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**REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION**  
**Via Teleconferencing – GoToMeeting**  
**Access code: 458294901, or by phone 1-872-240-3311**

**CALL TO ORDER:** The Tuesday, March 16, 2021 Regular Meeting was called to order by Chairperson Steele at 7:01 p.m.

**Voting Members Present:** Brian Blust (*enter 7:27 p.m.*), Robin Buxar, Linda Gamage, Steve Sage (*arrived 7:23 p.m.*), Donni Steele, Jeff Stout, David Walker

**Voting Alternates Present:** Martha Olijnyk (*voting until 7:27 p.m.*), Chris Shepard

**Non-Voting Alternates Present:** Dave Mabry

**Village of Lake Orion Non-Voting Member Present:** Jason Peltier

**Voting Members Absent:** Ken Elwert

**Alternates Absent:** David Becker, Julia Dalrymple, Theresa Mungioli, Ann Peterson

**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

**VIRTUAL MEETING ANNOUNCEMENT:** Chairperson Steele 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 Paint Creek Trailways Commission will provide reasonable and necessary auxiliary aids and services for individuals with disabilities and advance notice. Please contact the Trail Office Manager at [manager@paintcreektrail.org](mailto:manager@paintcreektrail.org) or at 248-651-9260 at least 72 hours in advance.

**PLEDGE OF ALLEGIANCE:** All rose and recited the Pledge.

**COMMISSIONER LOCATIONS:** Per the virtual meeting requirement, all members present stated their name, that they are attending virtually, and where they are calling in from – Donni Steele, Orion Township; Jeff Stout, Lake Orion; Robin Buxar, Oakland Township; Martha Olijnyk, Oakland Township; Dave Mabry, Oakland Township; Jason Peltier, Lake Orion; Linda Gamage, Rochester; David Walker, Rochester Hills; Chris Shepard, Rochester Hills; Melissa Ford, Village of Lake Orion; Chris Gray, Rochester Hills; Louis Carrio, Rochester Hills; Beth Helmer, Rochester.

**APPROVAL OF AGENDA:** A discussion of a trail access request by Nowak & Fraus Engineers will be added before the Manager's Report.

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

**Roll Call Vote:**

Ayes: Buxar, Gamage, Olijnyk, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**PUBLIC COMMENT:** None

**CONSENT AGENDA:**

- a. Minutes – February 16, 2021 Regular Meeting, approve and file
- b. Treasurers Report – February 2021

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

**Roll Call Vote:**

Ayes: Buxar, Gamage, Olijnyk, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**APPROVAL OF INVOICES:** Ms. Ford presented the list of invoices totaling \$961.00. In addition to the recorder's fee, this amount includes credit card charges for nameplates for new commissioners and GoToMeeting charges for the March meeting; and the attorney's legal services invoice for license agreement review. Estimated unrestricted fund balance is \$60,000. Mr. Stout asked if we are expecting any more charges for the attorney, to which Ms. Ford responded we should anticipate more charges based on the decisions made at tonight's meeting relative to her contacting the license holders about the new agreement and the decision on Solaronic's license.

**MOTION** by Stout, seconded by Gamage, *Moved*, that the invoices presented for payment are approved as presented in the amount of \$961.00 and orders be drawn for payment.

**Roll Call Vote:**

Ayes: Buxar, Gamage, Olijnyk, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**APPROVAL: Temporary Permit, Beth Helmer – Lutheran Northwest High School – May 2, 2021:**

Ms. Ford commented this is a new event on the trail, hence Ms. Helmer's attendance at the meeting. They are planning a run, walk and stroller event on May 2, 2021 for the Lutheran Northwest High School boosters. Ms. Beth Helmer introduced herself and explained some people in the group want to make it more professional than others in terms recognizing different people with prizes, and asked if this is an issue. They are planning on having families and some staff members have young children, so the thought is to let them know strollers are welcome at the event. She's hoping people will participate as the fall indoor fundraiser was cancelled. A rain date of May 16<sup>th</sup> is proposed and asked if this is also approved. Ms. Gray indicated there were no events scheduled for that date. Ms. Helmer explained the event will start at the Rochester Municipal Park, and the necessary form is being completed. She anticipates 100-200 participants, will be charging for the event (except for elementary age or younger children), and will provide bottled water and fruit. Ms. Steele noted the insurance information has been submitted. As this is a new event, Ms. Olijnyk suggested a copy of trail etiquette/rules be provided to them; this will be done. Mr. Walker commented the trail will not be closed during the event and wants to make sure the applicant is aware of this. He then noted that Kendra Fleming signed the application accepting responsibility, and asked who this individual is. Ms. Helmer stated there are three schools in their district, and believes Ms. Fleming is from the LHSA superintendent's office, but does not know her personally. She was responsible to give the information to the Commission. Ms. Helmer can certainly find out who she is and provide that information. Mr. Walker said she signed the document accepting the responsibility of the liability, and he wants to make sure she has the authority to accept this responsibility if we grant permission for the event. Ms. Helmer will provide this information to Ms. Gray.

**MOTION** by Buxar, seconded by Stout, *Moved*, to approve the temporary permit for the Lutheran Northwest High School's 5K run event on May 2, 2021, with a rain date of May 16,

2021, with the provision to follow up on Ms. Fleming's jurisdiction to sign the document accepting responsibility for liability.

Roll Call Vote:

Ayes: Buxar, Gamage, Olijnyk, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**DISCUSSION/APPROVAL: Revised License Agreement:** (During this discussion Commissioner Sage entered at 7:23 p.m., and Commissioner Blust entered at 7:27 p.m.) A copy of the revised license agreement was included in the packet. Ms. Ford explained the attorney has reviewed it and created a standard license agreement. It's an agreement with a five year term, with two renewal terms, so 15 years total. She is proposing increases of 30% every five years and adding a termination provision that would allow either party to terminate for any reason at any time. The Licensing Committee has also reviewed the agreement and may wish to add their input before we open it up for discussion. Ms. Ford is looking for feedback tonight on the proposed changes to the standard agreement that has been presented by our attorney, with the understanding that changes can be made. Chairperson Steele thanked the Committee for reviewing the agreement. Mr. Walker gave an overview from the Committee – as far as the framework the attorney has created, it's what we needed, a standardization of the agreement going forward. It looks like we inherited a hodge-podge, so this will help staff set up a baseline to go forward; it would be just a function of administration to make sure that the incremental increases are implemented. He didn't see anything out of the ordinary or anything that would need to be changed. If we can agree to the framework of the licensing agreement, the only caveat would be the individual baselines – where do we start with each of the licensees. We need to sit down and calculate, as it looks like some of the increases weren't implemented in the past. The contractual agreements were in place, yet at the renewals the increases weren't implemented. Due to these deficiencies, we could have collected more money. This was a missed opportunity that we shouldn't allow to continue to happen. We were all over the place; the Dillman & Upton license was never increased, the DTE agreements were not increased where we should have, same thing with Solaronics. He likes the framework, the license agreement is admirable, but doesn't know if we can tell the attorney at this point to contact the licensees; more work needs to be done to set a baseline for each license and then we can tell the attorney to go and sign new agreements. Ms. Steele asked if the license agreements open now are active, and if we would have to retract the current ones and replace with the new agreements, and if the attorney should do this or is the staff comfortable with doing it. Ms. Ford indicated DTE's agreement has expired as of last year, so a current agreement is not held with them. Some of the other agreements don't have end dates, they just continue on, like the Dillman & Upton one. Some of the others were supposed to increase every few years, and we've already passed that period. She doesn't feel the agreement is necessarily invalid, but the rate changing every few years is not in place anymore. Ms. Olijnyk likes the uniformity aspect of the agreement, so each year you know it's going to be five years before you have to worry about an increase, so you don't have to look every year. She agrees with Mr. Walker that we need to know what amounts we want before we contact the licensees to say we have a new agreement with the new amount. This needs to be done before the attorney talks to them. She also has suggestions on wording in the agreement and will wait until the end of discussion before she brings them up. Ms. Steele asked what the amount was collected from the licenses in one year. Ms. Ford explained each license has different amounts, eight different licenses with eight different amounts; she'd have to get the document as she doesn't know this offhand. The amounts range from a few hundred dollars to several thousand per year. If we're going to have uniformity, Ms. Steele asked for a suggested amount for each one. Ms. Ford stated we know what they paid last year so that could be a starting point, but doesn't know if we want to look back and see what they should have paying with their increases and update that number with what it should have been. This needs to be discussed. Chairperson Steele would like to defer this

back to the Licensing Committee – is it based on a linear foot or square footage of each spot? Mr. Walker said no, it's so unique and individual unto itself – there's no consistency across any of the agreements. Ms. Gamage thinks some of the agreements were based on terms; ITC had certain terms that they would agree to, so that's why there're not uniform. She feels the Committee has their work cut out for them in some cases to make them uniform, and that's also the reason for the differences in the value of the license agreements. She doesn't recall what the ins and outs were, if it was based on square footage, etc.; she's sure it was based on many different things. She thinks it was also based on what ITC said they usually did for their agreements. We entered into things on their terms in a lot of cases. Ms. Steele asked the Committee if they should discuss how we're going to charge per license, or maybe have an off-line meeting to discuss? She feels we need we come up with a calculation for the charges. Mr. Walker said for Consumers it's for a 36 inch underground pipeline for transmission for natural gas, for Dillman & Upton it's for a fenced area that's for their use only, for DTE it's for six 120,000 volt aerial lines and two ground wires. There's no consistency or menu to dictate charges. Each individual case is going to have to be calculated, but we should be able to at least use the baseline and formulate something based on what they are being billed to extrapolate some beginning point. Perhaps the Licensing Committee and staff could get together and discuss the eight licenses, set a baseline and come up with a numerical value to determine the starting point. Ms. Oljnyk agreed we don't have to have the same amount for each as it's dependent on what they are using it for, e.g., the Solaronics use was very heavy as trucks were on their driveway that was on trail property, same with Dillman & Upton storing goods, as compared to the use of an underground pipe. But an underground pipe with hazardous material in it, might be worth more. She suggested the Licensing Committee check with their municipalities to see if there is criteria used as to how they value the different uses. Chairperson Steele doesn't know about Rochester or Rochester Hills, but doesn't think there is criteria in Oakland or Orion Townships. She doesn't know the urgency of this situation, but suggested the License Committee come up a value picking up the starting point of where the licenses left off, adding the increases that we haven't charged them over the last couple of years, and have this amount be the starting point. She also suggested Ms. Oljnyk forward her text changes/suggestions to the Committee for review. The Committee could then return to the Commission with their recommendations. Ms. Buxar agreed and suggested staff set up a GoToMeeting for the Committee to discuss rather than doing it by email. Mr. Walker noted that Ms. Ford put together a spread sheet of the current license amounts, and he figured out what they should be after the increases that weren't applied, so that information is available. The Committee could discuss this and if everyone agrees, move on from there. Mr. Stout said maybe it's as easy as saying there's a residential amount, a commercial amount, and utility amount to use as a starting point instead of trying to interject a lot of math. Ms. Gamage commented if we add the increases to what they are paying now to use as a starting point, it could be a large amount for some of the licenses and turn into an argument with the licensee. As long as there is consensus from the Committee, we could start the discussion there. Chairperson Steele suggested tabling this issue until the next meeting, (recording cut out for a bit) as long as the Committee can meet before then.

**DISCUSSION: Solaronics License Agreement:** Ms. Ford explained Solaronics, across from Dillman & Upton, is vacant and the property is for sale. It hasn't been in use for at least a year. The original license agreement has language saying that the term of agreement is renewable until the facility is abandoned or removed and no longer used by the licensee. The Committee has been discussing whether or not this agreement should be terminated. Our attorney weighed in on this, and thinks the Commission has a good argument that the term has expired for the license. Ms. Gamage said we entered into the license agreement with Solaronics because they needed access to their property. They were already encroaching and built a fence that was well on trail property and were using it to drive trucks onto their property. Unless they have use of our

property they wouldn't be able to access their buildings with their trucks. So we granted the license but it was a difficult process. She thinks at the time, it was the understanding of the Committee that once the building sold the license agreement would be cancelled. However, years later when we read the agreement that was signed, that was not the agreement that was signed. It's her opinion that since the property is no longer in use and our property is no longer needed for access to their business, we should terminate the agreement. Although it earns us some money, that's not what we're here for; we're not here to earn money based off our property. We're here to allow our users a great trail experience. She thinks we should reclaim that. With the building for sale, it makes her nervous what that property might be used for in the future directly on the trail. Mr. Sage asked with the revocation of the agreement, does that make it easier for us to reclaim the land or is it easier to keep it in place so that we have some standing. By deed, we know this is our land, but does it convolute things if we terminate the agreement? What is the use of the land without the agreement? Mr. Walker commented they constructed a long chain link fence that runs the full length of their property that's well into trail property. If he read the agreement correctly, if we notify them and they agree to cancel this agreement, they have 90 days to remove the fence. He didn't see anything in the agreement that said return the area to its natural state, so he assumes they are just going to take down the fence and we would be left with the gravel pathway. He also sees that in a resale scenario, without the fence and without the ability to drive semi trucks, that would impact the value of the building if they are marketing it that way, and they are. In their marketing material it says adjoins the PCT, that's the listing for this property. He thinks there might be some pushback if they see it as a marketing asset to be able to drive trucks around the back of the building, and if we take that away, it dramatically impacts the value of the property. He feels it will be an interesting slippery slope. The agreement says abandoned, and they have not abandoned their property. That would be our contractual reasoning to revoke the agreement. They have not surrendered their rights to it, only trying to sell it. He's interested why the attorney thinks we can simply revoke this agreement. The term of the license hasn't expired as it started in 2011 and runs 25 years. The only caveat he saw would be to try and do the abandonment, but by definition, real estate abandonment is relinquishing rights, and they have not done this. He doesn't know where to go on this, other than to request they surrender their license; if they do then that's great, if they don't, he doesn't see where we have anything to go on. Ms. Steele said the agreement says "if the facility is abandoned, or removed and no longer used by the licensee", so it's not necessarily abandoned, but they might be removing a building or no longer used by the licensee. Ms. Olijnyk commented that abandonment is mentioned twice in the agreement, once in the term definition and then in the terms of default. She's not a real estate attorney, so she can't help with the meaning of abandonment. If it is considered abandoned, then it's an event of default where we can terminate the license, but she doesn't know if it is. In the agreement assignment section, it says you can't assign this license, meaning you can't give it to someone else to use, but there's an exception that states if Solaronics sells it or transfers ownership in their facility, and the new owner is going to use their loading dock which the driveway runs to, then they are allowed to transfer the license to the new person. If they're going to sell it to someone who's going to tear the facility down and do something else, that might be a hook for us to say the license does not transfer to that person, but we won't know that until it's actually sold. These are the two issues Ms. Olijnyk sees if we can't get them to agree to it. She asked if anyone has talked to Solaronics lately. Ms. Ford said not that she's aware of and doesn't think the attorney has reached out to them yet. Mr. Sage commented that in talking with Mr. Banda, Economic Development Director for the City of Rochester regarding potential use, if it can get through zoning it would be residential. That's the only option talked about lately, but nothing is firm. Ms. Steele wants to know if Solaronics was selling this property with this as part of the caveat of the sale, she'd like to know this from the seller. Has anyone talked to the seller? Mr. Walker said if they sell the property and convert the use so that it's not the same as Solaronics, then the assignment automatically kicks in and reverts

back to us, it's revoked, right? Ms. Olijnyk said they're not allowed to transfer the license unless the new purchaser is using the loading dock for its business operation. So yes it should stay with us, but does that mean that we would have to fight with them about it, she doesn't know where they're at with that. Upon a question if staff has a contact number for the owner, Ms. Ford indicated she hasn't talked to them, just mails the invoice to them and it's paid. She can look at her paperwork for a contact person, and could reach out to them if that's what the Commission wants. Mr. Walker said it wouldn't hurt to just inquire and let them know our intentions to reclaim our property and to return it to its natural state, and remove the fence. He suggested we reach out to them and let them know it's the Trail's wish to reclaim this property and return the area to its natural state and see how they respond. Mr. Stout suggested also letting them know about the new license agreement and that fees will be increased. Ms. Gamage is not sure we can implement a new fee schedule as their agreement states fees compounded every five years for the 25 year length of the license. Mr. Stout noted we have not implemented the fee changes for this agreement. Ms. Steele suggested saying we're working on updating all leases to get them uniform with a consistent fee schedule and not more detail. Ms. Ford was asked to make contact, get their response and pass this information to the Licensing Committee for their review along with the other licenses, for a recommendation to be presented at the April meeting.

**DISCUSSION: National Trails Day:** A memo was included in the packet outlining ideas for virtual, in-person and hybrid events for National Trails Day. Ms. Ford summarized the options. She said everyone should have received an email with the hybrid suggestion – the GooseChase Scavenger Hunt app, so they could try out the game. The virtual options include a coloring contest or a community feedback idea to get reactions from people on how the trail impacted them during COVID because of the increased usage and how the trail played a role in improving their lives during this time period. In-person options could include a docent led tour of the Inside|Out project on the trail in conjunction with the Polly Ann Trail and having a trail etiquette informational table, or a nature inspired craft near downtown Lake Orion working with a community arts organization. The one caveat with the GooseChase Scavenger Hunt is that it requires \$500 to use the app, whereas the other options would be of little or no cost to the Commission. Chairperson Steele personally likes everything you can do in person and be outside on the trail so you don't have to be on a computer. Ms. Buxar likes the GooseChase idea and had fun using the app as it's interactive and you can be outside. Ms. Olijnyk thinks we could do a hybrid event that doesn't involve the app, and likes the community feedback idea about how the trail helped during COVID from a historical perspective; something to look back on later and maybe use for grants. Having some testimonials and impact stories would be helpful. She also likes the DIA docent tour of the artwork and trail etiquette table and asked if there are docents available for a tour. Ms. Ford responded she has not reached out to them yet to see if docents are available. When she attended the DIA orientation in January, they were hopeful that that would be available during the span of time the artwork is on the trail, but a lot of their docents are older, so they weren't sure with COVID whether or not they would be open to leading a tour. It may be that as the year progresses, it could be closer to the fall when more people are vaccinated, and they would be open to a tour. In talking with Ms. Moran from the Polly Ann Trail, there is an avid cyclist who led their tour a few years ago and is willing to do that for us. Possibly we could have a ride, the DIA could provide the information to us, and the volunteer could be the one who would read it instead of someone from the DIA – that's an option. Ms. Steele said feedback and participation on the previous Polly Ann Trail tour was excellent – maybe we do a ride on both trails. Ms. Ford noted there are only three pieces of art on our trail, two on the connector and the three on the Polly Ann. If we don't do this for Trails Day, we can still do the ride at some point when the artwork is on the trail – which is through October. Mr. Sage said he'd like to see the inspiration behind the Orion Art Center event, because we could do something parallel with the Paint Creek Center for the Arts on the opposite end of the trail. Ms. Ford commented we would

just have to have the people to staff the event. Ms. Gamage likes all the ideas, and wonders if the DIA would be willing to train anyone else so we could make the tour with small groups of 10 people at a time with different docents. She also likes the community feedback idea and suggested turning that into a time capsule to be opened on Trails Day ten years or 20 years in the future just to remember what the past year has been like. The capsule could be buried on the trail or kept in the office. Chairperson Steele called for a hand vote to see where everyone's at. After the vote, the consensus is leaning toward the GooseChase. Ms. Ford was asked to check with the Orion Art Center to see what they would offer, and the DIA for an available docent for that day and bring the information back next month for a vote. Mr. Peltier said with the cost of the GooseChase, maybe getting sponsors would help alleviate the cost, and if so, he could assist with that if we have enough time. Ms. Gamage added one of the positive things with the GooseChase is that it runs itself over the course of the week so we don't need staffing or volunteers. She agrees with Ms. Steele and likes getting out on the trail without technology, but some examples in the GooseChase weren't necessarily on the trail. She did a hunt in Grand Rapids, it was all outside walking around the city and showcased two businesses who she assumed kicked in support for the event. The GooseChase does lend itself to getting sponsors and getting people outside on the trail. Mr. Peltier asked if the GooseChase could lead to the community feedback section. Ms. Ford indicated yes, one of the challenges could be how have you used the trail during COVID or what impact the trail had in improving your life. Ms. Ford explained the challenge sent to the Commissioners was so that it could be done from home, but the one for Trails Day would be completely trail focused – you would have to be on the trail. If we could get sponsors, we could direct participants to those businesses.

**MOTION** by Buxar, seconded by Gamage, *Moved*, to proceed with the GooseChase Scavenger Hunt for Trails Day at a cost of \$500, and try to obtain sponsors for prize money.

Ms. Gamage suggested increasing the cost so a prize for the top three teams. Ms. Ford indicated the budgeted amount for the event is \$500. Ms. Buxar suggested leaving the motion at \$500 and if we get more from sponsors, that could be put towards prizes.

Roll Call Vote:

Ayes: Blust, Buxar, Gamage, Sage, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**DISCUSSION: Oakland County Grant Opportunities:** Ms. Ford explained the County presented information about the millage that passed in November. Because of that, there's funding for various grants applicable to trails. The first one is funding for invasive species management through Oakland County CISMA; the application was due on the 11<sup>th</sup>. She had to indicate locations along the trail where invasive species were a problem. CISMA had gone out on the trail two years ago and inventoried that for staff, so Ms. Ford accessed their data. Three locations were identified, one each in Rochester Hills, Oakland Township and in the Village of Lake Orion that they thought were problematic with phragmites, knotweed and swallow-wart. Ms. Ford nominated all three sites for funding. Hopefully at least one site will be chosen to get treatment. The one caveat is that they will do the first year of treatment, but then we need to continue with the follow-up. She has spoken with all the affected communities, and they all agreed they would continue the treatment after the initial year. Ms. Ford will let the Commission know as soon as she hears anything. The second grant program is for two different projects – 30% of funding is for pre-development projects requiring no match, and 70% is for development projects which requires a match, but are being designed where they would match MNRTF funds or local municipal funds. At this time, no RFP has been put out; it is anticipated that would be in the fall with a winter due date and the award would be in spring. Ms. Ford thinks we should apply for this grant once it's available – we could have a discussion at a future meeting once more information is available. The Commission thanked Ms. Ford for applying for the grants. Ms.

Gamage commented there are a lot of phragmites on the southeast Rochester parcel by the river, but the problem is that they extend way onto the adjacent property. If we started taking care of the invasive species there, the adjacent property would also have to take care of it, otherwise it's a futile effort. She just mentioned this to keep it in mind moving forward. Ms. Ford indicated she did speak to CISMA about that, and they went out to the parcel to look at it. They felt it was more woody vegetation in our section as opposed to phragmites, but were very concerned about the adjacent land and had planned to contact the property owner about this grant opportunity.

**DISCUSSION: Nowak & Fraus Request for Trail Access:** Ms. Ford displayed the area in question and explained she was contacted last week about the engineers who are working with the DNR for the bridge that will eventually connect Bald Mountain to the Paint Creek Trail. They are getting started on this project and their engineers are requesting access to the trail in order to do some surveying and soil boring. They are looking to do that March 24-26 – they would only need one day for a couple hours, but because of the weather they want to be flexible with their dates where they can pick a day with good weather. They would be bringing in a drilling rig with an ATV that would travel down the trail from Royal Oak Archers to the point shown on the map, set up and drill one or two borings on the side slope of the bank. It would be one or two hours that the machine might block the trail, but users would be able to get by. Other than their surveying equipment, no other equipment is necessary. They did fill out the limited use permit regarding this work. Ms. Steele commented she is elated that we are finally working towards connecting Bald Mountain North to Bald Mountain South by having the bridge go over the river at Paint Creek. This was a project that Orion Township bought a house, split and traded property with the DNR to have access eight years ago. She's happy to give them access.

**MOTION** by Stout, seconded by Buxar, *Moved*, to allow trail access to Nowak & Fraus.

Ms. Gamage just wants to make sure with the trail surface the way it is now, that they will repair any damage to the trail with the ATV. Ms. Ford will request any damage done by the ATV will be repaired. Mr. Stout commented that most equipment now is a rubber based track, and Nowak is a reputable firm. He suggested Ms. Ford make the request, but can't believe they would leave the trail in anything but the shape they found it in. Ms. Steele said working with the DEQ, they're going to make sure they do a good job, as their livelihood probably depends on that. Ms. Ford will make them aware of what's going on with the trail at this time of the year and they need to be aware of the conditions the day of the work. Ms. Gamage agreed, especially with the signs out on the trail about ruts, we need to cover our bases and make them aware. Ms. Buxar asked if it was closer for them to access from where the Paint Creek Junction park is going in. Ms. Ford indicated there was no path from that direction for a vehicle.

**Roll Call Vote:**

Ayes: Blust, Buxar, Gamage, Sage, Shepard, Steele, Stout, Walker

Nays: None

**MOTION CARRIED.**

**MANAGER'S REPORT:** In addition to the written report, Ms. Ford said we have found a donor for the bike rack at the Pollinator Garden, so Mr. Carrio is proceeding with getting that ordered. She has also spoken to the person donating the Free Little Library and that is ready to go. They would like to do a small ceremony when that is installed in memory of their family member who passed. We have received very positive feedback regarding the signage about etiquette on the trail at this time of the year. She displayed the signs posted about not using the trail when leaving tracks or footprints. Ms. Steele added the goal is to have a public meeting next month in Rochester and the Orion Green Up is still on for April 24<sup>th</sup>.

**COMMISSIONER REPORTS:** Mr. Stout indicated the Safe Routes to School Program has started up, which is one of the largest grants in Michigan. Ms. Olijnyk thanked staff for posting

the signs reminding users about ruts on the trail during the spring. Mr. Peltier said he's happy to be a member. Ms. Gamage commented her Adopt A Trail Group is doing their section cleanup this weekend. Mr. Shepard mentioned he works for the Rochester Hills' Sign Shop so if anyone has questions, they can contact him. He also has some experience with invasive species removal. Happy St. Patty's Day, Happy Spring and Happy Easter to all.

**ADJOURNMENT OF REGULAR MEETING:**

**MOTION** by Gamage, seconded by Buxar, *Moved*, to adjourn the Regular Meeting at 8:37 p.m.

Ayes: All

Nays: None

**MOTION CARRIED.**

**NEXT REGULAR MEETING: April 20, 2021 at 7:00 p.m. – Rochester Municipal Offices**

Respectfully submitted,

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MELISSA FORD, Trail Manager

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DAVID BECKER, Secretary