>Trail Improvements &amp; Resurfacing Ad Hoc committee</td>
<td>Becker, Sage, Stout, Walker</td>
</tr>
<tr>
<td>Licensing Ad-Hoc committee</td>
<td>Gamage, Simon, Stout, Walker</td>
</tr>
</tbody>
</table>

**2020 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</td>
<td>The 2020 Cruisin’ for the Trails event is scheduled for May 2 on the PCT. The event is sold out! Cruisin’ for the Trails has been rescheduled for August 30 due to COVID-19. Cruisin’ for the Trails has been cancelled for 2020. It will be held next year on May 1st, 2021.</td>
<td>1</td>
</tr>
<tr>
<td>(ongoing)</td>
<td>Ongoing. Due to increased numbers of trails users, staff has been posting content about proper trail etiquette more frequently on our social media accounts. <strong>New trail courtesy signs have been posted in all the kiosks.</strong></td>
<td>2</td>
</tr>
<tr>
<td>New Brochure/Map Update</td>
<td>Map will be updated as part of the Signage project.</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. April TWLA meeting postponed due to COVID-19.</td>
<td>2</td>
</tr>
<tr>
<td>Trail Closure education/public relations/Communications Plan campaign (Ongoing)</td>
<td>Ongoing. Continue to utilize social media, website and other resources to provide information to trail users. <strong>There will be daily trail closures starting in August at the trail connector site near Clarkston &amp; Kern. Staff will continue to utilize social media and the website to notify trail users.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Adopt –A-Trail program</td>
<td>The first cleanup will be held in early May. A second cleanup will occur in October. Spring cleanup may be postponed due to</td>
<td>2</td>
</tr>
</tbody>
</table>
COVID-19. Adopt-a-Trail groups may organize a cleanup if they wish but are asked to follow social distancing guidelines and to take all collected trash with them to dispose.

| Develop a volunteer program to recruit, train to help in the office special projects and special events | 1 |
| Make presentation at member community City Councils and Township Boards | 1 |

<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>Master Plan submitted to DNR. Master Plan approved by DNR on May 11, 2020. Plan is active through 2024.</td>
<td>1</td>
</tr>
<tr>
<td>Southeast Rochester Property Development</td>
<td>Southeast Rochester Property development is currently on hold.</td>
<td>1</td>
</tr>
<tr>
<td>Wayfinding signage in Rochester &amp; Lake Orion/Trail identification and road crossing signage (Branding)/Gateway signage – Each community</td>
<td>Rochester Sign Shop has ordered materials and is waiting on PCT staff for finalized map and artwork. Map and artwork are finalized. Project on hold due to DNR spending freeze. Reimbursement for logo and signage design work and 50% deposit for sign fabrication received from DNR. Additional gateway, kiosk and wayfinding signs will be financed by remaining RCWJF funds.</td>
<td>1</td>
</tr>
<tr>
<td>Bridge 33.7 Renovation Project – work with OTPRC, MDOT, and DNR to replace bridge</td>
<td>Punch list items still need to be completed. A memo in your packet from MSG detailing their response to the Commission’s request for MSG to pay for the additional timber approach railing at the bridge. Punch list items completed on June 5, 2020. Second reimbursement received from DNR for MNRTF grant. <strong>Staff is requesting a time extension as we are still waiting on the final invoice from MDOT/RCOC.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Bridge 33.7 Stairs</td>
<td>Requesting funding from Ralph C. Wilson, Jr. Foundation for project. Received cost estimate of $32,00-42,00 from MSG for design work, bid prep, construction &amp; inspection/project management. Field survey and design work in progress by MSG. <strong>Draft stair design is included in your packet.</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning &amp; Development Goals</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Trails Day –June 6, 2020</td>
<td>Will be held in conjunction with Bridge 33.7 ribbon cutting. Will be a virtual event this year due to COVID-19. <strong>Issued press release and posted content on website and social media accounts.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Labor Day Bridge Walk – September 7, 2020</td>
<td>TBD. <strong>Two virtual event concepts are included in your packet for consideration.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Bridge 33.7 &amp; Resurfacing Ribbon Cutting</td>
<td>Ribbon cutting will be held in conjunction with National Trails Day on June 6th. DNR has notified us that the requirement to hold a recognition ceremony is suspended. We may utilize another method of public awareness such as a press release to recognize the DNR for their funding of this project. <strong>TBD. A ribbon cutting will be held once conditions are safe to do so. At the completion of the project, staff will issue a press release recognizing the DNR for their funding of the bridge.</strong></td>
<td>1</td>
</tr>
<tr>
<td>Policies</td>
<td>Progress</td>
<td>Priority</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Native Plant Approval Policy</td>
<td>No progress yet. Need expert assistance</td>
<td>3</td>
</tr>
<tr>
<td>Conservation Stewardship Policy</td>
<td>No progress yet. Need expert assistance</td>
<td>3</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>
<td>2</td>
</tr>
<tr>
<td>Establish Memorial Tree Donation Program</td>
<td>Will be added to April agenda for discussion. Will be added to future agenda for discussion.</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance and Inspection</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assure Restrooms are maintained (ongoing)</td>
<td>Ongoing. Clarkston/Kern restroom closed until further notice due to COVID-19 and to prevent further vandalism. <strong>All restrooms on the trail are currently open.</strong></td>
<td>1</td>
</tr>
<tr>
<td>Continue vandalism prevention education (ongoing)</td>
<td>Ongoing.</td>
<td>2</td>
</tr>
<tr>
<td>Continue surface maintenance inspections and coordination of repairs (ongoing)</td>
<td>Ongoing.</td>
<td>2</td>
</tr>
<tr>
<td>Address ADA compliance issues identified in 2020-2024 PCT Recreation Master Plan</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trail Safety</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rochester – Bridge 31.7 Replacement</td>
<td>City of Rochester has received bridge inspection report. Will send to PCTC once they have reviewed it. Log jam at bridge. Rochester DPW aware of situation and have set the removal of the jam as a priority when the stay at home order is lifted. Trout Unlimited contacted and willing to assist with removal of log jam. Trout Unlimited coordinating log jam removal with city of Rochester. <strong>Log jam removed by Vanguard chapter of Trout Unlimited on June 20th. The Clinton Valley chapter of TU</strong></td>
<td>2</td>
</tr>
</tbody>
</table>
will be removing a log jam south of Silverbell later this summer.

<table>
<thead>
<tr>
<th>Task</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Crossing improvements – work with RCOC on Adams Rd. crossing</td>
<td>Ongoing. Continue working with RCOC for improvements at our crossings.</td>
<td>2</td>
</tr>
<tr>
<td>Slippery decking on Bridge 33.7</td>
<td>Safety signage ordered for bridge. Will be installed once the ground has thawed. Safety signage installed.</td>
<td>1</td>
</tr>
<tr>
<td>Purchase defibrillator for bike patroller</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

### Long Term Goals

<table>
<thead>
<tr>
<th>Long Term Goals</th>
<th>Progress</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polly Ann Connection</td>
<td>Construction has begun. Crews currently removing trees. Clearing is complete. Work on project resumed May 11th. <strong>Daily trail closures starting in August to facilitate construction.</strong></td>
<td>1</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. Opportunity to have historic railroad booth placed on the trail. Oakland Township Historical Society will make presentation at upcoming Commission meeting.</td>
<td>3</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>Integrate Village of Lake Orion extension more fully into Trail system</td>
<td>New kiosk sign will be placed at Village of Lake Orion trailhead near bike fix-it station.</td>
<td>1</td>
</tr>
<tr>
<td>Connections to Bald Mountain State Park</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Ensure focus on keeping the trail a “Natural Beauty Trail”.</td>
<td>Ongoing</td>
<td>1</td>
</tr>
</tbody>
</table>
## Community Foundation of Greater Rochester

### Fund Statement - Non Endowed

#### June 30, 2020

**Paint Creek Trailways**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td>$77,000.58</td>
</tr>
<tr>
<td><strong>Revenue &amp; Additions</strong></td>
<td></td>
</tr>
<tr>
<td>Gifts</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pledge Gifts</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interfund Gifts</td>
<td>$0.00</td>
</tr>
<tr>
<td>Dividends</td>
<td>$260.87</td>
</tr>
<tr>
<td>Interest Income on Investments</td>
<td>$364.49</td>
</tr>
<tr>
<td>Realized Gains and Losses</td>
<td>$40.71</td>
</tr>
<tr>
<td>Unrealized Gains and Losses</td>
<td>$508.50</td>
</tr>
<tr>
<td><strong>Total Revenue &amp; Additions</strong></td>
<td><strong>$1,174.57</strong></td>
</tr>
<tr>
<td><strong>Expenses &amp; Distributions</strong></td>
<td></td>
</tr>
<tr>
<td>Grants from Income</td>
<td>$0.00</td>
</tr>
<tr>
<td>Interfund Grants</td>
<td>$0.00</td>
</tr>
<tr>
<td>Admin. Fees Charged</td>
<td>$771.61</td>
</tr>
<tr>
<td>Misc. Fund Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td>Financial Fees</td>
<td>$30.79</td>
</tr>
<tr>
<td><strong>Total Expenses &amp; Distributions</strong></td>
<td><strong>$802.40</strong></td>
</tr>
<tr>
<td>Income Transfers</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>YTD FUND BALANCE</strong></td>
<td><strong>$77,372.75</strong></td>
</tr>
</tbody>
</table>