Paint Creek Trailways Commission Meeting

Tuesday, March 16th, 2021 at 7:00 PM

Via Teleconferencing – GoToMeeting
https://global.gotomeeting.com/join/458294901

Access code: 458-294-901
Or by phone: +1 (872) 240-3311

The purpose of the electronic meeting is to maintain social distancing and comply with the Michigan Department of Health and Human Services Emergency Order.

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 & Commissioner Locations
4. Approval of Agenda
5. Public Comment
6. Consent Agenda:
   a. Minutes: Regular Meeting, February 16, 2021
   b. Treasurer's Report – February 2021
7. Approval of Invoices
8. Approval: Temporary Permit, Beth Helmer – Lutheran Northwest High School – May 2, 2021

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.
9. **Discussion/Approval**: Revised License Agreement
10. **Discussion**: Solaronics License Agreement
11. **Discussion**: National Trails Day
12. **Discussion**: Oakland County Grant Opportunities
13. **Manager’s Report**
14. **Commissioner Reports**
15. **Adjournment of Regular Meeting**

**Next Regular Meeting:**
April 20, 2021 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306

Enclosures:  
Agenda Summary  
February 16, 2021 Regular Meeting Draft Minutes  
February 2021 Treasurer’s Report  
Temporary Permit Application: Lutheran Northwest High School – May 2, 2021  
Memo: License Agreements  
Revised License Agreement  
Memo: Solaronics  
Solaronics License Agreement & Maps  
Memo: National Trails Day  
Memo: Oakland County grant opportunities  
March Manager’s Report  
Community Foundation of Greater Rochester February Fund Statement  
Resolution 2020-005 2021 Paint Creek Trailways Commission Meeting Schedule  
Orion Green-up Flyer

**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.*
1. **Call to Order**
2. **Pledge of Allegiance**
3. **Virtual Meeting Announcement & Commissioner Introductions**
4. **Approval of Agenda**
5. **Public Comment**
6. **Consent Agenda:**
   a. Minutes: Regular Meeting, February 16, 2021
   b. Treasurers Report – February 2021
7. **Approval of Invoices**
8. **Approval:** Temporary Permit, Beth Helmer – Lutheran Northwest High School **Summary:** Lutheran Northwest High School Boosters are seeking approval for a 5k Run/Walk/Stroller on May 2, 2021. Application and proof of insurance is included in packet. The permit fee has been received.
   **Desired Action:** Approval
   **Budget Impact:** None
9. **Discussion/Approval:** Revised License Agreement
   **Summary:** Attorney Lisa Hamameh has provided a proposed updated License Agreement for Licensees which needs review by the Commission.
   **Desired Action:** Approval
   **Budget Impact:** TBD
10. **Discussion:** Solaronics License Agreement
    **Summary:** The Commission needs to discuss the status of the Solaronics License Agreement.
    **Desired Action:** Discussion/Direction
    **Budget Impact:** TBD
11. **Discussion:** National Trails Day
    **Summary:** A memo in your packet includes options for virtual, in-person and hybrid National Trails Day events.
    **Desired Action:** Discussion/Direction
    **Budget Impact:** TBD
12. **Discussion:** Oakland County Grant Opportunities
    **Summary:** Oakland County has grant funding opportunities for design, engineering and development projects on trails. Another grant opportunity exists for Community Invasive Species Treatment on public lands through CISMA.
    **Desired Action:** Discussion
    **Budget Impact:** TBD
13. **Manager’s Report:** Included in your packet.
14. **Commissioner Reports**
15. **Adjournment of Regular Meeting**

**Next Regular Meeting:**
April 20, 2021 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306
REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION
Via Teleconferencing – GoToMeeting
Access code: 637300933, or by phone 1-872-240-3311

CALL TO ORDER: The Tuesday, February 16, 2021 Regular Meeting was called to order by Vice-Chairperson Olijnyk at 7:00 p.m.

Voting Members Present: Brian Blust, Robin Buxar, Ken Elwert, Linda Gamage, Steve Sage (arrived 7:31 p.m.), Jeff Stout, David Walker
Voting Alternates Present: David Becker (voting until 7:31 p.m.)
Non-Voting Alternates Present: Dave Mabry, Theresa Mungioli, Martha Olijnyk
Voting Members Absent: Donni Steele
Alternates Absent: Julia Dalrymple, Ann Peterson, Chris Shepard
Village of Lake Orion Non-Voting Member Absent: Doug Hobbs
Village of Lake Orion Non-Voting Alternate Absent: Jerry Narsh
Others Present: Melissa Ford, Trail Manager, Chris Gray, Assistant Trail Manager, Sandi DiSipio, Recording Secretary

PLEDGE OF ALLEGIANCE: All rose and recited the Pledge.

VIRTUAL MEETING ANNOUNCEMENT: Vice-Chairperson Olijnyk stated the purpose of the electronic meeting is to maintain social distancing and comply with the Michigan Department of Health and Human Services Emergency Order. The meeting will be held electronically by video conference through GoToMeeting.com. The video conference can be accessed by downloading the GoToMeeting app, the meeting number is 637300933. 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 minute limit for public comment. You may also send correspondence regarding this meeting to the Paint Creek Trailways office addressed to 4393 Collins Rd., 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 office by appointment.

Per the virtual meeting requirement, all members present stated their name, that they are attending virtually, and where they are calling in from – Martha Olijnyk, Oakland Township, David Becker, Rochester, Brian Blust, Oakland Township, Robin Buxar, Oakland Township, Ken Elwert (having audio problems, but later stated he was attending from Orion Township), Linda Gamage, Rochester, Dave Mabry, Oakland Township, Theresa Mungioli, Rochester Hills, Jeff Stout, Orion Township, David Walker, Rochester Hills.

APPROVAL OF AGENDA: It was noted there was a mistake in the December Treasurer’s Report, which was approved at the last meeting. Vice-Chair Olijnyk feels this needs to be added
to the agenda to be re-approved as this is a voting item. Ms. Gray explained she spoke with the auditor to get his guidance. His suggestion was the report be redistributed with the correction, but because the amounts were correct and only tied to the wrong revenue item, he didn’t feel it needed to be approved, but it’s up to the Commission. She also talked to Chairperson Steele, and she concurred with the auditor. Ms. Olijnyk feels that because it was approved as part of a consent agenda, it would be appropriate to bring it back to make sure we’re approving the correction. This issue will be brought up after the invoices are discussed.

**MOTION** by Buxar, seconded by Becker, *Moved*, to approve the February 16, 2021 agenda as amended.

Roll Call Vote:
Ayes: Becker, Blust, Buxar, Elwert, Gamage, Stout, Walker
Nays: None

**MOTION CARRIED.**

**PUBLIC COMMENT:** None

**CONSENT AGENDA:**

a. Minutes – January 19, 2021 Regular Meeting, approve and file
b. Treasurer’s Report – January 2021

**MOTION** by Buxar, seconded by Stout, *Moved*, to approve the Consent Agenda as presented.

Roll Call Vote:
Ayes: Becker, Blust, Buxar, Elwert, Gamage, Stout, Walker
Nays: None

**MOTION CARRIED.**

**APPROVAL OF INVOICES:** Ms. Ford presented the list of invoices totaling $1,875.04. In addition to the recorder’s fee, this amount includes credit card charges for postage, one year renewal to WebHosting Pad and GoToMeeting charges for January and February, Mounted and Bike Patrol Services for October 2020, and the attorney’s invoice for license agreement review. Estimated unrestricted fund balance is $80,000. Mr. Stout asked if there is a breakdown from Oakland County for the October services. Ms. Gray explained this invoice was for the second half of October, and they came in under budget by 480 hours due to COVID and the very warm weather in August.

**MOTION** by Becker, seconded by Buxar, *Moved*, that the invoices presented for payment are approved in the amount of $1,875.04 and orders be drawn for payment.

Roll Call Vote:
Ayes: Becker, Blust, Buxar, Elwert, Gamage, Stout, Walker
Nays: None

**MOTION CARRIED.**

**DISCUSSION OF DECEMBER 2020 TREASURER’S REPORT:** Ms. Gray explained the treasurer’s report that was approved, in the revenue items for the Friends of the Paint Creek Trail, the amounts were flipped between the donations and the reimbursement on the Pollinator Garden sign. The amounts were correct, but not in the right line items. A corrected report was displayed. The Vice-Chair suggested a motion be made to receive and accept the corrected Treasurer’s Report.

**MOTION** by Gamage, seconded by Buxar, *Moved*, to receive and accept the corrected December 2020 Treasurer’s Report.

Roll Call Vote:
Ayes: Becker, Blust, Buxar, Elwert, Gamage, Stout, Walker
Nays: None

**MOTION CARRIED.**

**DISCUSSION/APPROVAL: Eagle Scout Project – Tienken & Atwater Kiosks:** Ms. Ford introduced Mr. Quinten Schell, the Eagle Scout proposing to replace the kiosks at Atwater and at
Tienken. Mr. Schell stated he plans to replace the two kiosks which are the last original signs built from cedar. He plans to make them standard with the other kiosks. Ms. Olijnyk indicated we recently had another scout that replaced one of the kiosks, and asked if the applicant is using the plans from that project. Mr. Schell said it should be, but may have to make some subtle changes as the plans are not too clear from a construction standpoint. Overall, it will be the same plan. Ms. Ford provided Mr. Schell with the plans the last scout compiled, and this is what’s included in the application. They will be uniform with the other three kiosks’ design. Mr. Elwert commented the applicant is proposing fundraising for his project, and this is appreciated. Ms. Olijnyk suggested Mr. Schell let Ms. Ford know when he is collecting the cans, so the Commission can help out with donations. Mr. Schell offered to pick up any cans donated. In looking at the plans, Mr. Becker asked if a shelf is proposed protruding from the bottom of the device. Mr. Schell said he was provided with the plans and the kiosks will be uniform with the others. Ms. Ford confirmed the other kiosks do not have a shelf. Mr. Schell explained the square represents the ground level (can’t understand recording). A rendering of the plans was displayed. Ms. Buxar confirmed the square is just the ground surface, and you can see what actually will be sunk into the ground. A question was asked of the applicant if he is proposing a concrete pad, or concrete in the post holes. Mr. Schell responded in the post holes, like the other ones. The Commission thanked the applicant for his project and asked him to keep in contact with Ms. Ford in order to plan the project’s completion.

MOTION by Elwert, seconded by Blust, Moved, to approve the project.

Roll Call Vote:
Ayes: Becker, Blust, Buxar, Elwert, Gamage, Stout, Walker
Nays: None

MOTION CARRIED.

Commissioner Steve Sage, attending from Rochester, joined the meeting at 7:31 p.m. and will now be a voting member.

UPDATE: Website Hosting Contract: Last month we had a conversation about the web hosting contract, and Ms. Ford explained that Mr. Elwert graciously offered to assist staff with looking into the issue. He was able to go into the back end of the website and complete some cleaning up to resolve a lot of the problems. There were a lot of errors and they worked with WebHosting Pad to clear these out. It seems to have sped up the website. He also looked into the domain and freeing that up, and was able to get us access to unlock it. Talking with Mr. Elwert and some of the vendors that Ms. Ford was looking at, there was some concern that we would lose our email history if we were to switch hosting providers. Staff is very concerned about this because they rely heavily on past emails to conduct business on the trail. Because of that and making the improvements with the website, we have decided to renew our existing contract, so we are with WebHosting Pad for another year, and will keep an eye on everything. Ms. Gamage thanked Mr. Elwert for his help on this issue, and asked if there was a way to archive existing emails in order to be able to search them off-line in case we would like to migrate to something different in the future. Ms. Ford believes there is and will look into it as it’s a good idea for backup, but was in a time crunch for the hosting contract. She needs to go through the emails and delete what’s not important anymore so it’s a more manageable size in case we transfer in the future. Mr. Elwert said he’s happy to continue working with staff on an as-needed basis; maybe the Commission wants to give him credit for it being committee work. He’s willing to do so on a limited basis. The Commission appreciates and thanked Mr. Elwert for his assistance. Ms. Olijnyk agrees emails should be backed up as we don’t want to be beholden to any one company for our emails or domain name. She appreciates getting the domain name straightened out, and suggested emails are archived in such a way that we can still use them. No action is required on this issue.
**DISCUSSION: 2021 Goals:** Ms. Ford indicated she compiled the goals according to last month’s discussion and the members’ rankings and provided the average for priority. Goals in red are what staff feels are important to accomplish. She is looking for any further comments before moving ahead on these goals for the year. Vice-Chair Olijnyk thinks the goals look good and there is a lot that has been started on or have plans to move forward on. Mr. Walker said we added the technology plan last month, but the progress is listed as TBD. Ms. Ford explained that is because she hasn’t done anything with it yet, but it is high priority on the list and will be worked on this year. Ms. Mungioli referred to the goal of making presentations to the member communities, and suggested Ms. Ford set some time on Rochester Hills’ agenda to make a presentation on what’s going on. There was discussion recently at a Council meeting relative to their transportation plan and the use of motorized wheel vehicles on trails, so having some feedback from staff on what our plans are would be helpful as they move forward with this plan. Mr. Sage appreciates staff’s thoughts on priorities, and asked if the members should re-prioritize goals based on the goals in red. Ms. Ford said the chart is just a listing to gauge where everyone’s thoughts were, and the goals in red reflect the staff’s priorities as they work daily on the trail and may feel things are more of a priority than the members are aware of – this does not change what the members’ priorities are. The Commission thanked staff for putting together the chart, feels we have a good plan coming up and a lot of work to do.

**UPDATE: Friends of the Paint Creek Trail:** Mr. Louis Carrio, President of the Friends Group, indicated everyone has received graphics that he produced for the packet and summarized them. As listed in the goals, the Friends wants to install a bike rack at the garden at the location displayed on the graphic. He is recommending the purchase of a customized rack, or possibly two racks. The customization shown as Example A is available from a producer with a four to six week timeframe for production and shipping. He would like to see the installation in the spring in time for the ribbon cutting ceremony proposed in June. The recommended rack is for in-ground installation that would not require a concrete pad, just securing the posts in concrete. The graphic depicts Example A and B, and he’s looking for feedback from the Commission. The cost to produce Example A is approximately $400 including the shipping. If we get two racks, the second one could be located where the Little Library is shown on the graphic, and then the library would be moved slightly to the north to accommodate the second rack. He talked with Mr. Blanchard who has worked on this project and they feel it might be best to accommodate more than two bikes. If you wanted to accommodate four bikes, you have a choice of moving to a larger rack as in Example B, or putting in a second rack like Example A. Mr. Blanchard took a drawing of the proposed customization to a blacksmith for production costs – the first quote was $2,000. Mr. Blanchard indicated he is attending the meeting via phone from Rochester Hills and can explain if it’s okay with the Commission. He has been working on this project and thought it would be special to have a local blacksmith make it, so it wasn’t a design bought off the shelf. When he asked the cost, it came back extremely higher than anticipated, but during his research he found that some of the multiple bike racks can run as much as $1,500 for a plain one. He thought for the trail, it would be great to have something made locally by a metal artist, rather than something you can buy from a manufacturer. But due to the timeline, he only got one quote from one blacksmith. He’s disappointed, but with the timing we would probably have to go with something you can purchase from a manufacturer. He and Mr. Carrio talked about the two bike racks, as he’s only noticed one time at the garden where there were three bikes inside the garden. They would like to propose two racks, and the thought would be to secure donors who signed up to donate a bench to pay for the rack. The benches are about $800, so maybe we could get one donor to buy both bike racks, and get them installed by volunteers or get some help from Rochester Hills Parks who have been very helpful in the past. We have talked about art projects in different communities; maybe the customized bike rack could be an art project. Whatever the Commission decides, he’s on board with it. Mr. Carrio asked for feedback. Mr. Elwert indicated
Rochester Hills can help install the racks but needs some lead time as it’s getting into the busy time of the year, and can also store the racks until installed. Mr. Carrio appreciates the offer and thanked Mr. Elwert. Mr. Sage personally prefers the wave design to accommodate more bikes, and in looking at a catalog found that a seven bike wave rack is $324, and a nine bike rack is $432 – the same design as displayed in the graphic. Mr. Carrio referred back to the graphic and explained the current landscape at the proposed bike rack only allows parking parallel to the trail. With the wave rack you pull your bike perpendicular into the rack. There is only about three feet of space there before a hill. In order to park bikes perpendicularly, you would have to carve out another three feet into the hill, which would lead to erosion problems. Whether you use Example A or B in this design, you would still need to park perpendicular, unless you want to do some work on the ground. Mr. Blanchard concurs if the wave rack was installed, work would have to be done digging into the hill to park the bikes that way. He thinks it could be done; it would just be more work. The wave rack would not have space for donor recognition, plus it would haven’t the butterfly customization to signify the garden. Mr. Becker is in favor of the wave rack (recording is cutting out) … accommodate more than one bike. He would rather have one rack that would accommodate four bikes, than two racks that would accommodate four bikes. He feels the area is getting over-done and over-built. He feels a fewer number of racks is better for the aesthetics on the trail. He is not in favor of a picture on either rack, even though the butterfly is beautiful, it’s just getting over-done. The beauty of the garden is in the garden itself and there is a beautiful sign there with graphics. He feels the addition of more graphics on rack would detract from the overall aesthetics of the site. Mr. Elwert asked what surface is planned underneath the bike racks because there will be more traffic in this area. Mr. Carrio said in Example A you would do nothing to the surface as he feels there won’t be that much traffic, just cement the posts in. Mr. Blanchard suggested some of the similar stone on the path be used for the surface because it could get wet and muddy. Ms. Olijnyk commented it seems there would be a lot more use as people would use the rack, and the surface will get worn down, lose the grass and get muddy. She is in favor of something smaller because there’s not much space there. She likes the one with the butterfly, but it doesn’t look like a bike rack, so people would lean their bikes up against it anyway. Mr. Blanchard said the smaller ones hold two bikes, and if you put two of these in for parallel parking where bikes could pull off the trail and park parallel, that would be the simplest installation. Mr. Sage asked if the intent of the racks is that people lock their bikes for a long period of use or a quick in and out visit. Mr. Carrio said most people are not there a long time, but people are protective of their bikes and could either lock or not lock their bikes. Mr. Sage added that Rochester still has bricks unearthed from Main Street that can be bought for $1 each and suggested they could be used at the racks. Mr. Blanchard feels using the bricks is a great idea. Mr. Carrio added there is a need for a platform in front of the sign at the garden entrance, so that might be another opportunity to use the bricks, although there would be some leveling required at this site. Regarding the brochure, Mr. Carrio said consistent with the goal of having educational materials available, a brochure was developed including photographs, a map to the location and pointing out that QR coded signs are available in the garden. He has ordered 10 additional signs for the plants in the garden with QR codes, nine new ones and one replacement due to someone stepping on it. The signs are close to the edge of the trail and can’t be seen in the snow. In the future, these signs will be removed in the fall. The brochure has been produced but not yet available on the Friends’ website. They will be distributed to the Chamber of Commerce, will be a part of Ms. Trent’s Rochester Pollinators exhibit at the Farmers Market in Rochester, at the Cider Mill and events on the trail. The Commission thanked Mr. Carrio and the Friends Group for this brochure.

Vice-Chair Olijnyk brought the discussion back to direction to the Friends Group regarding the bike rack and the Commission’s consensus. Mr. Carrio does not believe that perpendicular parking is possible without a substantial amount of work that is needless to do. He likes the idea
of a logo bike rack, the design is optional, and thinks that one small rack, with the option for a second rack in the future, would do the trick given the amount of traffic he expects at this time. Mr. Blanchard said if the Commission just wants one rack at this time, that’s fine, but plan for one more. People that donated for benches spent $800, so if people wanted to donate for the bike rack, that would only be $400. He suggests we could also charge them for the bricks and installation so we could maximize the donation. He likes the butterfly or a logo as we’re out on a trail; having something close to nature so we look different would be appropriate. He would like to see a design on the rack and a place for donor recognition, and likes the idea of using the bricks. Ms. Olijnyk asked how high the rack is, to which Mr. Carrio responded about 36 inches. Ms. Olijnyk indicated she’s not a voting member, but likes Example A as it’s small enough and has the design. She believes the Commission needs to give the Friends Group a consensus as they are taking on this project, but it’s on trail property and we need to be happy with what’s installed. Mr. Sage asked what future plans are in the works for the garden and/or structures. Mr. Carrio said some shrubs and tall grass plantings around the perimeters are planned to supplement the plantings with pollinator friendly annual plants for color. Mr. Blanchard does not anticipate any additional hard-scaping, other than possibly a second bike rack. Ms. Ford said a free Little Library will be installed in the spring which is funded by a donor. Ms. Olijnyk called for a show of hands for Option A (six votes) and Option B (one vote). The consensus of the Commission is to go with Option A (butterfly logo), and to start with one bike rack now, with the option to add a second one in the future. Mr. Carrio said this gives the Friends Group enough direction, and suggested an on-site meeting with Ms. Ford and Mr. Blanchard to collaborate on the final submission and arrange for the rack to be delivered to Rochester Hills as discussed. Mr. Elwert said he would also like his grounds person, Darrin Dobbs, to be involved in this meeting so he has an understanding of the project. Mr. Carrio would like Mr. Dobbs to attend as he’s been a great asset for the garden since the beginning. Mr. Carrio said the ribbon cutting ceremony is targeted for June, but will keep the Commission informed. Thanks to the Friends Group, the Commission’s consensus and Rochester Hills for their assistance in this project.

DISCUSSION: National Trails Day: Ms. Ford said National Trails Day is scheduled for Saturday, June 5th. Last year we were unable to hold it because of the COVID situation, and asked for feedback from the members on how they feel for this year’s event, doing something virtual, in person or wait and see what happens and talk about this next month. Currently, the restrictions for outdoor gatherings are 25 or fewer persons, but come June, this could be different based on health conditions. The American Hiking Society, who oversees this event, hasn’t put out any guidelines yet on how they would like organizations to approach events. Ms. Olijnyk asked what is required as to ribbon cuttings and upcoming recognitions. Ms. Ford explained the ribbon cutting for Bridge 33.7 is not required; the DNR said we could issue a press release, but the Commission wants to do a ribbon cutting overall. Recognition for past Commissioners could be done at Trails Day as done in the past, or at the Labor Day Bridge Walk. Mr. Elwert commented the City of Auburn Hills and Rochester Hills are planning to proceed with the PaddlePalooza event on the same day (recording cut out) … he suggests waiting one more month. The PaddlePalooza event is more separated than gathering events. Relative to recognition of former Commissioners, Mr. Becker suggested moving this forward to the Labor Day Bridge event, because in September there will be a better chance we can have in person events with more people there – we should recognize people when we have the maximum turnout available. Ms. Olijnyk asked staff if there was thought as to what to do for Trails Day, as in the past there’s been some big events with clean-ups and kids events. She feels we should do something scaled back if we planned something in June. Ms. Ford said there hasn’t been too much discussion about this yet as it’s up in the air. It’s been hosted in Lake Orion for the past two years, and she thinks they would be open to doing it again if we want. Two years ago, we did the event in conjunction with the Clergy, Cops and Kids, and it is unknown if they will be hosting that this year, but will check.
Staff has concerns about sponsorships because they approach small businesses to sponsor, but so many of them have been hurting this year, so on the funding side this is a concern. She can come up with a virtual event, another scavenger hunt or a photo contest, or doing something to incorporate the DIA art installation in conjunction with the Polly Ann Trail. She suggested tabling this issue until next month to give staff time to come up with options for virtual and in person events and bring it back next month for everyone’s opinion. As long as the event is on a smaller scale, this would give staff enough time to plan the event. If anyone has an idea or a suggestion, Ms. Ford welcomes the input.

INFORMATIONAL: Spring Clean Up Day: This item was brought forward by Ms. Steele, who is not in attendance today. Ms. Ford indicated there is a memo in the packet. Orion Township has hosted an Orion Green Up Day for the past five years held in tandem with Earth Day and to celebrate Trails Day. They have asked the Commission to reach out to the other communities to see if anyone else would be interested in participating on this day. The staff plans on reaching out to the Adopt-A-Trail groups shortly to let them know that this is happening so if they want to coordinate their work day to coincide with this event, they can do so. Ms. Steele just wanted to make everyone aware of this event. Ms. Olijnyk asked who should volunteers contact if they want to be involved. Ms. Ford indicated if people want to volunteer on Orion Township, they should reach out to them. If people want to volunteer on the trail, staff can connect them to one of the Adopt-A-Trail groups that will be working. Possibly the other communities could bring this idea back to their own Boards. Oakland Township has a Clean Scene they host every year in early May. Ms. Buxar said the Oakland Township Clean Scene is held the first Saturday in May, so her only concern is getting people to do two Saturdays in a row; she doesn’t know how many people would get out two weekends in a row. Ms. Olijnyk thought the events could be cross-promoted, so people could choose one day or the other. Ms. Ford indicated our trail is covered with the Adopt-A-Trail groups. She thinks this is more for communities that want to clean up their own parks and do this on the same day as Orion Township. Ms. Buxar will bring this up at the next Board Meeting.

MANAGER’S REPORT: In addition to the written report, Ms. Ford indicated there is a thank you email included in the packet from Dr. Komendera on behalf of the Mill Valley Home Owners Association for the stairs at Bridge 33.7 – all of the residents are greatly appreciative and are using them. She does not have an update from the attorney about the license agreements; she’s been in contact with her and provided her with documents she requested last week. More information will be provided. Ms. Ford indicated the artwork for the DIA project has been selected and displayed slides of them.

COMMISSIONER REPORTS: Ms. Gamage indicated she and Ms. Ford participated in the first meeting for the Rochester Master Plan Steering Committee; there are four subcommittees for the areas they are going to focus on – Housing, Sustainability, Downtown Connections and Parking. She feels that three of these issues relate to the Commission, the Downtown Connections is focusing on non-motorized transportation, Housing because the City has seen some rezoning and Planning Commission items that proposed changes to the setbacks from trails, and Sustainability because it relates to the environment and the trail. Ms. Gamage is glad that the Commission was invited to participate in these important meetings and can provide good input. Ms. Mungioi asked if an orientation or a tour is held for new members. Ms. Olijnyk indicated an information packet is provided to new members and usually once a year a field trip is held on the trail. Mr. Samuel Nouhan, 5563 Kirkridge Trail, Oakland Township, arrived too late for public comment and requested to speak. He indicated he is an avid trail user for recreational biking. This past season he’s been on the trail 120 times and put on 1,600 miles over five-six months. He addressed the Commission last May about the condition of the ruts on the trail that arose in
March and April on the new surface. These ruts were created during the spring thaw, and the main culprit is the fat tire bikes which are marketed as being good in snow and mud. He noticed repair and maintenance improved over the course of the 2020 season, even removing some of the ruts created in the thaw. He’s grateful for the improvements, but still thinks the Commission should emphasize avoidance during the spring thaw, as without maintenance the ruts last all year. He spoke about an additional repair and maintenance issue regarding water erosion during the summer months – the water travels across the width of the trail where it butts up against another surface; e.g. at the Silverbell parking lot and at Gallagher Road. These conditions occur after rain events and should be addressed through the maintenance and repair team. At mile marker 39 in Orion Township, the trail is in bad condition; as well as south of the Ludlow crossing near the Rochester Park through the downtown area – he won’t go south of Ludlow because of the condition of the trail. He wants to emphasize avoidance on the ruts and increased maintenance and repair on a regular basis – great job last year on stepping up the trail maintenance and repair.

**ADJOURNMENT OF REGULAR MEETING:**

**MOTION** by Gamage, seconded by Buxar, *Moved*, to adjourn the Regular Meeting at 8:45 p.m.

**Roll Call Vote:**

Ayes: Blust, Buxar, Elwert, Gamage, Sage, Stout, Walker

Nays: None

**MOTION CARRIED.**

**NEXT REGULAR MEETING:** March 16, 2021 at 7:00 p.m. – Via GoToMeeting

Respectfully submitted,

______________________________________________________________

MELISSA FORD, Trail Manager   DAVID BECKER, Secretary
# Paint Creek Trailways Commission
## Treasurer's Report - Flagstar Bank
### February 2021

**Balance:** 1-Feb-21

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Checking Balance</td>
<td>$121,106.39</td>
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<tr>
<td>Outstanding Checks (3472,3491)</td>
<td>$705.00</td>
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Total Balance: **$120,401.39**

**Revenues:**

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Orion Township - 2021 Operations and Patrol Contribution</td>
<td>$20,142.00</td>
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<tr>
<td>Oakland Township - 2021 Operations and Patrol Contribution</td>
<td>$26,910.00</td>
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<tr>
<td>City of Rochester Hills - 2021 Operations and Patrol Contribution</td>
<td>$20,474.00</td>
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<tr>
<td>Interest Income - February 2021 Interest Income</td>
<td>$5.79</td>
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Total Revenues: **$67,531.79**

**Expenditures:**

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<th>Description</th>
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<tr>
<td>3493 - Chase Card Services - Credit Card Purchases</td>
<td>$122.68</td>
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<td>3494 - Oakland County - Mounted and Bike Patrol October 2020</td>
<td>$1,467.36</td>
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<td>3495 - Rosati, Schultz, Joppich &amp; Amtsbuechler, P.C. - Legal Services</td>
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<td>3496 - Sandi DiSipio - Recorders Fee January 2021</td>
<td>$235.00</td>
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Total Expenditures: **$1,875.04**

Balance: 28-Feb-21

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<tr>
<td>Outstanding Checks (3491,3496)</td>
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</table>

**TRAILWAYS COMMISSION BALANCE** **$186,058.14**

Signed By:

- Trailways Commission Treasurer
- Trail Manager

Date:
Name of Applicant/Organization: Lutheran Northwest

Address: 100 Bagley
City/State/Zip: Rochester Hills MI 48309
Phone: (248) 852-6677 Fax: (248) 852-2160

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

Contact Person Name: Joe Lower
Address: 100 Bagley
City/State/Zip Code: Rochester Hills MI 48309
Phone: (517) 490-5614 Fax: ( )

Email Address: jlower@1hsa.com

1. Name of Event or Project: Lutheran Northwest Booster 5K

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

3. Describe intended use: Running a 5K run/walk/stroller

4. Date of Event: May 2

5. Rain Date (if any): May 16

   Start Time: 2:00 PM End Time: 4:00 PM

6. Onsite Contact, Day of the Event: Joe Lower (517) 490-5614

7. Is entire Trail (from Rochester to Lake Orion) to be used for event or project? If not, specify nearest cross streets to start and end points.

   Start: Rochester Municipal Park
   End: Dutton

Specific Detail on Route or Locations: If attaching map or drawing, check this box: ☐

   The 5K would be an out and back route, starting at the Rochester Municipal Park. The attached map shows the approximate turn around point.

8. How many participants are expected? 100

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

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

TERMS of the PERMIT

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

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

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

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

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

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

THE UNDERSIGNED AGREES TO THE ABOVE TERMS:

Signature of Applicant/Contact: Kendra Flemming

Print or Type Name: Kendra Flemming Date: 3/12/2021

Return Completed Application and supporting documents to:
Paint Creek Trailways Commission
Attn: Temporary Permit Processing
4393 Collins Road
Rochester, MI 48306

For Internal Use Only

Date Application Received: 3-10-21 Amount Received: $10.00

Date Insurance Received: 3-10-21

Commission Approval Date: or Administrative Approval Date: 

Website: Social Media:
ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PRODUCER OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 11700
Lutheran Trust, Inc.
1500 Wall St.
Saint Charles, MO 63303

CONTACT PERSON Mallea K. Johnson
PHONE (Asc. No. Ext.) (800) 200-7257 4205
FAX (Asc. No.) (666) 608-0600
EMAIL ADDRESS mjohnson@ftcom.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: GuideOne Elite Insurance Company 42803
INSURER B: GuideOne Mutual Insurance Company 15032
INSURER C: United Educators Ins. A RRG

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMINAL CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>54,950,100</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 131, Additional Remarks Schedule, may be attached if more space is required).
Package Policy (1279-989) includes Sexual Misconduct Coverage with $1,000,000 Each Claim / $2,000,000 Aggregate Limit
Auto Policy (3777-784) includes Hired Car Physical Damage with a $40,000 ACV Limit with $500 Compensation/Collision Deductible.

The Paint Creek Trailways Commission, its officers, employees, and agents are named as additional insured with respect to liability arising out of the Lutheran Northwest Booster 5x to be held on 5/2/2021.

CERTIFICATE HOLDER
Paint Creek Trailways Commission
Attr. Trail Manager
4393 Collins Road
Rochester, MI 48306

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
MEMO

To: Commissioners, Alternates, & Staff  
From: Licensing Committee (Linda Gamage, Robin Buxar, Jeff Stout & David Walker) and Melissa Ford, Trail Manager  
Subject: Review of License Agreements by Trailways Attorney  
Date: March 10, 2021

Ms. Hamameh has reviewed and updated the standard license agreement. She has made the agreement a 5-year term with 2-renewal terms (15 years total). She used the DTE formula for increases (30% every 5 years) and added a termination provision that allows either party to terminate for any reason at any time.

The Commission may change any or all of these provisions if they choose to do so. Ms. Hamameh will then update the agreement to reflect the Commission’s decision.
PAINT CREEK TRAILWAYS COMMISSION
LICENSE AGREEMENT - (NAME)

THIS LICENSE AGREEMENT ("Agreement" or "License"), is made this ___ day of ______________ by and between: The PAINT CREEK TRAILWAYS COMMISSION, a public corporation formed pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (MCL 124.501, et. seq.), having a mailing address of 4393 Collins Road, Rochester, Michigan, Michigan 48306, hereinafter referred to as the “Commission” and __________________________________________, a ___________________ whose address is ______________________________ hereinafter referred to as “Licensee.”

WHEREAS, the Commission owns land in Oakland County, Michigan which it operates as a recreational trail, known as the Paint Creek Trail. All of the right-of-way owned by the Commission shall be hereinafter referred to as the “Commission’s Land”, and that portion of the Commissioner’s Land outside of the Licensed Premises operated for trailway purposes shall be hereinafter referred to as the “Trailway.”

WHEREAS, Licensee owns land located at _______________________ in Oakland County, Michigan, immediately adjacent to a portion of the Commission’s Land, on which Licensee operates a ____________________ ("Licensee’s Adjacent Property").

WHEREAS, in accordance with a license granted to _______________ and/or its successors and assigns, dated _______________, Licensee has been using a portion of the Commission’s Land as described in Exhibit A, attached hereto, for the installation, replacement, use, operation, maintenance, and repair of the following, which is hereinafter referred to as the “Facility:”

________________________________________

________________________________________

WHEREAS, the Licensee desires to continue use of that portion of the Commission’s Land where the Facility is located, as described in Exhibit A, attached hereto ("Licensed Premises"), and the Commission is willing to license the Facility within the Commission’s Land in the area defined above as the Licensed Premises, on the terms and conditions contained in this Agreement.
NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. The Licensed Premises

1.1. The Commission hereby licenses to Licensee the Licensed Premises, on a revocable non-exclusive basis, for the term and upon the conditions, covenants, and agreements set forth in this Agreement, for the sole purpose of installation, use, operation, maintenance, repair and replacement by Licensee of all or any portion of the Facility and any improvements thereon, and for any other ancillary purposes as provided in this Agreement. The Commission represents that: (i) it is the fee simple owner of the Licensed Premises, free and clear of all liens and encumbrances; (ii) it has the authority to enter into this Agreement and grant this License without the approval of any other party, which will bind the Commission to this Agreement upon its execution; and (iii) the person executing this Agreement on behalf of the Commission is authorized to do so. By granting this license, the Commission is not conveying any real property interest or easement in the Licensed Premises, nor any right or interest not specifically set forth herein.

1.2 The Licensed Premises shall not include any space or land adjacent to the Licensed Premises or any other location, except as is specially granted herein or granted by separate written license or agreement.

1.3 By granting this License, the Commission is not conveying, and this License does not convey, to Licensee any right to use water, dirt, sand, gravel, utilities (if any) purchased by or available to the Commission. Licensee shall be solely responsible for securing, purchasing and paying for all material or equipment, used to construct, install, use, operate, maintain, repair and/or replace the Facility.

2. Terms of License

2.1 The License shall commence at 12:01 a.m., on the date first written above, and shall continue thereafter for a term of five (5) years ("Initial Term"), and for additional years upon exercise of an option by Licensee to extend the License for two (2) sequential terms of five (5) years each ("Renewal Term(s)") or until the Facility is abandoned or removed and no longer used by Licensee, whichever occurs first. The Initial Term and the Renewal Terms shall be collectively referred to herein as the “Term.” Each Renewal Term shall be exercised automatically without notice or any action by Licensee. In the event Licensee elects not to exercise a Renewal Term, Licensee may do so upon written notice to the Commission prior to the expiration of the Initial Term, or the first Renewal Term, as the case may be.

2.2 Notwithstanding the Term of License described above, either party may terminate the License for any reason upon the giving of sixty (60) days written notice. If terminated by Licensee, such termination shall not become effective until the requirements of Paragraph 12.1 below have been met.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of ______________ (“Initial License Fee”). The first annual payment shall be made on January 1, 2021.
3.2 The Initial License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 6th year (January 1, 2026), the Initial License Fee shall increase an additional 30% (“Increased License Fee”). That Increased License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 11th year (January 1, 2031), the Increased License Fee shall increase an additional 30% (Second Increased License Fee). That Second Increased License Fee shall continue each succeeding year for a period of five (5) years. The Initial License Fee, the Increased License Fee and the Second Increased License Fee shall collectively be referred to as the “License Fee.”

3.3 Licensee agrees to pay all fees, taxes, assessments, user charges, permit fees, levies or other charges associated with the Facility and the Licensed Premises and further agrees to indemnify the Commission and its member units from any fee, tax assessment, user charge, permit fee, levy or similar charge for the Facility or the Licensed Premises.

4. Construction, Replacement or Installation of Facility, Use, Repair and Maintenance

4.1 At all times, Licensee, its employees, agents, representatives and contractors shall so conduct themselves as to not interfere with the use of the Trailway. In keeping with the non-motorized character and use of the Trailway, Licensee shall, at all times, restrict its construction, use, repair and maintenance activities to the Licensed Premises only and not the Trailway, and subject to the other provisions of this Agreement.

4.2 All construction, installation, maintenance, repair, replacement, use and operation of the Facility shall be at Licensee’s sole expense, and at all times in compliance with all Federal, State, and local laws, rules and regulations, now or hereinafter enacted.

4.3 During and subsequent to construction, repair and/or maintenance to said Facility by Licensee, the Commission’s Land shall be maintained and restored by Licensee to the condition which existed prior to the commencement of said construction, repair and/or maintenance; provided further, that the Trailway, at all times shall be kept open for traffic, and the Licensee will pay to the Commission the entire reasonable cost and expense incurred by the Commission in caring for and protecting its Trailway during the performance of any work herein contemplated and all other reasonable expenses necessarily incurred by the Commission on account of the performance of any work herein contemplated or done by Licensee.

4.4 Licensee shall at all times so operate its equipment or machinery so as to not damage or injure the Commission’s Land or any other person or entity located on the Trailway, including but not limited to pipe, overhead or buried cable, wire, electrical lines, gas lines, sewers or other similar occupancies or crossings, should they exist.

4.5 The Commission shall not be responsible for any defect, known or unknown, of whatsoever kind or description or change of condition in the Licensed Premises. The Commission makes no warranty or representation, express or implied as to the fitness of the Licensed Premises for the uses intended by the Licensee.

4.6 In the event of any emergency condition occurring on the Licensed Premises that adversely affects the use and operation of the Trailway, Licensee shall take immediate steps to safeguard Trailway users from any danger that any emergency may present. In the event emergency measures are required, Licensee further agrees to
consult by telephone with the Commission and to seek the Commission’s approval, if possible, prior to the initiation of the emergency measures so as to avoid interference with Trailway operations or activities.

5. Use restrictions

5.1 The Licensed Premises shall be used only for the installation, replacement, use, operation, maintenance, and repair of the of the Facility for the purpose of _______________________.

5.2 No storage of flammable liquids or hazardous chemicals in any form is permitted on the Licensed Premises.

5.3 It is anticipated the Licensed Premises will be in constant and daily use by the Licensee and that for the purposes of safety and security will not be open to the general public or Trailway users and is expected to be segregated from the general trail area by fencing and/or landscaping.

6. Appearance and Maintenance Conditions

6.1 The areas of the Licensed Premises visible from the Trailway shall be kept in a reasonably clean and litter-free condition without regard to the source of any litter found thereon, with papers and other potential litter or debris kept from blowing onto the Trailway. Environmental contaminants released on the Licensed Premises shall be immediately cleaned up.

6.2 All fences on the Licensed Premises shall bear no signs except those specifically approved in writing by the Commission.

6.3 The fences on the Licensed Premises are to be kept in good repair and any damage thereto shall be repaired by the Licensee within a reasonable time. It is expected that Licensee shall perform all cleanup, repairs or maintenance without requiring notice from the Commission, however, should any of these tasks not be completed within a reasonable time after notice from the Commission and such failure therefore becomes an Event of Default hereunder, the Commission can cause the cleanup or repair to be made and bill Licensee therefor.

6.4 Licensee acknowledges that it does not have an exclusive use of the Licensed Premises, and that the Commission may use for itself, or license to others the use of underground and/or overhead space within the Licensed Premises for the purpose of the installation, maintenance, repair and replacement of utility facilities (e.g., power lines, cables, fiber optics, telecommunication facilities, gas lines, water and sewer lines) only, provided the same does not interfere with Licensee’s use of the Licensed Premises.

7. Liens and Encumbrances

Licensee shall not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of any Facility on any portion of the Licensed Premises (collectively, “Liens or Encumbrances”), to be established or remain against the Licensed Premises or any portion thereof. If any such Lien or Encumbrance does attach to or affect in any way the Licensed Premises or any portion thereof and is not so contested, Licensee shall
bond, discharge or otherwise cause to be removed such Lien or Encumbrance within ninety (90) days of receipt of notice of its existence.

8.  Trailway Operations

8.1 The Commission and Licensee shall cooperate to avoid, to the extent practicable, actions which would endanger the Facility or the Trailway. Licensee shall not interfere with the full use of the Trailway by the Commission.

8.2 Licensee understands and agrees that the normal course of Trailway operations, including development, use, maintenance, improvement, surfacing or resurfacing may involve construction, maintenance, demolition and similar activities that have the potential to cause interruption or damage to the installation, operation, maintenance and repair of the Facility. The Commission understands and agrees that reasonable precautions shall be taken by its personnel, agents, and contractors to avoid such interruption or damage.

8.3 Licensee shall notify the Commission in advance of Licensee’s maintenance and other activities which may require access to the Licensed Premises through the Commission’s Land, in order to coordinate said access by Licensee with the Commission’s operations. Access by Licensee through the use of motorized equipment or vehicles on the Commission’s Land (other than the Licensed Premises) requires separate prior written permission, after application to the Commission.

9.  Insurance

9.1 Licensee or its contractor, if any, shall obtain and maintain for the Term of License at its expense, the coverages as described on the attached Exhibit B.

9.2 Each policy of insurance shall list the Commission and its officials, employees and agents as additional named insured and shall contain an agreement by the issuer that such policy shall not be cancelled without at least thirty (30 days) prior written notice to the Commission.

10.  Indemnification and Liability.

10.1 Licensee agrees to indemnify, defend and hold the Commission harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney’s fees (except to the extent caused by the negligence of the Commission or its employees, agents or contractors), for any personal injury to, or death of, any person or persons, and any loss, damage, defacement, or destruction of property, arising out of the construction, replacement, repair, maintenance, usage, or presence on or about any portion of the Licensed Premises or the Commission’s Land adjacent thereto.

10.2 Except to the extent caused by the negligence of the Commission or its employees, agents, or contractors, Licensee shall be solely responsible for any settlement or damage to the Licensed Premises or the Commission’s Land adjacent thereto, including, but not limited to, settlement of or damage to trail surface, embankments, and structures, arising form or as a result of the construction, installation, maintenance, repair and operation of the Facility. In the event that Licensee fails to repair any such damage for which it is responsible, within sixty (60)
days after receipt of written notice from the Commission, the Commission shall have the right to repair, replace, restore or correct any such settlement or damage at the sole cost and expense of Licensee.

10.3 Licensee undertakes and agrees that, in case claims are made or suit is instituted against the Commission for any loss, damage, injury or death for which Licensee is obligated to indemnify the Commission pursuant to Paragraph 8.1 above, Licensee, its agent or insurer will, upon notice from the Commission, settle, adjust and/or defend the same at its sole cost and expense, and will pay any judgment rendered therein, together with any costs of court included in said judgment.

11. **Events of Default**

11.1 The following shall constitute a "Default" as related to this License and shall include, without limitation, the following:

a. Failure of the Commission or Licensee to meet or perform any requirement or obligation of this License required to be met or performed by such party.

b. Licensee's violation of any law or any applicable environmental regulation on the Licensed Premises.

c. Failure of the Licensee to maintain or repair the Licensed Premises or replace damaged fencing within a reasonable time.

d. Non-payment by Licensee of any amount due the Commission pursuant to this License on the date on which such amount is due.

e. Abandonment of the Facility by Licensee.

11.2 Upon the occurrence of a Default, as defined herein, the other party may give written notice to the defaulting party of such Default, and the defaulting party shall then have thirty (30) days to cure the Default, unless such Default cannot reasonably be cured within such thirty (30) day period due to circumstances beyond the reasonable control of the defaulting party (such as weather conditions) provided that the defaulting party has given written notice of such delay to the non-defaulting party, and in which case such Default shall be cured within a reasonable time thereafter. In no event shall a monetary Default be deemed beyond the reasonable control of the defaulting party hereunder. If the defaulting party has not cured such Default after receipt of written notice and the expiration of the cure period as provided in this Paragraph 9.2, then such Default shall constitute an "Event of Default." If an Event of Default has occurred, the non-defaulting party may terminate this License thirty (30) days after it delivers written notice to the defaulting party of the occurrence of an Event of Default, unless the Event of Default is cured within such thirty (30) day period. The termination provisions of this Paragraph for an Event of Default shall be in addition to, and not in lieu of, any other rights, whether in law or equity, either party hereto has for breach of this License by the other.

12. **Expiration or Termination of License**

12.1 Upon the expiration or termination of this License as provided in this Agreement, Licensee shall, at its sole cost and expense, within ninety (90) days thereafter, remove the Facility and any other improvements made to the Licensed Premises, and shall remove any Hazardous Materials (as defined by any applicable federal or state law) that would cause the Licensed Premises to be deemed a "facility" under the environmental laws of the State of Michigan that were released onto the Licensed Premises at any time due to Licensee's use of the Licensed Premises.
13. **Assignment**

13.1 Licensee shall not assign, sell, or transfer for collateral or for any other purpose, all or any of its rights or obligations under this License, nor sublicense all or any part of the Licensed Premises without the prior written approval of the Commission. Notwithstanding the foregoing to the contrary: (i) any sale or transfer of ownership interest in Licensee or Licensee's facility located on Licensee's Adjacent Property or substantially all of Licensee's Adjacent Property to another entity that utilizes the Facility for its business operations; (ii) any transfer of ownership to an entity controlling, controlled by or under common control with Licensee; or (iii) any transfer of ownership to any entity that is Licensee's successor through merger, reorganization or consolidation, shall not require approval of the Commission, and shall be effective hereunder upon the delivery of written notice to the Commission of the assignment and acknowledgment by the assignee of its agreement to be bound by the terms of the License. Upon such assignment, Licensee shall have no further liability under this License for any obligation or liability accruing on or after the date of such assignment.

13.2 The Commission shall have an unrestricted right to assign for any purpose, all or part of its right to receive payments pursuant to the terms of this License. The Commission agrees to provide Licensee with ten (10) days' notice of such assignment, and Licensee shall not be liable to the Commission or such assignee if Licensee makes any payment required hereunder to the Commission before Licensee's receipt of such notice.

14. **Notices**

14.1 All notices, demands, requests, payments or other communications which may be or are required to be given, served, or sent by one party to the other pursuant to this License (except in the case of an emergency, in which case the most expedient means of notice shall be sufficient) shall be in writing and shall be mailed by priority, registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed to the appropriate party at its address, as identified first above, and shall be deemed delivered three (3) days after deposit with the US Postal Service, or the next business day after deposit with a nationally recognized overnight courier service for next business day delivery.

14.2 Either party may designate by notice in writing a new address and/or individual to which any notice, demand, request or communication made thereafter shall be so given, served or sent, or may designate a second or additional address or individual to which notices are to be sent, in the same manner as giving notice pursuant to Paragraph 12.1 above.

15. **Miscellaneous Matters**

15.1 By licensing occupancy of the Licensed Premises to Licensee, the Commission is not hereby establishing any joint undertaking, joint venture or partnership with Licensee, its agents, or contractors. Each party shall be deemed to be an independent contractor and shall act solely for its own account.

15.2 This License constitutes the entire agreement between the parties, and
supersedes all previous oral or written understandings, agreements, commitments, or representations concerning the subject matter of this License. This License may not be changed, amended or modified in any way, except as may be agreed to in writing executed by each of the parties.

15.3 Neither the waiver by either of the parties hereto of a breach of or default under any of the provisions of this License, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this License or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any of such provisions, rights, or privileges hereunder. Time shall be of the essence with respect to each obligation of either Licensee or the Commission under this License, which obligation is required to be performed by a specific date, or within a certain number of days, specified herein, otherwise time shall mean "within a reasonable time".

15.4 This License shall run with the land and be binding upon and shall inure to the benefit of both parties hereto, their respective legal representatives, successors and assigns.

15.5 This License, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed on their behalf as of the day and year first hereinabove set forth.

[Remainder of this page intentionally left blank]
PAINT CREEK TRAILWAYS COMMISSION

By: 
Its: Chairman

STATE OF MICHIGAN 
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ___ day of 20__, by, 
_______________________________, the Chairman of The Paint Creek Trailways Commission, 
on behalf of the Commission.

_________________________________________
Notary Public

_______________ County, State of Michigan

My Commission Expires: ________________
Acting in Oakland County, Michigan

_________________________________________

By:
Its:

STATE OF MICHIGAN 
) ss
COUNTY OF OAKLAND 
)

The foregoing instrument was acknowledged before me this ___ day of 
_______________, 20__, by __________________, __________________ of ______________, 
on behalf of the corporation.

_________________________________________
Notary Public

_______________ County, State of Michigan

My Commission Expires: ________________
Acting in Oakland County, Michigan

9
Exhibit A
(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)
Exhibit B
(Insurance Requirements as Determined by Risk Manager)
MEMO

To: Commissioners, Alternates, & Staff
From: Licensing Committee (Linda Gamage, Robin Buxar, Jeff Stout & David Walker) and Melissa Ford, Trail Manager
Subject: Solaronics License Agreement
Date: March 10, 2021

Presently, the Solaronics property located at 704 Woodward Avenue in Rochester is vacant. The property is for sale and has not been in use for over a year.

The original license agreement was entered into as part of the lawsuit in 2010. The agreement provides Solaronics with access to a driveway and turnaround for truck, trailer and other vehicular access to and from the loading/unloading dock of the facility on Solaronics's adjacent property, which is separated from the Trailway operations of the Commission by a fence.

Under #2, ‘Term of License’, the language states the term is renewable upon exercise of the option or until the Facility is abandoned or removed and no longer used by the Licensee.

The Trail attorney has reviewed the license agreement and believes the Commission has a good argument that the license term has expired. Ms. Hamameh notes, however, as with all contracts, Solaronics may interpret the relevant provision differently. Specifically, they may argue it is not “abandoned” or “removed.” If the Commission
wishes to terminate the License Agreement, it should send Solaronics notice to that effect in accordance with the Agreement.

The current license agreement with Solaronics follows this memo and along with several property maps.
PAINT CREEK TRAILWAYS COMMISSION
LICENSE AGREEMENT-SOLARONICS, INC.

THIS LICENSE AGREEMENT ("Agreement" or "License"), is made this 27th day of September, 2010 by and between: The TRAILWAYS COMMISSION, also known as the PAINT CREEK TRAILWAYS COMMISSION, an Inter-Governmental Commission formed under the Urban Cooperation Act, 1967, P.A. 7 (EX. Sess.), having a mailing address of 4393 Collins Road, Rochester, Michigan 48306; said Commission consisting of the following communities: City of Rochester, City of Rochester Hills, Charter Township of Orion and the Charter Township of Oakland, hereinafter referred to as the "Commission" and

SOLARONICS, INC – 704 Woodward Ave., Rochester, MI 48307
PROPERTY PARCEL NUMBER 15-10-252-006
hereinafter referred to as "Licensee."

WHERERAS, the Commission owns land in Oakland County, Michigan which it operates as a recreational trail, known as the Paint Creek Trail. All of the right-of-way owned by the Commission shall be hereinafter referred to as the "Commission’s Land", and that portion of the Commission’s Land outside of the Licensed Premises operated for trailway purposes shall be hereinafter referred to as the "Trailway."

WHERERAS, Licensee owns land in Oakland County, Michigan, immediately adjacent to a portion of the Commission’s Land, on which Licensee operates a manufacturing facility ("Licensee’s Adjacent Property")

WHERERAS, Licensee has been using a portion of the Commission’s Land as described in Exhibit A, attached hereto, for the installation, replacement, use, operation, maintenance, and repair of the following, which is hereinafter referred to as the "Facility:"

538904-4
EXECUTION COPY
Driveway and turnaround for truck, trailer and other vehicular access to and from the loading/unloading dock of the facility on Licensee’s Adjacent Property, which is separated from the Trailway operations of the Commission by a fence.

WHEREAS, the Commission filed a complaint against Licensee in the matter of Paint Creek Trailways Commission v 1000 Services, Inc., et al., Oakland County Circuit Court Case No. 09-099352-CH, requesting that the Court quiet title to the Commission’s Land where the Facility is located (“Lawsuit”).

WHEREAS, in settlement of the Lawsuit, Licensee desires to license that portion of the Commission’s Land where the Facility is located, as described in Exhibit A, attached hereto (“Licensed Premises”), and the Commission is willing to license the Facility to be operated within the Commission’s Land in the area defined above as the Licensed Premises, on the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. The Licensed Premises

1.1. The Commission hereby licenses to Licensee the Licensed Premises, on a non-exclusive basis, for the term and upon the conditions, covenants, and agreements set forth in this Agreement, for the sole purposes of installation, use, operation, maintenance, repair and replacement by Licensee of all or any portion of the Facility and any improvements thereon, and for any other ancillary purposes as provided in this Agreement. The Commission represents that (i) it is the fee simple owner of the Licensed Premises, free and clear of all liens and encumbrances; (ii) it has the authority to enter into this Agreement and grant this License without the approval of any other party, which will bind the Commission to this Agreement upon
its execution; and (iii) the person executing this Agreement on behalf of the Commission is authorized to do so. By granting this License, the Commission is not conveying any real property interest or easement in the Licensed Premises, nor any right or interest not specifically set forth herein.

1.2 The Licensed Premises shall not include any space or land adjacent to the Licensed Premises or any other location, except as is specifically granted herein or granted by separate written license or agreement. The location of the fence is agreed and acknowledged to be on the Commission’s Land and does not indicate or mark the actual boundary between the Commission’s Land and Licensee’s Adjacent Property, which boundary is correctly shown as it appears on a recorded survey by Nowak & Fraus with the Oakland County Register of Deeds commencing at Liber 40746 Page 555 and specifically at sheet 2 of 37 of the Survey which is Liber 40746 Page 558 OCR.

1.3 By granting this License, the Commission is not conveying, and this License does not convey, to Licensee any right to use water, dirt, sand, gravel, utilities (if any) purchased by or available to the Commission. Licensee shall be solely responsible for securing, purchasing and paying for all materials or equipment, used to construct, install, use, operate, maintain, repair and/or replace the Facility.

2. Term of License

2.1 The License shall commence at 12:01 a.m., on the date first written above, and shall continue thereafter for a term of twenty-five (25) years (“Initial Term”), and for additional years upon exercise of an option by Licensee to extend the License for two (2) sequential terms of twenty-five (25) years each (“Renewal Term(s)”) or until the Facility is abandoned or removed and no longer used by Licensee, whichever occurs first. The Initial Term and the Renewal
Terms shall be collectively referred to herein as the “Term.” Each Renewal Term shall be exercised automatically without notice or any action by Licensee. In the event Licensee elects not to exercise a Renewal Term, Licensee may do so upon written notice to Licensor prior to the expiration of the Initial Term, or the first Renewal Term, as the case may be.

2.2 Notwithstanding the Term of License described above, this License may be terminated by mutual agreement of the parties in writing, or by Licensee upon the giving of sixty (60) days written notice. If terminated by Licensee, such termination shall not become effective until the requirements of the Paragraph 10.1 below have been met.

3. License Charges and Fees

3.1 Licensee shall pay the Commission an annual license fee of $1,350.00 (“Initial License Fee”). The first annual payment shall be made on January 1, 2011, with payments of like amount at each succeeding anniversary for the Term of the License.

3.2 Licensee shall pay periodic increases in the Initial License Fee in the amount of five (5%) percent of the License Fee (compounded), rounded to the next ten dollar increment each five year period for the following 5 years after the adjustment (adjustments made in January of 2016, 2021, 2026, etc.) in addition to the Initial License Fee set forth above (e.g., in year 2016 rate of $1,350 x 5% = 67.50, would increase Initial License Fee by $70.00 to $1,420.00 for each of the next five years, then in 2026 by 80.00, etc.). The Initial License Fee, as subsequently adjusted herein, shall be referred to as the “License Fee.”

3.3 Licensee agrees to pay all fees, taxes, assessments, user charges, permit fees, levies or other charges associated with the Facility and the Licensed Premises and further agrees to indemnify the Commission and its member units from any fee, tax, assessment, user charge, permit fee, levy or similar charge for the Facility or the Licensed Premises.
4. **Construction, Replacement or Installation of Facility, Use, Repair and Maintenance.**

4.1 At all times, Licensee, its employees, agents, representatives and contractors shall so conduct themselves as to not interfere with the use of the Trailway. In keeping with the non-motorized character and use of the Trailway, Licensee shall, at all times, restrict its construction, use, repair and maintenance activities to the Licensed Premises only and not the Trailway, except for painting and similar maintenance activities, and subject to the other provisions of this Agreement. Use of motorized vehicles or equipment on the Commission’s Land outside the Licensed Premises must have separate, prior, written authorization from the Commission.

4.2 In addition to the other permitted uses of the Licensed Premises set forth in this Agreement, Licensee and its designated employees, agents, representatives and contractors shall have the right to enter the Licensed Premises for the purpose of surveying and inspecting the same and performing engineering or other tests, measurements or studies necessary for the maintenance, repair, or replacement of the Facility or any portion thereof, including the fence.

4.3 If Licensee should elect to replace the fence on the Licensed Premises at any time in the future, then prior to commencement of fence replacement (but not maintenance or repair), Licensee shall submit to the Commission plans and specifications for the fence. Each plan or revised plan submitted shall be subject to the approval of the member unit of the Commission in which the Licensed Premises is located, which approval shall not be unreasonably withheld.

4.4 All construction, installation, maintenance, repair, replacement, use and operation of the Facility, including the fence located on the Licensed Premises shall be at Licensee’s sole expense, and at all times in compliance with all Federal, State, and local laws, rules and regulations, now or hereinafter enacted.
4.5 During and subsequent to construction, repair and/or maintenance to said Facility by Licensee, the Commission’s Land shall be maintained and restored by Licensee to the condition which existed prior to the commencement of said construction, repair and/or maintenance; provided, further, that the Trailway at all times shall be kept open for traffic, and the Licensee will pay to the Commission the entire reasonable cost and expense incurred by the Commission in caring for and protecting its Trailway during the performance of any work herein contemplated and all other reasonable expenses necessarily incurred by the Commission on account of the performance of any work herein contemplated or done by Licensee.

4.6 Licensee shall at all times so operate its equipment or machinery so as to not damage or injure the Commission’s Land or any other person or entity located on the Trailway, including, but not limited to pipe, overhead or buried cable, wire, electrical lines, gas lines, sewers or other similar occupancies or crossings, should they exist.

4.7 A photograph of the fencing on the Licensed Premises is attached to this License at Exhibit A-2, which shall be updated with new photographs in the event the fence is replaced.

4.8 The Commission shall not be responsible for any defect, known or unknown, of whatsoever kind or description or change of condition in the Licensed Premises. The Commission makes no warranty or representation, express or implied as to the fitness of the Licensed Premises for the uses intended by the Licensee.

4.9 In the event of any emergency condition occurring on the Licensed Premises that adversely affects the use and operation of the Trailway, Licensee shall take immediate steps to safeguard Trailway users from any danger that any emergency may present. In the event emergency measures are required, Licensee further agrees to consult by telephone with the
Commission and to seek the Commission’s approval, if possible, prior to the initiation of any emergency measures so as to avoid interference with Trailway operations or activities.

4.10 The Commission shall have the right to inspect all fencing, replacement fencing, maintenance and repairs performed on the Facility, which may affect Trailway operations or the Commission’s Land.

4.11 The Commission approvals or reviews made pursuant to this License shall be limited in scope to the impact on Trailway operations and the Commission’s Land of the matters for which such approvals are sought, shall not be unreasonably withheld, and shall not in any way imply the Commission’s approval of the operational aspects of the Facility, nor shall any such approval give rise to any liability on the part of the Commission to Licensee or any third party.

5. Liens and Encumbrances
Licensee shall not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of any Facility on any portion of the Licensed Premises (collectively, "Liens or Encumbrances"), to be established or remain against the Licensed Premises or any portion thereof, provided, however, that the existence of such Liens or Encumbrances shall not constitute a violation of this sentence if payment with respect thereto is not yet due and payable. If any such Lien or Encumbrance does attach to or affect in any way the Licensed Premises or any portion thereof and is not so contested, Licensee shall bond, discharge or otherwise cause to be removed such Lien or Encumbrance within ninety (90) days of receipt of actual notice of its existence. If Licensee diligently contests such Lien or Encumbrance, then such Lien or
Encumbrance shall be bonded over, discharged or otherwise removed by Licensee at the completion of such contest.

6. **Trailway Operations**

   6.1 The Commission and Licensee shall cooperate to avoid, to the extent practicable, actions which could endanger the Facility or the Trailway. Licensee shall not interfere with the full use of the Trailway by the Commission.

   6.2 Licensee understands and agrees that the normal course of Trailway operations, including development, use, maintenance, improvement, surfacing or resurfacing may involve construction, maintenance, demolition and similar activities that have the potential to cause interruption or damage to the installation, operation, maintenance and repair of the Facility. The Commission understands and agrees that reasonable precautions shall be taken by its personnel, agents, and contractors to avoid such interruption or damage. The Commission will notify Licensee in writing in advance of activities that might reasonably be foreseen to cause damage or injury to the Facility and Licensee may take steps to safeguard its Facility. In the event of any such damage caused by the Commission or its personnel, agents or contractors, the Commission shall be responsible for any reasonable expenses incurred in restoring the Facility to full and continuing operation. In no event shall the Commission be liable for consequential damages of any kind.

   6.3 Licensee shall notify the Commission in advance of Licensee’s maintenance and other activities which may require access to the Licensed Premises through the Commission’s Land, in order to coordinate said access by Licensee with the Commission’s operations. Access by Licensee through the use of motorized equipment or vehicles on the Commission’s Land
(other than the Licensed Premises) requires separate prior written permission, after application to the Commission.

7. Insurance

7.1 Licensee or its contractor, if any, shall obtain and maintain at its expense, prior to entry onto the Licensed Premises, the following coverages in the following amounts:

a. Public Liability Insurance. Public Liability Insurance covering actions by Licensee providing for a limit of not less than $1,000,000, single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Protective Public Liability Insurance. For any construction activities occurring on the Licensed Premises, Protective Public Liability Insurance covering actions by Licensee’s contractors and agents providing for a limit of not less than $1,000,000, single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

c. Automobile Liability Insurance. For any construction activities occurring on the Licensed Premises, if any motor vehicles are used in connection with the work to be performed, Automobile Public Liability Insurance with limits of not less than $1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property, including the loss of use thereof, in any one occurrence.
7.2 Each policy of Insurance shall list the Commission and its officials, employees and agents as additional named insureds, unless such requirement is deemed unnecessary by the Commission in writing.

7.3 Each insurance certificate or policy delivered hereunder shall, to the extent obtainable, contain an agreement by the issuer that such policy shall not be cancelled without at least thirty (30) days prior written notice to the Commission.

8. **Indemnification and Liability**

8.1 Licensee agrees to indemnify, defend and hold the Commission harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees (except to the extent caused by the negligence of the Commission or its employees, agents or contractors), for any personal injury to, or death of, any person or persons, and any loss, damage, defacement, or destruction of property, arising out of the construction, fence replacement, repair, maintenance, usage, or presence on or about any portion of the Licensed Premises.

8.2 Except to the extent caused by the negligence of the Commission or its employees, agents or contractors, Licensee shall be solely responsible for any settlement or damage to the Licensed Premises or the Commission's Land adjacent thereto, including, but not limited to, settlement of or damage to trail surface, embankments, and structures, arising from or as a result of the construction, installation, maintenance, repair and operation of the Facility. In the event that Licensee fails to repair any such damage for which it is responsible, within sixty (60) days after receipt of written notice from the Commission, the Commission shall have the right to repair, replace, restore or correct any such settlement or damage at the sole cost and expense of Licensee.
8.3 Licensee undertakes and agrees that, in case claims are made or suit is instituted against the Commission for any loss, damage, injury or death for which Licensee is obligated to indemnify the Commission pursuant to Paragraph 8.1 above, Licensee, its agent or insurer will, upon notice from the Commission, settle, adjust and/or defend the same at its sole cost and expense, and will pay any judgment rendered therein, together with any costs of court included in said judgment.

9. **Events of Default**

9.1 The following shall constitute a “Default” as related to this License and shall include, without limitation, the following:

a. Failure of the Commission or Licensee to meet or perform any requirement or obligation of this License required to be met or performed by such party.

b. Licensee’s violation of any law or any applicable environmental regulation on the Licensed Premises.

c. Failure of the Licensee to maintain or repair the Licensed Premises or replace damaged fencing within a reasonable time.

d. Non-payment by Licensee of any amount due the Commission pursuant to this License on the date on which such amount is due.

e. Abandonment of the Facility by Licensee.

9.2 Upon the occurrence of a Default, as defined herein, the other party may give written notice to the defaulting party of such Default, and the defaulting party shall then have thirty (30) days to cure the Default, unless such Default cannot reasonably be cured within such thirty (30) day period due to circumstances beyond the reasonable control of the defaulting party (such as weather conditions) provided that the defaulting party has given written notice of such
delay to the nondefaulting party, and in which case such Default shall be cured within a reasonable time thereafter. In no event shall a monetary Default be deemed beyond the reasonable control of the defaulting party hereunder. If the defaulting party has not cured such Default after receipt of written notice and the expiration of the cure period as provided in this Paragraph 9.2, then such Default shall constitute an “Event of Default.” If an Event of Default has occurred, the nondefaulting party may terminate this License thirty (30) days after it delivers written notice to the defaulting party of the occurrence of an Event of Default, unless the Event of Default is cured within such thirty (30) day period. The termination provisions of this Paragraph for an Event of Default shall be in addition to, and not in lieu of, any other rights, whether in law or equity, either party hereto has for breach of this License by the other.

10. Expiration or Termination of License

10.1 Upon the expiration or termination of this License as provided in this Agreement, Licensee shall, at its sole cost and expense, within ninety (90) days thereafter, remove the fence and any other improvements made to the Licensed Premises, and shall remove any Hazardous Materials (as defined by any applicable federal or state law) that would cause the Licensed Premises to be deemed a “facility” under the environmental laws of the State of Michigan that were released onto the Licensed Premises at any time due to Licensee’s use of the Licensed Premises.

11. Assignment

11.1 Licensee shall not assign, sell, or transfer for collateral or for any other purpose, all or any of its rights or obligations under this License, nor sublicense all or any part of the Licensed Premises without the prior written approval of the Commission, which approval shall not be unreasonably withheld. Notwithstanding the foregoing to the contrary, (i) any sale or
transfer of ownership interest in Licensee or Licensee's facility located on Licensee's Adjacent Property or substantially all of Licensee's Adjacent property to another entity that utilizes the loading dock in Licensee's facility for its business operations, (ii) any transfer of ownership to an entity controlling, controlled by or under common control with Licensee, or (iii) any transfer of ownership to any entity that is Licensee's successor through merger, reorganization or consolidation, shall not require approval of the Commission, and shall be effective hereunder upon the delivery of written notice to the Commission of the assignment and acknowledgment by the assignee of its agreement to be bound by the terms of the License. Upon such assignment, Licensee shall have no further liability under this License for any obligation or liability accruing on or after the date of such assignment.

11.2 The Commission shall have an unrestricted right to assign for any purpose, all or part of its right to receive payments pursuant to the terms of this License. The Commission agrees to provide Licensee with ten (10) days' notice of such assignment, and Licensee shall not be liable to the Commission or such assignee if Licensee makes any payment required hereunder to the Commission before Licensee's receipt of such notice.

12. Notices

12.1 All notices, demands, requests, payments or other communications which may be or are required to be given, served, or sent by one party to the other pursuant to this License (except in the case of an emergency, in which case the most expedient means of notice shall be sufficient) shall be in writing and shall be mailed by priority, registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service, addressed to the appropriate party at its address, as identified first above, and shall be deemed
delivered three (3) days after deposit with the US Postal Service, or the next business day after deposit with a nationally recognized overnight courier service for next business day delivery.

12.2 Either party may designate by notice in writing a new address and/or individual to which any notice, demand, request or communication made thereafter shall be so given, served or sent, or may designate a second or additional address or individual to which notices are to be sent, in the same manner as giving notice pursuant to Paragraph 12.1 above.

13. **Miscellaneous Matters**

13.1 By licensing occupancy of the Licensed Premises to Licensee, the Commission is not hereby establishing any joint undertaking, joint venture or partnership with Licensee, its agents, or contractors. Each party shall be deemed to be an independent contractor and shall act solely for its own account.

13.2 This License constitutes the entire agreement between the parties, and supersedes all previous oral or written understandings, agreements, commitments, or representations concerning the subject matter of this License. This License may not be changed, amended or modified in any way, except as may be agreed to in writing executed by each of the parties.

13.3 Neither the waiver by either of the parties hereto of a breach of or default under any of the provisions of this License, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this License or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default, or as a waiver of any of such provisions, rights, or privileges hereunder. Time shall be of the essence with respect to each obligation of either Licensee or the Commission under this License, which obligation is required to be performed by a specific date, or within a certain number of days, specified herein, otherwise time shall mean "within a reasonable time".
13.4 This License shall run with the land and be binding upon and shall inure to the benefit of both parties hereto, their respective legal representatives, successors and assigns.

13.5 This License, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Michigan.

14. Acknowledgment of Title/Ownership and Boundary

Licensee, as further consideration for the issuance of this License by the Commission and the option to exercise the Renewal Terms, agrees to the entry of a Consent Judgment in the Oakland County Circuit Court which does “quiet the title” of the Commission and acknowledges the title/ownership of the Commission to the Licensed Premises, provided such Consent Judgment does not conflict in any way with the terms or conditions of this License. The parties shall execute and record a Memorandum of License with the Oakland County Register of Deeds simultaneously with the entry of the Consent Judgment.

ADDITIONAL TERMS, CONDITIONS AND REQUIREMENTS

1. A survey and description of the Licensed Premises shall be appended to this Agreement as Exhibit A. The Facility, its fences and landscaping and other appurtenances shall be depicted on a plan appended to this Agreement as Exhibit A-1. A photograph of the fence located on the Licensed Premises, and any replacement fence, shall be attached to or added to this License as Exhibit A-2.

2. The general public shall be excluded from the Licensed Premises. Members of the Commission, or its designated staff, shall be permitted access through any fence or gate from Licensee’s adjacent property to the Licensed Premises during normal
business hours, upon prior notice to Licensee for any purposes permitted in this Agreement.

3. Licensee is encouraged, but not obligated, to screen its manufacturing facility from view from the Trailway by incorporating native plantings of trees and or shrubs along either side of the fence on the Leased Premises the and for this purpose may utilize an area of three (3) feet in width on either side of the fence on the Licensed Premises for the placement of such plantings.

4. It is anticipated the Licensed Premises will be in constant and daily use by the Licensee and that for the purposes of safety and security will not be open to the general public or Trailway users and is expected to be segregated from the general trail area by fencing and/or landscaping.

5. Licensee, in the ordinary use of the Licensed Premises, may use or cause to be used, motorized vehicles on the Licensed Premises. Licensee need not provide any notice for normal maintenance and repair to the fence or Facility that require access only from Licensee’s Adjacent Property and not from the Commission’s Land adjacent to the Licensed Premises.

6. Use restrictions:

(a) The Licensed Premises shall be used only for the purpose of a driveway and turnaround for truck, trailer and other vehicular access to and from the loading/unloading dock of Licensee’s facility on Licensee’s Adjacent Property.

(b) The Licensed Premises shall not be used for storage or parking, provided trucks awaiting use of the loading/unloading dock may
stand/wait in the area of the Licensed Premises, and except for occasional overnight parking not longer than one day.

(c) No storage of flammable liquids or hazardous chemicals in any form is permitted on the Licensed Premises.

(d) Licensee shall be permitted to retain its current directional sign on the Licensed Premises for shipping directions, and may replace such sign in the same location with a similar directional sign.

7. Appearance and Maintenance Conditions:

(a) The areas of the Licensed Premises visible from the Trailway shall be kept in a reasonably clean and litter-free condition without regard to the source of any litter found thereon, with papers and other potential litter or debris kept from blowing onto the Trailway. Environmental contaminants released on the Licensed Premises shall be immediately cleaned up.

(b) All fences on the Licensed Premises shall bear no signs except those specifically approved in writing by the Commission.

(c) The fences on the Licensed Premises are to be kept in good repair and any damage thereto shall be repaired by the Licensee within a reasonable time. It is expected that Licensee shall perform all cleanup, repairs or maintenance without requiring notice from the Commission, however, should any of these tasks not be completed within a reasonable time after notice from the Commission and such failure therefore becomes an Event of Default hereunder, the Commission can cause the cleanup or repair to be made and bill Licensee therefore.
8. Licensee acknowledges that it does not have an exclusive use of the Licensed Premises, and that the Commission may use for itself, or license to others the use of underground and/or overhead space within the Licensed Premises for the purpose of the installation, maintenance, repair and replacement of utility facilities (e.g., power lines, cables, fiber optics, telecommunication facilities, gas lines, water and sewer lines) only, provided the same does not interfere with Licensee's use of the Licensed Premises. The Commission acknowledges (i) that the general public, which has the right to use the Trailway, shall not have any right to access or use the Licensed Premises for any purpose, and (ii) the Commission shall not have the right to access or use the Licensed Premises for any purpose other than as expressly set forth in this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be duly executed on their behalf as of the day and year first hereinabove set forth.

SIGNED: PAINT CREEK TRAILWAYS COMMISSION

By Roche A. Blanchard Its: Chairman

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) SS.

The foregoing instrument was acknowledged before me this 27th day of September, 2010 by Roche Blanchard, the Chairman of The Paint Creek Trailways Commission, an Inter-Governmental Commission formed under the Urban Cooperation Act, 1967, P.A. 7 (EX. Sess.), on behalf of the Commission.

Notary Public

538904-4
EXECUTION COPY
SOLARONICS, INC.

By

Richard F. Rush, Jr.
CEO & President

STATE OF MICHIGAN )
) SS.
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 28th day of September, 2010, by Richard F. Rush, Jr., CEO and President of Solaronics, Inc., a Michigan corporation, on behalf of the corporation.

Notary Public

OAKLAND County, Michigan
Acting in OAKLAND County, MI
My commission expires: 5/5/2012
EXHIBIT A

Legal Description of Licensed Premises
Legal Description: Paint Creek Trail R.O.W./Solaronics Inc.

Part of the N.E. ¼ of Section 10, T.3.N., R.11E., City of Rochester, Oakland County, Michigan, being described as: Beginning at a point distant N 85° 55' 17" E, 407.45 feet along the East-West ¼ line of said Section 10 and 68.15 feet along an arc of a curve to the right, (radius 3657.29 feet, central angle 01° 04' 03"), chord bears N 40° 36' 52" W, 68.14 feet) along the Easterly right-of-way line of Paint Creek Trail (100 feet wide) from the Center of said Section 10; thence S 51° 18' 35" W, 40.50 feet; thence 32.40 feet along an arc of a curve to left, (radius 24.90 feet, central angle 74° 33' 51"), chord bears N 13° 37' 28" E, 30.17 feet); thence N 30° 24' 22" W, 11.53 feet; thence N 42° 06' 06" W, 83.76 feet; thence S 83° 24' 58" W, 11.45 feet; thence N 39° 51' 48" W, 131.38 feet; thence N 33° 10' 51" W, 40.58 feet; thence N 25° 09' 10" W, 217.19 feet; thence 503.35 feet along an arc of a curve to the left, (radius 3657.29 feet, central angle 07° 53' 08"), chord bears S 36° 08' 16" E, 502.95 feet along the Easterly right-of-way line of Paint Creek Trail (100 feet wide) to the point of beginning. Containing 10,874 sq.ft. or 0.250 acres.
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: National Trails Day
Date: March 8, 2021

National Trails Day is scheduled for Saturday, June 5th this year. The Commission needs to decide if it would like to host an in-person or virtual event this year. Since our last meeting, the Michigan Department of Health and Human Services has updated the guidelines and outdoor gatherings at non-residential venues are now allowed to have up to 300 people.

At this time, the American Hiking Society, the organization that sponsors National Trails Day, has not put forth any guidance on how the day should be celebrated this year. Further information is expected to be released soon.

https://americanhiking.org/national-trails-day/

At the last meeting, staff indicated they would bring several ideas of both virtual and in-person events for consideration at the March meeting:

Virtual

**Coloring contest:** Coloring sheets would be available for download on the Trail’s website for both children and adults. Entries would be submitted via email by scanning or taking a photo of the completed sheet. All participants would receive a PCT bike bell for participating but would need to pick up them up from the Cider Mill in order to receive their prize.

**Community Feedback:** Community members would be encouraged to submit content on how the trail has made a difference in their lives during the COVID-19 pandemic. A variety of submission types would be accepted and encouraged, including personal narratives, photographs, artwork, video, etc. Submissions could be made via social media, email or by mail and would be shared on our website, Facebook, Twitter, Instagram or even in future grant applications.
In-person

**DIA docent-led tour of Inside|Out project on PCT:** Held in conjunction with the Polly Ann Trail, a docent from the DIA would lead cyclists on a tour of the eight artworks on the two trails. Participants would need to sign up in advance in order to limit the size of the ride to maintain social distancing between cyclists.

**Trail Etiquette Informational Table:** Staff would man a table located somewhere along the trail which would include a display and handouts on trail etiquette. All trail users who visited the table would receive a PCT bike bell.

**Nature-inspired craft near Downtown Lake Orion trailhead:** Staff would partner with the Orion Art Center or other local arts organization to provide a craft for young trail users to create and take home with them.

**Hybrid:**

**GooseChase Scavenger Hunt:** Commissioners should have received an email earlier this month inviting them to participate in a test game on the GooseChase app. Hopefully everyone had a chance to explore the app and complete one or two missions.

Staff would develop a weeklong scavenger hunt for trail users with missions centered on locations along the trail or trail-related trivia. The last mission for the scavenger hunt would be for participants to visit a table along the trail or in one of the downtown areas on National Trails Day (June 5th) to receive a PCT bike bell as a prize for playing.

Trail staff would have access to all content generated during the game and could use it for future social media or website content, marketing, etc.

There is a cost associated with using the app for an event such as ours. At the 50 player/team level, the cost is $500 for non-profits. GooseChase has indicated that they would allow additional players/teams to join beyond the original 50, at no added cost to the Commission, if we have a high level of participation.

The GooseChase app also allows you to add on an optional mission at the end of the game that would give users extra points if they make a donation to your organization. GooseChase also recommends seeking out sponsors and in exchange for their support, craft a mission around their business location.
MEMO

To: Commissioners, Alternates, & Staff  
From: Melissa Ford, Trail Manager  
Subject: Oakland County Grant Opportunities  
Date: March 10 2021  

At the latest TWLA meeting, two upcoming grant and project opportunities were presented that are applicable to the trail.

As part of the Oakland County Parks millage, a new grant program for trails throughout the county will be launched and there will now be dedicated funding for invasive species management county wide via the Oakland County Cooperative Invasive Species Management Area (CISMA).

The new grant program for trails plans to have a Fall RFP with a winter due date and early spring award. The county estimates that there will be $700,000 available in funding for fiscal year 2022. Thirty percent of the funds will be used for pre-development (design/engineering) projects with no match required. The remaining seventy percent will be allotted for development projects with some match required. The focus of these grants is the Oak Routes Trail Network, safety paths, connectors, sidewalks/bike lanes, and water trails. Considerations for the award include financial need, public input, accessibility, and maintenance plans.

The second opportunity is an invasive species management treatment project. Trail staff has spoken with CISMA which has identified three areas of concern along the trail:

1) a stretch of Phragmites along the portion just south of Dutton Rd in Rochester Hills, approximately 2.5 acres (rough estimated based on the area range values)

2) a patch of Knotweed near the beginning of the trail (downtown Lake Orion), approximately 64ft long (rough estimate), there are also a few spots of Phragmites near there as well.
3) a few spots of Swallowwort near the Paint Creek Cider Mill & Goodison in Oakland Township, approximately 1000 sq ft.

The application for this program was due on March 11th and Trail staff have submitted the three sites above for consideration. Staff has spoken with the affected communities and they have indicated that they would be able to continue treatment at the sites after the first year of treatment by the county.
MEMO

To: Commissioners, Alternates and Staff

From: Melissa Ford, Trail Manager

Subject: February Manager's Report

Date: March 8, 2021

Advisory Committee Reports
The Branding Committee is waiting on Rochester Sign Shop to send us mockups from the wayfinding signage in order to allow the Committee to make a decision regarding the amount of text to include on the signage. The Committee continues to work on finalizing the content for the wayfinding signage and plan to meet at least once more before bringing their recommendations before the Commission.

Complaints/Vandalism
I am unaware of any complaints or vandalism Trail this month.

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 2021 Operations and Patrol have been received.
• January license fee invoices to various utilities will be sent out following review by the Trail attorney.

Follow Up
• Review of License Agreements by Trailways Attorney: An update and copy of the revised license agreement is included in your packet for your review and comments.
• Moutrie Pollinator Garden: Trail staff is currently contacting potential donors for the memorial bike rack. A ribbon cutting ceremony will be held during Pollinator Week (June 21-27).
• Spring Thaw Trail Etiquette: Signage has been placed on the trail and in the kiosks to raise awareness about freeze/thaw season etiquette. Staff will also periodically post about it on social media and a reminder on this topic was included in the spring Oakland Township newsletter.

Future Agenda Items
♦ Memorial Bench Policy (consider adding Memorial Tree program)
♦ Trail safety and maintenance standards
♦ Oakland Township Historical Society Railroad Signal Booth
♦ Wayfinding signage locations
Promotion of the Trail

- Our Facebook page has 7,468 followers, an increase of 35 since last month.
- Our Twitter account has 792 followers, an increase of 2 since last month.
- Our Instagram Account has 1,258 followers, an increase of 24 since last month.
- Our E-Newsletter has 155 subscribers.
- I’ve posted information and photos on social media.

Paint Creek Trail Website Analytics

In the last 30 days, we had 1,541 visitors, with 16,207 visits. The top 10 visited pages:

Page statistics were again unavailable for the last month. We have added a new Google Analytics plugin to the website and should have statistics for this month at the next meeting.

In February, we had 2,208 visitors, with 26,284 visits. Page statistics were unavailable for February.

Commission Ad-Hoc Committee Assignments

<table>
<thead>
<tr>
<th>Committee</th>
<th>Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recognition Ad-hoc committee</td>
<td>Gamage, Olijnyk</td>
</tr>
<tr>
<td>Personnel Ad-hoc committee</td>
<td>Becker, Olijnyk, Steele, Walker</td>
</tr>
<tr>
<td>Rochester Hills Art/Pathway Project committee</td>
<td>Becker, Mungioli, Shepard, Walker</td>
</tr>
<tr>
<td>SE Rochester Property Ad-hoc committee</td>
<td>Becker, Elwert, Gamage, Sage</td>
</tr>
<tr>
<td>Labor Day Bridge Walk (Sept 6) Ad-hoc committee</td>
<td>Buxar, Dalrymple, Elwert, Olijnyk, Walker</td>
</tr>
<tr>
<td>Lake Orion Ad-hoc committee</td>
<td>Becker, Narsh, Steele, Stout</td>
</tr>
<tr>
<td>Trail Branding &amp; Signage Ad-hoc committee</td>
<td>Gamage, Ford, Olijnyk, Sage</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>Buxar, Gamage, Stout, Walker</td>
</tr>
</tbody>
</table>

2021 Goals

<table>
<thead>
<tr>
<th>Administrative</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue coordinating assistance with Friends of the Paint Creek Trail (ongoing)</td>
<td>The 2021 Cruisin’ for the Trails will be held as a virtual event from May 1-14, 2021. The event is now listed on the trail website and Facebook. Registration is open.</td>
<td>1</td>
</tr>
<tr>
<td>Continue Trail etiquette education (ongoing)</td>
<td>Ongoing. Signage has been placed on the trail and in the kiosks to raise awareness about freeze/thaw season etiquette. Staff will also periodically post about it on social media and a reminder on this topic was included in the spring Oakland Township newsletter.</td>
<td>2</td>
</tr>
<tr>
<td>New Brochure/Map Update</td>
<td>Brochure will be updated this year using IBT Challenge grant funds. Staff is currently revising the brochure to include the new map and updated information.</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 February virtual TWLA meeting. Trail manager attended the February virtual TWLA meeting and will provide an update during the</td>
<td>2</td>
</tr>
<tr>
<td>April PCTC meeting on two Oakland County grant opportunities that were presented at the TWLA meeting.</td>
<td>Ongoing. Continue to utilize social media, website and other resources to provide information to trail users.</td>
<td>2</td>
</tr>
<tr>
<td>Trail Closure education/public relations/Communications Plan (Ongoing)</td>
<td>The first cleanup will be held in April. A second cleanup will occur in October. Adopt-a-Trail groups will be asked to follow social distancing guidelines and to take all collected trash with them to dispose. <strong>Trail staff have confirmed all Adopt-a-Trail groups for 2021-2023.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Adopt –A-Trail program</td>
<td>TBD</td>
<td>2</td>
</tr>
<tr>
<td>Develop a volunteer program to recruit, train to help in the office special projects and special events</td>
<td>TBD</td>
<td>2</td>
</tr>
<tr>
<td>Make presentation at member community City Councils and Township Boards</td>
<td>TBD</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Master Plan</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southeast Rochester Property Development</td>
<td>Southeast Rochester Property development is currently on hold.</td>
<td>3</td>
</tr>
<tr>
<td>Wayfinding signage in Rochester &amp; Lake Orion/Trail identification and road crossing signage (Branding)/Gateway signage – Each community</td>
<td>Additional gateway, kiosk and wayfinding signs will be financed by remaining RCWJF funds and IBT Challenge grant funds. The Branding Committee met in late January to discuss the second half of the wayfinding signage on the Trail. They continue to work on finalizing the locations for the wayfinding signage and plan to meet at least once more before bringing their recommendations before the Commission. <strong>Wayfinding committee is waiting on Sign Shop to create wayfinding sign mockups before finalizing the text.</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning &amp; Development Goals</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Trails Day –June 5, 2021</td>
<td>TBD. The Commission needs to decide if it wishes to hold an in-person or virtual event this year. <strong>NTD format will be discussed at March PCTC meeting.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Labor Day Bridge Walk – September 6, 2021</td>
<td>TBD – Commission hopes to host an in-person event this year if public health conditions allow.</td>
<td>2</td>
</tr>
<tr>
<td>Bridge 33.7 &amp; Resurfacing Ribbon Cutting</td>
<td>Ribbon cutting TBD. Press release still needs to be issued – need to follow up with DNR for quote.</td>
<td>1</td>
</tr>
<tr>
<td>Garlic Mustard Workday</td>
<td>TBD</td>
<td>3</td>
</tr>
<tr>
<td>Moutrie Pollinator Garden</td>
<td>Bike rack and Free Little Library will be installed this spring. <strong>Garden ribbon cutting scheduled for some time during Pollinator week June 21-27.</strong></td>
<td>1</td>
</tr>
<tr>
<td>Paint Creek Junction</td>
<td>Project expected to go out for bids in Fall/Winter 2020/2021 with construction occurring in Spring 2021. <strong>Project bids have been received.</strong></td>
<td>2</td>
</tr>
</tbody>
</table>
Host Detroit Institute of Arts Inside | Out program on the Trail | Trail has been accepted as a host for the 2021 program. We will have 4 reproductions on the Trail. Locations and artwork selected. The installation will be on the Trail from May through November.

Apply for Pure Michigan Trail designation from the Michigan Department of Natural Resources | Application due date TBD (most likely September).

<table>
<thead>
<tr>
<th>Policies</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<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>Establish Memorial Tree Donation Program</td>
<td>Will be added to future agenda for discussion.</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maintenance and Inspection</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assure Restrooms are maintained (ongoing)</td>
<td>Ongoing.</td>
<td>1</td>
</tr>
<tr>
<td>Continue vandalism prevention education (ongoing)</td>
<td>Ongoing.</td>
<td>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>TBD</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trail Safety</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rochester – Bridge 31.7 Replacement</td>
<td>2016 bridge inspection report received by Trail staff. Next inspection tentatively scheduled for 2022.</td>
<td>2</td>
</tr>
<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>Purchase defibrillator for bike patroller</td>
<td>Defibrillator will be purchased in 2021 using IBT Challenge grant funds. <strong>Staff investigating which type of AED to purchase.</strong></td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long Term Goals</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<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>Ongoing.</td>
<td>1</td>
</tr>
<tr>
<td>Connections to Bald Mountain State Park</td>
<td>Funding received by DNR for engineering study.</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>

<table>
<thead>
<tr>
<th>Additional Goals</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager Ford participate in Rochester Master Plan Committee</td>
<td>Manager Ford attended the February 4th meeting of the Master Plan Steering Committee.</td>
<td>2</td>
</tr>
<tr>
<td>User survey of trail use</td>
<td>Trail Manager Ford will reach out to MSU Department of Community Sustainability about the process/cost for a new user survey.</td>
<td>1</td>
</tr>
<tr>
<td>Technology Plan, website migration and improvements</td>
<td>TBD</td>
<td>1</td>
</tr>
</tbody>
</table>
BEGINNING FUND BALANCE $75,124.59

Revenue & Additions
- Gifts $0.00
- Interfund Gifts $0.00
- Dividends $80.35
- Interest Income on Investments $7.83
- Realized Gains and Losses $0.60
- Unrealized Gains and Losses ($214.84)

Total Revenue & Additions ($126.06)

Expenses & Distributions
- Grants from Income $3,928.39
- Interfund Grants $0.00
- Admin. Fees Charged $236.83
- Misc. Fund Expenses $0.00
- Financial Fees $12.68

Total Expenses & Distributions $4,177.90

YTD FUND BALANCE $70,820.63

Paint Creek Trailways

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant</td>
<td>Paint Creek Trailways Commission</td>
<td>01/20/2021</td>
<td>$3,928.39</td>
</tr>
</tbody>
</table>

Grants Total $3,928.39
Resolution #2020-005
2021 Paint Creek Trailways Commission Meeting Schedule

**MOTION** by Stout, supported by Steele, **Resolved**, that the Paint Creek Trailways Commission establishes the 2021 Regular Meeting Schedule as the third Tuesday of each month as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>January 19, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
<tr>
<td></td>
<td>July 20, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td>February</td>
<td>February 16, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
<tr>
<td></td>
<td>August 17, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td>March</td>
<td>March 16, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
<tr>
<td></td>
<td>September 21, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td>April</td>
<td>April 20, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td></td>
<td>October 19, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
<tr>
<td>May</td>
<td>May 18, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td></td>
<td>November 16, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
<tr>
<td>June</td>
<td>June 15, 2021</td>
<td>City of Rochester Municipal Offices</td>
</tr>
<tr>
<td></td>
<td>December 21, 2021</td>
<td>Paint Creek Cider Mill</td>
</tr>
</tbody>
</table>

**Further Resolved**, that the Paint Creek Trailways Commission Meetings will begin at 7:00 PM, Michigan Time and will be held at the Paint Creek Cider Mill, 4480 Orion Road, Oakland Township, Michigan or the City of Rochester Municipal Offices, 400 Sixth Street, Rochester, Michigan unless otherwise noted.

Ayes: Blanchard, Ferriolo, Sage, Simon, Steele, Stout, Walker

Nays: None

**MOTION CARRIED**
5TH ANNUAL ORION GREEN-UP

Help us make Orion a little Greener, in partnership with the Polly Ann Trail! We provide the trash bags and locations around Orion that are in need of cleaning. Lunch will be served, starting at noon.

SATURDAY, APRIL 24
CAMP AGAWAM - ALBERICI LODGE
9AM-1PM

FOR MORE INFORMATION CALL 248.391.0304 X3500
OR CHECK OUT GREENER ORION ON FACEBOOK.
CAMP AGAWAM 1301 W. CLARKSTON RD