Paint Creek Trailways Commission Meeting

Tuesday, May 18th, 2021 at 7:00 PM
Paint Creek Cider Mill, 4480 Orion Road, Rochester, MI  48306

via Teleconferencing – GoToMeeting
https://global.gotomeeting.com/join/446396709

Access Code: 446-396-709
Or by phone: +1 (872) 240-3212

MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment
5. Consent Agenda:
   a. Minutes: Regular Meeting, April 20, 2021
   b. Treasurer’s Report – April 2021
6. Approval of Invoice
7. Approval: Temporary Permit, Maureen Smith – Leader Dogs for the Blind, Bark & Brew 5k – June 5, 2021
8. Discussion/Approval: Revised License Agreement and Fees
9. Discussion/Approval: Paint Creek Trail Signage Project - Wayfinding Signage Locations
10. Discussion/Approval: Recognition Committee Recommendations
11. Discussion: Trail Surface Grading
12. Approval: 2020 Audit
13. Manager's Report

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.
14. **Commissioner Reports**

15. **Adjournment of Regular Meeting**

**Next Regular Meeting:**
June 15, 2021 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306

Enclosures:  
- Agenda Summary
- April 20, 2021 Regular Meeting Draft Minutes
- April 2021 Treasurer’s Report
- Temporary Permit Application: Leader Dogs for the Blind, Bark & Brew 5k – June 5, 2021
- Memo: Revised License Agreement and Fees
- Revised License Agreement
- Letter from Solaronics attorney
- Solaronics license agreement
- Memo & Map: Paint Creek Trail Signage Project – Wayfinding Signage Locations
- Recognition Committee Report
- Memo: Trail Surface Grading
- Memo: 2020 Audit Report
- May Manager’s Report
- Community Foundation of Greater Rochester April Fund Statement

**Mission**

*The Paint Creek Trailways Commission provides trail users a natural, scenic, and educational recreation experience while preserving the natural integrity of the Paint Creek Trail for the enjoyment of present and future generations.*
Agenda Summary
May 18, 2021

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment**
5. **Consent Agenda:**
   a. Minutes: Regular Meeting, April 20, 2021
   b. Treasurers Report – April 2021
6. **Approval of Invoices**
7. **Approval:** Temporary Permit, Maureen Smith – Leader Dogs for the Blind, Bark & Brew 5k – June 5, 2021
   **Summary:** Leader Dogs for the Blind are seeking approval for a 5k on June 5, 2021. Application and proof of insurance are included in packet.
   **Desired Action:** Approval
   **Budget Impact:** None
8. **Discussion/Approval:** Revised License Agreement and Fees
   **Summary:** The Licensing Committee has provided recommendations for fees for each of the license agreements. Additionally, an update on the Solaronics license is also included in the memo.
   **Desired Action:** Approval
   **Budget Impact:** TBD
9. **Discussion/Approval:** Paint Creek Trail Signage Project – Wayfinding Signage Locations
   **Summary:** A map and sign renderings are included in your packet showing proposed design and locations for wayfinding signage on the Trail. The memo will be sent separately prior to the meeting.
   **Action:** Approval
   **Budget Impact:** None
10. **Discussion/Approval:** Recognition Committee
    **Summary:** The Recognition Committee has provided recommendations on how former Commissioners should be recognized by the Commission.
    **Desired Action:** Approval
    **Budget Impact:** Low
11. **Discussion:** Trail surface grading
    **Summary:** Trail staff has obtained two quotes from contractors for trail surface grading. The contractors provided quotes for both the cost of grading the entire 8.9-mile trail and a cost per mile.
    **Desired Action:** Discussion
    **Budget Impact:** None
12. **Approval:** 2020 Financial Audit
    **Summary:** Ramie E. Phillips, CPA, has completed our 2020 Audit. Commissioners can access it on our Agendas page on the website. See memo in your packet for more information.
    **Desired Action:** Approval to accept, file, and transmit to the State Treasury’s Local Government Audit Division
Budget Impact: None

14. Commissioner Reports
15. Adjournment of Regular Meeting

Next Regular Meeting:
June 15, 2021 – Rochester Municipal Offices, 400 Sixth Street, Rochester, MI 48306
REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION
Paint Creek Cider Mill, 4480 Orion Road, Rochester, MI 48306
and Via Teleconferencing – GoToMeeting
Access code: 549071709, or by phone 1-872-240-3311

CALL TO ORDER: The Tuesday, April 20, 2021 Regular Meeting was called to order by Chairperson Steele at 7:05 p.m.

Voting Members Present: Robin Buxar, Linda Gamage, Steve Sage, Donni Steele, David Walker
Voting Alternates Present: Julia Dalrymple, Dave Mabry, Chris Shepard
Non-Voting Alternates Present: David Becker, Theresa Mungioli
Village of Lake Orion Non-Voting Member Present: Jason Peltier
Voting Members Absent: Brian Blust, Ken Elwert, Jeff Stout
Alternates Absent: Martha Olijnyk, 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

PLEDGE OF ALLEGIANCE: All rose and recited the Pledge.

COMMISSIONER LOCATIONS: Per the virtual meeting requirement, everyone attending virtually stated their name and where they are calling in from – Bonnie Abiko, Rochester Hills; Chris Gray, Atlanta, Georgia; Robin Buxar, Oakland Township; Steve Sage, Rochester; Linda Gamage, Rochester; Eli Stanesa, ??; Dave Mabry, Bel Aire, MI; Anthony Moggio, Rochester; Joe Bruce, Rochester Hills; Theresa Mungioli, Rochester Hills; Jason Peltier, Orion. Those attending in person stated their name – Julia Dalrymple, Dave Becker, Donni Steele, David Walker, Chris Shepard, Sandi DiSipio, Melissa Ford.

APPROVAL OF AGENDA:
MOTION by Walker, seconded by Buxar, Moved, to approve the April 20, 2021 agenda as presented.
Roll Call Vote:
Ayes: Buxar, Dalrymple, Gamage, Mabry, Sage, Shepard, Steele, Walker
Nays: None

MOTION CARRIED.

PUBLIC COMMENT: Ms. Ford read an email received from Ms. Bonnie Abiko, 1327 Wagon Wheel Lake, Rochester, who is attending virtually, relative to her accident with bikers on the trail and advocating for right of way signage on the actual trail between the signs posted at the crossroads. Ms. Ford indicated she has had communications with Ms. Abiko at the office as well as the email. Right of way markers are in the kiosks and staff will be on the trail during pop-up events to provide information to users about etiquette and right of way. She will working with Ascension Hospital about bike helmets for kids. We will also continue with educational material
on social media and the website. The two new trail maps also include the right of way markers on them. Ms. Gamage thanked Ms. Abiko for her email and suggested the Commission consider sending a letter sharing this story with local community bike shops to make them aware of what happened and to post it or make their biker teams aware of it. Ms. Buxar concurred. Ms. Abiko added she sent another story about speeding bikes, but Ms. Ford did not receive it. Ms. Abiko summarized that her friend was riding the trail and witnessed an older gentleman walking on the trail who proceeding to turn left onto another trail, and she nearly collided with him and fell off her bike. Ms. Abiko indicated to her friend the walker had the right of way – but bikers need to accommodate, adapt and slow down their speeding to pedestrian traffic. Ms. Ford then read an email from Judith Holman, 28 Williamsburg Rd., Evanston, IL, sister of Ms. Abiko, about the accident Ms. Abiko experienced and suggesting cyclists have a separate path to travel on. Another email was received from Luda Tcherniak, which Ms. Ford read, referring to maintenance needed from Dequindre to Lake Orion, and suggested a company be hired for annual upkeep and maintenance. Mr. Mabry commented that although these sound pretty serious, he believes they are relatively isolated in his experience – he’s been using the trail as a runner for many years and has not experienced anything like this; the bikers have been very courteous and he’s never had a problem like this.

**CONSENT AGENDA:**

a. Minutes – March 16, 2021 Regular Meeting, approve and file

b. Treasurers Report – March 2021

**MOTION** by Walker, seconded by Buxar, *Moved*, to approve the Consent Agenda as presented. **ROLL CALL VOTE:**

Ayes: Buxar, Dalrymple, Gamage, Mabry, Sage, Shepard, Steele, Walker

Nays: None

**MOTION CARRIED.**

**APPROVAL OF INVOICES:** Ms. Ford presented the list of invoices totaling $12,572.25. In addition to the recorder’s fee, this amount includes credit card charges for the bike rack at Moutrie Garden; dog waste bags and GoToMeeting charges for the April meeting; charge for GooseChase Adventure for National Trails Day, 1st Quarter Wages/FICA for the Manager and Assistant Manager, and staff’s shared copier costs. Estimated unrestricted fund balance is $60,000.

**MOTION** by Gamage, seconded by Sage, *Moved*, that the invoices presented for payment are approved as presented in the amount of $12,572.25 and orders be drawn for payment. **ROLL CALL VOTE:**

Ayes: Buxar, Dalrymple, Gamage, Mabry, Sage, Shepard, Steele, Walker

Nays: None

**MOTION CARRIED.**

**DISCUSSION/APPROVAL: Trout Unlimited Construction of Angler Access and Installation of Native Plantings**

Mr. Eli Stanesa with Vanguard Chapter of Trout Unlimited introduced himself, and indicated they propose some work near the creek behind Dinosaur Hill. The project involves building an access at Bridge 31.7, and submitted a proposal along with the Limited Use Permit form. There is a trail that’s part of the Dinosaur Hill system which connects to our trail at the bridge. There is an existing stairway from the trail down to the Dinosaur Hill trailway with access to the creek. This area is a source of erosion, and is used by people from the trail to access the creek. A stairway is proposed from the bottom of the existing stairs to the normal high water mark of the creek; not in the creek itself. Native plantings are also planned on both sides of the stairs, to cut down the erosion. A photo of the area was included in the packet, as well as the similar stair access previously built at the Gallagher Road bridge. The stairs would be built out of 6’ x 6”s staked into the ground, start at the base of the existing stairs, and go down to the creek with native plantings on the sides. He would have to hire someone to select the
plantings as they don’t have that expertise. Mr. Stanesa added he would need access on the trail to drop the material off the day before construction. The project would probably take two days, one day for building the access and one day for the plantings. Mr. Joe Bruce from the Conservation Committee at the Vanguard Chapter is also present virtually. Mr. Becker said this is an excellent idea, will help the creek and the trail, thanked the applicant, and suggested the applicant notify Dinosaur Hill of the project. Mr. Stanesa indicated he already has approval from Dinosaur Hill. Mr. Sage asked if the grade of the stairs will require a railing or is it similar to the Gallagher access. Mr. Stanesa explained the proposed stairs are at a lower slope than the one at Gallagher Road, it’s actually less than the stairway that comes down from the trailway itself. If the Commission insists on the railing, he is willing to install it, but it’s his opinion that a railing is not needed. Ms. Gamage thanked the applicant for the project as it will improve an area that needs it, and commented we have access to some Master Gardeners who may be able to help with the plantings as the Friends Group is currently working with a Master Gardener; contact Ms. Ford for the contact information. Mr. Walker appreciates all the work Trout Unlimited has done on the trail, and asked what the plans are for the existing bridge – replacement in the near/distant future, and would the replacement would impact this proposed project. Ms. Ford stated she submitted an application to Elisa Slotkin’s office for the engineering of that bridge as part of the appropriations package, but it’s a ways away from getting it constructed. Without knowing the design of the bridge, she can’t say whether or not this project would be impacted. Mr. Walker just wants the applicant to know if we decide to replace the bridge, there is a possibility that all work he’s done will be undone. He then commented if you have steps over two rises or three runs, building code would probably require a railing and asked the applicant to check this out. Chairperson Steele just wants to make sure the applicant knows that if we get funding for the bridge, it might impact this project down the road. Mr. Stanesa doesn’t know how this will affect the project, and Ms. Steele explained what happened when we replaced Bridge 33.7. Ms. Gamage commented replacement of the bridge could take up to ten years, and hopes if the stairs are impacted by this, we would ensure that the stairs would be replaced as well. Ms. Buxar likes the stairs and asked if there was any requirement from EGLE because you’re building into the creek. Mr. Stanesa said no because it will be built above the high water mark of the river and not in the water. 

MOTION by Gamage, seconded by Walker, Moved, to approve the project as presented, with coordination with Ms. Ford as to when access to the trail is required, and insuring access to trail users is not cut off.

Discussion: Mr. Mabry asked what the requirement is for the railing – is it the steepness of the steps or do we have discretion. Mr. Bruce said there is no fall off from the steps, all it does is define the pathway and prohibits the erosion through the existing trail. No landings or height will be created, you can’t fall from the steps. Mr. Mabry would like to add to the motion that no railing be installed unless required. The Commission’s mission statement is to provide a natural environment; the less railing there is, the more natural it is. Ms. Gamage doesn’t think the addition to the motion is necessary as she approved the plan as presented, which does not have a railing. Mr. Walker suggested the applicant check with the City of Rochester about the liability of not providing a railing. Mr. Stanesa will check with Rochester’s Building Department on the rail issue prior the project gets started. The Commission thanked the applicant for the proposed project and appreciates his contribution to the trail. Mr. Stanesa thanked the Commission for their time and approval.

Roll Call Vote on the Motion:
Ayes: Buxar, Dalrymple, Gamage, Mabry, Sage, Shepard, Steele, Walker
Nays: None

MOTION CARRIED.
DISCUSSION: City of Rochester All Abilities Park: Mr. Anthony Moggio summarized the project and displayed photos of proposed location and amenities. He explained they have been looking at replacing the outdated tot lot playground near the Community House, applied for a grant through the DNR’s trust fund, but did not receive it the prior year due to an ADA access requirement. They looked at some different areas, one being an area near the Halbach Field, behind Dillman & Upton and near the trail. Options for potential parking and access areas were drawn up. He explained where the ADA access parking is planned on the photo. There is a path to the trail from the parking area. The plan to have a playground in that area was not accepted. The end result was for the playground to be inside the circular sidewalk at the Memorial Grove Park, and the old playground will be phased out. He just wants to present this project to the Commission as it’s right along the trail - adding some parking and ADA accessibility near the trail. Mr. Becker asked if the project is on trail property right of way. Mr. Moggio stated it is not on trail property, it’s just outside the right of way line. Mr. Walker asked if access to the trail is being proposed, will it require a license agreement. Ms. Steele responded yes, and an application needs to be filled out and have the Licensing Committee approve. Ms. Ford said the question is if they are building an additional path connecting to the trail. Mr. Moggio replied no, it will use the existing connecting paths, which includes the sidewalk that connects to the extended parking lot off of Halbach Field – no new proposed access points are proposed. The Commission thanked Mr. Moggio for his presentation. Mr. Moggio thanked the members for their comments and will make sure it will look very nice from the trail. No action is needed other than to receive and file the information.

UPDATE: Solaronics: Per the Commission’s direction, Mr. Ford spoke with Solaronics about the property for sale. The property is currently under contract, but they didn’t have any information about who the potential buyer was. They provided contact information for the realtor handling the sale. He confirmed that there’s a buyer in place. At this time they haven’t decided on how they would use the property; it’s dependent on whether they have to get site plan approval from Rochester. It sounds like the majority of the property would be used for a self-storage facility and he’s is speaking with a possible tenant for the property closest to the trail to be used for a dog daycare. Solaronics also told Ms. Ford they do have another person interested in the property if this sale falls through. Mr. Walker asked if there’s a time limit involved. Ms. Ford indicated no, it’s up in the air at this point; they didn’t say when they anticipated things moving forward. Mr. Walker commented the buyer has a due diligence period and will vet the property, and then a closing and payment. Ms. Ford was not told the closing date. Mr. Becker asked about the easement in place, and recalls if a new tenant comes in, that reverts back to us. If it does revert back to us, we need to go through that process properly to reclaim that license. Ms. Ford believes if a different use is proposed – so if it stays industrial then the license agreement transfers. If it changes to a different use, then it would kick in. Mr. Becker feels that a different use means it’s no longer being used for trucks to come and unload goods, which is why we originally granted the license. So if they decide they want to use it as a parking lot, he doesn’t think that’s an agreement of the easement – we need clarity on this as it doesn’t say if the zoning changes, it says a different use. Loading a truck is a different usage from parking, we have no idea what they intend to do with the easement property. Ms. Gamage said we asked Ms. Ford to look into this is because the Licensing Committee had concern with Solaronics. We were talking with our attorney about licensing and with Solaronics being for sale and not in use for so long, we asked the attorney to look into that agreement. Ms. Gamage was under the same impression as Mr. Becker, that if the building was sold, the licensing agreement would be null. Unfortunately, that’s not how the contract was drawn up or signed. It might be a good time to approach that with Solaronics; that we would like to negate the license agreement at this time because it has not been in use for the purpose that we granted. She thinks our attorney weighed in and felt we could enact that at this point in time. Ms. Steele appreciates all the work the Licensing Committee has
done so far, but they were not ready to present their findings tonight. She would like to see the Committee come up with a final recommendation, and suggested on the Solaronics issue, it’s in our best interests to give it to the attorney to address the owner of the property. It would be best coming from the attorney to negate that contract moving forward versus us. Mr. Walker commented there are three of the four members of the License Committee present, and feels there is a time sensitivity with the Solaronics issue. It’s more than just the encroachment, there’s a physical fence on our property. He fears if they sold it under the premise that this is extra land for semis to turn around, that’s an asset to them. If they are not going to use it for such, now would be the time to approach them and say void the agreement and remove the fence. Because once they sell it, he doesn’t know how we can hold someone liable to remove the fence and return the area to its native state. If the Committee members present agree, we could make a motion to have the attorney send a letter to Solaronics about voiding the agreement and see what response we get. Ms. Buxar and Ms. Gamage concurred.

**MOTION** by Walker, seconded by Buxar, *Moved*, to direct the Trail Manager to have the attorney send a letter to Solaronics to revoke the current license agreement and remove the existing fence.

**Discussion:** Ms. Gamage is concerned we may also see access points or requests for access points if we have different types of usages with the property instead of using the actual access at Ludlow. She suggested including return the area to its natural state in the motion. Mr. Walker agreed to add this to his motion.

**Amended Motion:**

**MOTION** by Walker, seconded by Buxar, *Moved*, to direct the Trail Manager to have the attorney send a letter to Solaronics to revoke the current license agreement, remove the existing fence and return the area to its natural state.

**Roll Call Vote on the Motion:**

Ayes: Buxar, Dalrymple, Gamage, Mabry, Sage, Shepard, Steele, Walker
Nays: None

**MOTION CARRIED.**

**UPDATE: Friends of the Paint Creek Trail:** Mr. Louis Carrio, Present of the Friends of the Paint Creek Trail, gave his update. As an alternative to the Annual May Charity Bike Ride where there are 150+ participants, an independent ride with your own mini-group any time in May is proposed engaged with merchants at both ends of the trail. People will pay $30, ride whenever they want in May and pick up a Goodie Bag at the Cider Mill which includes merchant benefits. It is being administered by Motor City Bike and Brew Tours. To date 21 people have signed up, but can sign up into May. Regarding the Moutrie Pollinator Garden, Phase 1 of spring clean up has been completed by Jean McBride and Friends Group helpers. Ms. McBride is coordinating volunteers this year as there are limitations with MSU’s Master Gardener volunteers. The bike rake and little library was installed today, looks great and a photo was displayed. The surface in front of the library and bike rack has been leveled. Soil and crushed stone was installed. There were previous discussions about putting a brick pad down using the bricks from Rochester. The 250 bricks required for the pad would take a lot of work to remove the attached mortar, so the suggestion is to live with the crushed stone and see how it fares – he believes it will be just fine. Ms. Ford will let Darrin at Rochester Hills know this decision. Additional plants will be located from the south bench to the trail, and replacement plants as needed will be installed including annuals for color. The Friends Group will fund the work necessary this year as it’s part of the original project, but ongoing expenses need to be considered by the Commission. Mr. Walker asked for an idea of the cost, to which Mr. Carrio responded he doesn’t think this year will be a good benchmark, but the Friends authorized up to $800 for the plants and other work. The plants will be the bulk of the cost and will be perennials. Beyond this year, there will be a better idea of
what the costs will be. More boulders will be placed to discourage people from walking through
the garden. A ribbon cutting event, orchestrated by the Rochester Regional Chamber is planned
at the garden for June 24th at 4:00 p.m. The Commission is in agreement with this event. The
Moutrie Pollinator Garden Brochure and Friends Information Card have been produced and are
available. The Friends also purchased a small ad for the 2021 edition of the Trails Magazine.
The Commission thanked Mr. Carrio for all the work and for his update.

MANAGER’S REPORT: In addition to the written report, Ms. Ford said she’s secured one
sponsor for Trails Day for $250 – Cookies & Cream in Lake Orion, who has also offered us use
of their property for our tent and table that day. They are offering a promo for people who check
in at our table and come into their business. She’s hoping to put together a gift basket for the
winner, and asked if anyone has leads on businesses that would be willing to donate an item to
please let her know. Any information on potential sponsors would also be appreciated. The four
locations Ms. Ford submitted for the CISMA grant on invasive species management have been
accepted and will happen this summer; she will keep us updated on when. Ms. Gamage alerted
Ms. Ford about grant opportunities through Ms. Slotkin’s office to submit projects for the
appropriations committee – Ms. Slotkin will be choosing ten projects from her district to submit.
Ms. Ford submitted applications for two projects – one for the engineering of the Dinosaur Hill
Bridge and the other for the development of the southeast Rochester property observation deck
and kayak landing. No date was given on when the projects will be chosen, but updates will be
given. The Tienken Road kiosk will be installed May 1st by the Eagle Scout, and then the one at
Atwater.

COMMISSIONER REPORTS: Ms. Buxar thanked Mr. Walker, Ms. Gamage and the
Licensing Committee for their work. Ms. Gamage reported her neighborhood completed their
Adopt-A-Trail clean up a few weeks ago and noted two areas of trash, one near by Lipuma’s
where trash accumulates in the river and the other at the Dillman & Upton property. Trees were
supposed to be replanted at the edge of Dillman & Upton’s property and asked if this will be
done. Mr. Sage said the trees will be replanted this spring. Ms. Mungioli noted there are a lot of
comments on social media asking if we have plans to smooth the trail surface or put more signs
out about not to ride bikes on the soft surface. Ms. Ford is planning to reach out to the
communities to ask them to do the grading; one issue is that temperatures need to be above
freezing for this work to be successful. Usually this happens around the beginning of May, so
hopefully some of this work will be done before the next meeting. Ms. Ford will share any
information about upcoming maintenance work on social media. Ms. Dalrymple loves the trail
and is excited to be part of the Commission. Ms. Steele commented she talked with Ms. Ford
about getting a cost from a uniform contractor to do the grading of the entire trail. Orion’s clean
up day is Saturday at Camp Agawam from 9-12.

ADJOURNMENT OF REGULAR MEETING:
MOTION by Walker, seconded by Gamage, Moved, to adjourn the Regular Meeting at 8:42 p.m.
Ayes: All Nays: None MOTION CARRIED.

NEXT REGULAR MEETING: May 18, 2021 at 7:00 p.m. – Rochester Municipal Offices

Respectfully submitted,

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

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<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>1-Apr-21</td>
<td>Checking Balance</td>
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<td>Outstanding Checks (3496,3499)</td>
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<td></td>
<td><strong>Total Balance</strong></td>
<td><strong>$185,105.05</strong></td>
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**Revenues:**
- Interest Income - April 2021 Interest Income: $7.47
- **Total Revenues**: $7.47
- **Total** $185,112.52

**Expenditures:**
- 3500 - Chase Card Services - Credit Card Purchases: $609.73
- 3501 - Sandi DiSipio - March 2021 Recorders Fee: $235.00
- 3502 - GooseChase Adventures - National Trails Day 2021: $500.00
- 3503 - Oakland Twp. Parks - 2021 1st Qtr. Wages/FICA, 2021 1st Qtr. Shared Copier costs: $11,227.52
- **Total Expenditures**: $12,572.25
- **Total** $172,540.27

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<th>Date</th>
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<td>30-Apr-21</td>
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<td>Outstanding Checks (3496,3499,3501,3502)</td>
<td>$1,205.00</td>
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<tr>
<td></td>
<td><strong>Total Balance</strong></td>
<td><strong>$172,540.27</strong></td>
</tr>
</tbody>
</table>

Signed By:  
Trailways Commission Treasurer  
Trail Manager

Date:  

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11
Paint Creek Trailways Commission  
Application for Temporary Use Permit

Name of Applicant/Organization: Leader Dogs for the Blind  
Address: 1039 S. Rochester Road  
City/State/Zip: Rochester Hills, MI 48307  
Phone: (248) 651-9011 Fax: (248) 651-5812  

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

Contact Person Name: Maureen Smith - Special Events Manager  
Address: 1039 S. Rochester Road  
City / State / Zip Code: Rochester Hills, MI 48307  
Phone: (248) 659-5046 or 248-797-0136 Fax: (248) 651-5812

Email Address: msmith@leaderdog.org

1. Name of Event or Project: Bark & Brew 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: Leader Dogs for the Blind Bark & Brew 5K run & walk to raise funds for people who are blind or visually impaired. The race will be limited to 100 people per wave to encourage social distancing. Participants will be required to wear a mask during their 5K run or walk. Four waves will be offered (8:30, 9, 9:30, 10). The race is being managed by EnMotive Michigan.

4. Date of Event: Saturday, June 5, 2021

5. Rain Date (if any): N/A  
Start Time: 8:30 AM End Time: 11:00 AM

6. Onsite Contact, Day of the Event: Maureen Smith, (248) 797-0136

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. The race will start and end in Rochester Municipal Park.

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

8. How many participants are expected? 400 maximum

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: _________________________________

Print or Type Name: Maureen L. Smith Date: 05/13/2021

*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: 13May2021 Amount Received: ______________
Date Insurance Received: 13May2021 ______________
Commission Approval Date: __________________ or Administrative Approval Date: ______________

Website: Social Media: ____________________________

Maureen L. Smith

05/13/2021
**CERTIFICATE OF LIABILITY INSURANCE**

**LEADDOG-01**

**DATE (MM/DD/YYYY):** 5/13/2021

**THE HUTTENLOCHER GROUP**

1007 W. Huron Street

Waterford, MI 48328

**CONTACT NAME:** Doreen Sulich  
**PHONE (A/C, No, Ext):** (248) 681-2100  
**FAX (A/C, No):**  
**E-MAIL ADDRESS:** doorens@hgway.com

**INSURER AFFORDING COVERAGE**  
**NAIC #:**

- **INSURER A:** Massachusetts Bay Insurance Company  
  **NAIC #:** 22306

- **INSURER B:** Citizens Insurance Company of America  
  **NAIC #:** 31534

- **INSURER C:** Accident Fund Insurance Company of America  
  **NAIC #:** 10166

**INSURED**

Leader Dogs for the Blind  
1039 S. Rochester Road  
Rochester, MI 48307

**COVERAGES CERTIFICATE NUMBER:**

**CERTIFICATE HOLDER CANCELLATION**

**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, TERM OR 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>Each Claim</td>
<td>9/23/2021</td>
<td>9/23/2021</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

The Paint Creek Trailways Commission is officers, employees and agents are named as additional insured with respect to General Liability arising out of Bark & Brew 5K to be held on June 5th, 2021 as required by written contract.

**CERTIFICATE HOLDER**

Paint Creek Trailways Commission  
Attn: Trail Manager  
4393 Collins Road  
Rochester, MI 48306

**AUTHORIZED REPRESENTATIVE**

[Signature]

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

ACORD 25 (2016/03)  
© 1988-2015 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD.
MEMO

To: Commissioners, Alternates, & Staff
From: Licensing Committee (Linda Gamage, Robin Buxar, Jeff Stout & David Walker) and Melissa Ford, Trail Manager
Subject: Revised License Agreement and Fees
Date: May 12, 2021

Ms. Hamameh 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. At its March meeting, the Commission decided to table discussion on this issue until the Licensing Committee had time to discuss license fees in further detail.

Additionally, Commissioner Olijnyk had several suggestions for changes to the agreement which are in red in the document that follows. Please disregard the green notes.

In regards to license fees, it is the Licensing Committee’s opinion that each license agreement will need to be addressed, updated, and negotiated unto themselves without the ability to standardize the fees. There will be similarities but one boilerplate agreement probably will not work.

Therefore, the Licensing Committee suggests the following with respect to each of these agreements:

1. Dillman and Upton: Increase the amount to $6,000/year for the next 5 years.

2. DTE: Should have been increased by the agreed upon 30% increase every 5 years to a current amount of $5,141.50 for the next 5 years.

3. Mich Con: Increase the fees for MichCon by 2% per year for the next 5 years from the current fees of $690 and $488.75.

4. Consumer and Michigan Gas Storage: Increase the fees for Consumer and Michigan Gas Storage by 2% per year for the next 5 years from the current fees of $103.80, $690.00, and $143.75.

5. Sunpipe: Since the Commission does not have a copy of the license, the Licensing Committee recommends the Commission create one and have it executed based on the current rate $127.00 adjusted for CPI at 2%/year over the next 5 years.
6. JHP Pharmaceutical: The fees would be the same at $69.00 adjusted by CPI at 2%/year over the next 5 years.

7. ITC: It appears as if ITC has not been charged the agreed upon increases over the past 10 years. They have been paying $325 x 2 at $650. If the increase had been implemented that would put them at a current rate of $1,098.50 ($549.25 x 2) according to the Committee’s calculations. Therefore, a fee of $1,098.50 should be charged for the next 5 years.

8. Solaronics: In light of this location being sold the Licensing Committee recommends the Commission attempt to terminate the agreement and have the land returned to its natural state and have the fence removed. Trailways attorney Lisa Hamameh sent a certified letter to Solaronics on 5/12/2021.

Ms. Hamameh received a response from Solaronics (letter follows this memo) on 5/12/2021. Ms. Hamameh then spoke with the Solaronics attorney who indicated that contrary to what Trail manager Ford was previously told, there is no purchaser at this time for the property. Solaronics does plan to transfer the license if a buyer intends to use the property as indicated in the license agreement, i.e. as a driveway for trucks to turn around and unload/load. Solaronics strongly disagrees with the Commission’s assertion that the property is abandoned as they are still using the property for the purpose stated in the license agreement, although they are using it less frequently than in the past as they are not manufacturing on a day to day basis. At this time, Ms. Hamameh recommends that the Commission does not go any further with its request.
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. If motorized activity is expected to impact the Trailway prior notice must be provided to the Commission.

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 at Licensee’s sole expense.

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

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 therefore and for which Licensee must pay.

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 and prior to the access.
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. **No license fees will be returned to Licensee if the License is terminated.**
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]

Should there be a venue provision requiring any lawsuits in the appropriate court in Oakland County, Michigan
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
May 12, 2021

VIA EMAIL AND FED EX OVERNIGHT
Lisa J. Hamameh
Rosati Schutz Joppich & Amtsbuechler, PC
27555 Executive Drive
Suite 250
Farmington Hills, MI 48331
lhamameh@rsjalaw.com

VIA FED EX OVERNIGHT
Paint Creek Trailways Commission
4393 Collins Road
Rochester, MI 48306

RE: Paint Creek Trailways Commission Letter to Solaronics, Inc., Dated May 3, 2021

Dear Ms. Hamameh:

Please be advised that my firm has been retained to represent Solaronics, Inc. (“Solaronics”) in connection with the above-referenced letter (the “Letter”) sent by your offices. Please direct all further communications regarding the matters discussed therein to my attention.

I have reviewed your Letter and the Paint Creek Trailways Commission License Agreement – Solaronics, Inc., dated September 27, 2010 (the “License Agreement”) with my client. The Letter purports to terminate the License Agreement because Solaronics allegedly “abandoned or removed and no longer uses the Licensed Premises” and has abandoned the manufacturing facility at 704 Woodward Ave Rochester, MI 48307 (the “Facility”). Your client’s factual predicate to terminate the License Agreement is false.

Solaronics presently uses the Facility to store equipment and inventory. Solaronics is current on all payment obligations in connection with the License Agreement. Solaronics is current on all property tax obligations. Solaronics has maintained the upkeep of the Licensed Premises by, among other things, keeping all utilities active and providing landscaping services on both the Licensed Premises and its manufacturing facility. Continued access to the Licensed Premises is necessary for Solaronics’s trucks to trucks to make the turnaround in the parking lot. The Licensed Premises is critical to Solaronics’s business and requiring Solaronics to vacate the Licensed Premises would cause irreparable harm to our client.
Under these facts, there is no abandonment under Michigan law. See In re Stewart, 499 B.R. 557, 565 (Bankr. E.D. Mich. 2013) (“Under Michigan law, in order to establish that a leased premise was abandoned [t]wo requirements must be met.... First, it must be shown that there is an intent to relinquish the property and, second, there must be external acts that put that intention into effect. Nonuse alone is insufficient to prove abandonment.”).

Accordingly, we disagree that the license term has expired in accordance with Paragraph 2.1 of the License Agreement. We further disagree that Solaronics is in default of the License Agreement under Paragraph 9.1.e. Even if a default occurred as you allege, which Solaronics denies, your client cannot unilaterally terminate the License Agreement without affording Solaronics a right to cure under Section 9.2. Therefore, your client’s demand that Solaronics vacate the Licensed Premises within 90 days is premature and inconsistent with the notice and cure provisions of the License Agreement.

Please confirm in writing that the assertions in the Letter are withdrawn and that your client no longer demands that Solaronics vacate the Licensed Premises. If your client still believes Solaronics is in default of the License Agreement, please contact me directly as soon as possible, so that Solaronics can obtain a more specific explanation of your client’s claim of default, allowing Solaronics to cure if necessary, or take such further action required to protect its legal and contractual interests.

Very truly yours,

Eddie D. Woodworth

EDW/nmb

cc: Richard Rush, III (via email)
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:”
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 [Signature] Its: Chairman

STATE OF MICHIGAN )

) SS.

COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 27 day of September, 2010 by [Signature], 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

[Signature]

OAKLAND County, Michigan

Acting in OAKLAND County, MI

My commission expires: 9/28/2010
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.

J. Robert O'Leary III, Notary Public
State of Michigan, County of Oakland
My Commission Expires 7/3/2012
Acting in the County of Oakland

J. Robert O'Leary III, Notary Public
State of Michigan, County of Oakland
My Commission Expires 7/3/2012
Acting in the County of Oakland

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EXECUTION COPY
19
47
EXHIBIT A

Legal Description of Licensed Premises
Pollinator Garden 0.4 mi
Dutton Road 0.7 mi

Downtown Rochester 0.5 mi
Library 0.7 mi
Clinton River Trail 1.2 mi

To Kern / Orion Roads
Foley Pond
Downtown Lake Orion 1.7 mi

** There is NO CHARGE for the FIRST REVISION, any customer changes after that are subject to a $20 art charge. Thank you!**
Welcome to the
Paint Creek Trail
Michigan’s First Non-Motorized Rail-to-Trail
Rochester • Rochester Hills • Oakland Township • Orion Township • Village of Lake Orion

Trail Hours:
• ½ hour before sunrise to ½ hour after sunset

Dial 911 in the event of an emergency

Road-to-Road Mileage (8.9 miles total):
• Atwater to Kern/Clarkston .............. 1.5
• Kern/Clarkston to Adams .............. 1.5
• Adams to Gunn .......................... 1.4
• Gunn to Gallagher ...................... 0.8
• Gallagher to Silverbell ................. 0.6
• Silverbell to Dutton .................... 1.0
• Dutton to Tienken ...................... 1.2
• Tienken to Roch. Municipal Park ...... 0.9

Paint Creek Trailways Commission Office
4460 Orion Rd, Rochester, MI 48306
Mailing Address:
4395 Collins Rd, Rochester, MI 48306
(248) 651-9260
www.paintcreektrail.org

Scan & Go
More Information
MEMO

To: Commissioners, Alternates, & Staff
From: Recognition Committee (Linda Gamage and Martha Olijnyk) and Trail Manager, Melissa Ford
Subject: Recognition Recommendations
Date: May 12, 2021

The Recognition Committee has met and is recommending that the following former Commissioners be recognized as follows:

<table>
<thead>
<tr>
<th>Commissioners</th>
<th>Member Community</th>
<th>Term</th>
<th>Spike &amp; Box</th>
<th>Plaque</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rock Blanchard</td>
<td>Rochester Hills</td>
<td>1996-2020</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Frank Ferriolo</td>
<td>Oakland Township</td>
<td>2015-2020</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Hank Van Agen</td>
<td>Oakland Township</td>
<td>2016-2019</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Clara Pinkham</td>
<td>Rochester Hills</td>
<td>2019-2020</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Dan Simon</td>
<td>Oakland Township</td>
<td>2020</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Kim Russell</td>
<td>City of Rochester</td>
<td>2014-2019</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Lynn Loebs</td>
<td>Rochester Hills</td>
<td>2015-2019</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Susan Boyer</td>
<td>Rochester Hills</td>
<td>2016-2019</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Jim Kubicina</td>
<td>Rochester Hills</td>
<td>2016-2017</td>
<td>-</td>
<td>Y</td>
</tr>
<tr>
<td>Lisa Sokol</td>
<td>Orion Township</td>
<td>2013-2017</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Brad Mathisen</td>
<td>Village of Lake Orion</td>
<td>2015-2020</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>Jenny McCardell</td>
<td>Rochester Hills</td>
<td>2017-2018</td>
<td>-</td>
<td>Y</td>
</tr>
<tr>
<td>Brian Birney</td>
<td>Orion Township</td>
<td>2016-2017</td>
<td>-</td>
<td>Y</td>
</tr>
<tr>
<td>Chris Barnett</td>
<td>Orion Township</td>
<td></td>
<td>-</td>
<td>Y</td>
</tr>
<tr>
<td>Chris Hagan</td>
<td>Orion Township</td>
<td></td>
<td>-</td>
<td>Y</td>
</tr>
<tr>
<td>Ben Giovanelli</td>
<td>City of Rochester</td>
<td></td>
<td>Awarded but did not pick up</td>
<td>Already Listed</td>
</tr>
</tbody>
</table>

52
MEMO

To: Commissioners, Alternates, & Staff
From: Melissa Ford, Trail Manager
Subject: Trail Surface Grading
Date: May 13, 2021

At the request of Commission Chairperson Donni Steele, Trail staff obtained two quotes from contractors for trail surface grading. The contractors provided quotes for both the cost of grading the entire 8.9-mile trail and a cost per mile.

At this time, trail staff has not requested that the member communities grade their section of the trail. Oakland Township Parks staff has indicated that it has graded its section of the trail twice so far this spring. Rochester Hills graded its section this week. It is our understanding that some of the member communities may not have the staffing capabilities this year to grade their section.

Following the May Commission meeting, trail staff plans to reach out to the remaining member communities requesting that they grade their section by mid-June. We will also supply them with the two trail grading quotes that follow this memo, so that if they are unable to complete the grading themselves, they can reach out to either of these contractors or another contractor of their choosing to complete the work by the specified date.
For: Melissa M. Ford, Trail Manager/Paint Creek Trailways Commission
manager@paintcreektrail.org
4393 Collins Road
Rochester, MI 48306

Date: 05/07/2021

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint Creek Trail grading.</td>
<td>8.9</td>
<td>$1,300.00</td>
<td>$11,570.00*</td>
</tr>
<tr>
<td>(price per mile)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>project is 8.9 miles from Lake Orion to Downtown Rochester.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compact grading tractor equipped with power rake attachment. No compaction quoted in price. No additional gravel quoted in price. Grade only, 1 pass south, 1 pass north. 7ft graded each pass. (PRICE PER MILE)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indicates non-taxable item

Subtotal                                                                  $11,570.00

Total                                                                    $11,570.00

Total $11,570.00

Terms and Conditions

Net 30 days; Late charge of 3% will be added to unpaid invoices after 30 days.
**Titan Tractor, LLC**

Eric Moore  
(248) 759-3519  
ericmartinmoore@gmail.com

---

**ESTIMATE**

EST0192  
**DATE**

May 11, 2021  
**TOTAL**

USD $10,800.00

---

**TO**

**Paint Creek Trail**

Paint Creek Trail  
+1 (636) 299-7960

---

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>QTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Grading of trail</td>
<td>$10,800.00</td>
<td>1</td>
<td>$10,800.00</td>
</tr>
</tbody>
</table>

Basic grading of 8.9 miles of paint creek trail.*  
Specialized equipment to be used including land plane, and drag harrow

---

**SUBTOTAL**  
$10,800.00

**TAX (0%)**  
$0.00

---

**TOTAL**  
USD $10,800.00

---

*$1,750/per mile if not grading the entire trail.
MEMO

To: Commissioners, Alternates & Staff
From: Melissa Ford, Trail Manager
Subject: 2020 Audit
Date: May 13, 2021

Ramie E. Phillips Jr., CPA, completed our 2020 Financial Audit.

The assets of the Commission exceeded its liabilities at the end of 2020 by a net position of $1,863,371. Of this, $109,399 was unrestricted, and $25,147 was restricted. The remaining $1,729,165 reflects our investment in capital assets (land and improvements, office and operating equipment, etc.). The Commission increased its fund balance by $15,851 from 2019. Mr. Phillips found there were no expenditures over budget.

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

A copy of the audit can be accessed directly via the Trail website at: http://paintcreektrail.org/wordpress/wp-content/uploads/2021/05/PCTC-2020-AUDIT.pdf

If there are no questions, concerns, or objections, I recommend that the Commission consider a motion to receive and file the 2020 Audit Report and request that Mr. Phillips transmit it to the Local Audit & Finance Division of the Michigan Department of Treasury.
MEMO

To: Commissioners, Alternates and Staff
From: Melissa Ford, Trail Manager
Subject: May Manager’s Report
Date: May 10, 2021

Advisory Committee Reports
The Branding Committee will provide an update at the meeting on the signage design project.

Complaints/Vandalism
I am unaware of any complaints or vandalism on the 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: The Licensing Committee will provide an update at the meeting.
- Mowrie Pollinator Garden: A ribbon cutting ceremony is scheduled for Monday, June 28th. Commissioners will receive a formal invitation to the event in the mail. The bike rack and little library have been installed at the garden.
• **National Trails Day**: Staff has secured $550 in sponsorships for National Trails Day. The scavenger hunt will be available on the GooseChase app from May 30 – June 5th. The in-person portion of the scavenger hunt will be from noon – 3 p.m. at Cookies & Cream in downtown Lake Orion. Trail staff and members of the Friends of the Paint Creek Trail will be handing out bike bells, selling PCT hats, providing trail etiquette information, and encouraging people to sign up to join the Friends group. Additionally, we are still in need of items for a gift basket for the winning team or individual. If you have any leads, please let staff know.

• **Community Project Funding Request**: Unfortunately, both applications that trail staff submitted for projects through Rep. Elissa Slotkin’s office were not selected to be submitted to the Appropriations Committee. We will continue to seek funding for these projects through other channels.

• **Trout Unlimited Stairs at Dinosaur Hill**: Trout Unlimited has confirmed with the city of Rochester that they are not required to obtain a building permit for construction of the angler access. The city was aware of the proposed construction.

• **Eagle Scout Kiosk Project**: The kiosk at Tienken was installed on May 1st. The Atwater kiosk will be installed on May 15th.

• **May Meeting Location**: In the event the Commission is unable hold its June meeting at Rochester City Hall, the meeting room at the Paint Creek Cider Mill has already been secured.

• **CPR/First Aid**: Bike patroller Dan Butterworth, Trail manager Ford, and Asst. Trail manager Gray will all attend CPR/First Aid training this month through the Oakland Township Fire Department.

**Future Agenda Items**

♦ Memorial Bench Policy (consider adding Memorial Tree program)
♦ Trail safety and maintenance standards
♦ Oakland Township Historical Society Railroad Signal Booth

**Promotion of the Trail**

• Our Facebook page has 7,615 followers, an increase of 4 since last month.
• Our Twitter account has 810 followers, an increase of 1 since last month.
• Our Instagram Account has 1,370 followers, an increase of 4 since last month.
• Our E-Newsletter has 156 subscribers.
• I’ve posted information and photos on social media.
Paint Creek Trail Website Analytics

In the last 30 days, we had 1,481 visitors, with 3,886 page views. The top 10 visited pages:

<table>
<thead>
<tr>
<th>Top Pages</th>
<th>Last 30 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Page</td>
<td>1196</td>
</tr>
<tr>
<td>Trail Maps</td>
<td>937</td>
</tr>
<tr>
<td>Parking</td>
<td>287</td>
</tr>
<tr>
<td>Mileage</td>
<td>96</td>
</tr>
<tr>
<td>FAQ</td>
<td>92</td>
</tr>
<tr>
<td>Location</td>
<td>90</td>
</tr>
<tr>
<td>Agendas, Minutes &amp; Packets</td>
<td>77</td>
</tr>
<tr>
<td>On The Trail</td>
<td>59</td>
</tr>
<tr>
<td>Trail History</td>
<td>54</td>
</tr>
<tr>
<td>Cruisin’ For the Trails</td>
<td>42</td>
</tr>
</tbody>
</table>

In April, we had 1,702 visitors, with 4,591 page views. The top 10 visited pages:

<table>
<thead>
<tr>
<th>Top Pages</th>
<th>Last 30 days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trail Maps</td>
<td>278</td>
</tr>
<tr>
<td>Home Page</td>
<td>275</td>
</tr>
<tr>
<td>Parking</td>
<td>80</td>
</tr>
<tr>
<td>Mileage</td>
<td>32</td>
</tr>
<tr>
<td>Location</td>
<td>30</td>
</tr>
<tr>
<td>FAQs</td>
<td>28</td>
</tr>
<tr>
<td>On the Trail</td>
<td>12</td>
</tr>
<tr>
<td>Trail Courtesy</td>
<td>11</td>
</tr>
<tr>
<td>Commission</td>
<td>9</td>
</tr>
<tr>
<td>Agendas, Minutes &amp; Packets</td>
<td>8</td>
</tr>
</tbody>
</table>

2021 Temporary Permit Approvals

Frank Race Management, Run Michigan Cheap Half-Marathon, 10k, 5k: June 27, 2021 and July 11, 2021

<table>
<thead>
<tr>
<th>Commission Ad-Hoc Committee Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recognition Ad Hoc committee</td>
</tr>
<tr>
<td>Personnel Ad Hoc committee</td>
</tr>
<tr>
<td>Rochester Hills Art/Pathway Project committee</td>
</tr>
<tr>
<td>SE Rochester Property Ad Hoc committee</td>
</tr>
<tr>
<td>Labor Day Bridge Walk (Sept 6) Ad Hoc committee</td>
</tr>
<tr>
<td>Lake Orion Ad Hoc committee</td>
</tr>
<tr>
<td>Trail Branding &amp; Signage Ad Hoc committee</td>
</tr>
<tr>
<td>Trail Improvements &amp; Resurfacing Ad Hoc committee</td>
</tr>
<tr>
<td>Licensing Ad-Hoc committee</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. Self-guided ride dates are now May 1 -31. Ticketing Link: <a href="https://tinyurl.com/2bba46rz">https://tinyurl.com/2bba46rz</a>. The event is being held all month long and tickets are still available for purchase.</td>
<td>1</td>
</tr>
<tr>
<td>Continue Trail etiquette education (ongoing)</td>
<td>Ongoing. Signage has been 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. Trail etiquette information will be included as missions for National Trails Day scavenger hunt. <strong>Trail staff plan to hold its first trail safety pop-up event on the trail on Wednesday, June 19th near the path to Goodison.</strong></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. Staff put out a call on social media for trail user photos for brochure and have received quite a few responses. <strong>Trail staff is working on the first draft of the new brochure.</strong></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 attend the February virtual TWLA meeting and will provide an update during the March PCTC meeting on two Oakland County grant opportunities that were presented at the meeting. <strong>Trail manager Ford will attend the June virtual TWLA meeting.</strong></td>
<td>2</td>
</tr>
<tr>
<td>Trail Closure education/public relations/Communications Plan campaign (Ongoing)</td>
<td>Ongoing. Continue to utilize social media, website and other resources to provide information to trail users.</td>
<td>2</td>
</tr>
<tr>
<td>Adopt –A-Trail program</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. Trail staff have confirmed all Adopt-a-Trail groups for 2021-2023. Spring cleanup is scheduled for the weekend of April 24-25. <strong>Spring cleanup was held the weekend of April 24-25.</strong></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>
### Master Plan

<table>
<thead>
<tr>
<th>Priority</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Southeast Rochester Property development is currently on hold. A funding proposal was submitted for this project to Rep. Elissa Slotkin's office as part of the Community Project Funding program. <strong>Our proposal was not selected to be submitted to the Appropriations Committee. We will continue to seek funding for this project through other channels.</strong></td>
<td></td>
</tr>
<tr>
<td>1</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. Wayfinding committee is waiting on Sign Shop to create wayfinding sign mockups before finalizing the text. Branding Committee received the wayfinding signage mockups from Rochester Sign Shop and will be meeting in the next few weeks to discuss them and finalize designs and signage locations. <strong>The Branding Committee will provide an update at the meeting on the signage design project.</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Planning & Development Goals

<table>
<thead>
<tr>
<th>Priority</th>
<th>Progress</th>
<th>2021 Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>TBD. The Commission needs to decide if it wishes to hold an in-person or virtual event this year. NTD format will be discussed at March PCTC meeting. National Trails Day will be a week-long event this year utilizing the GooseChase scavenger hunt app. On June 5th, a PCT tent will be located on the property of Cookies &amp; Cream in downtown Lake Orion. Staff is working to secure sponsors to offset the cost of the event. To date, one $250 sponsor has been secured. <strong>Staff has secured $550 in sponsorships for National Trails Day. The scavenger hunt will be available on the app from May 30 – June 5th. The in-person portion of the scavenger hunt will be from noon – 3 p.m. at Cookies &amp; Cream in downtown Lake Orion. Trail staff and members of the Friends of the Paint Creek Trail will be handing out bike bells, selling PCT hats, providing trail etiquette information, and encouraging people to sign up to join the Friends group. Additionally, we are still in need of items for a gift basket for the winning team or individual. If you have any leads, please let staff know.</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TBD – Commission hopes to host an in-person event this year if public health conditions allow.</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Ribbon cutting TBD. Press release still needs to be issued – need to follow up with DNR for quote.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TBD <strong>A garlic mustard workday will be held on May 25th on the PCT. The event is being coordinated by OTPRC &amp; Six Rivers. Volunteers are still needed!</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Bike rack and Free Little Library will be installed this spring. Garden ribbon cutting scheduled for some time during Pollinator week June 21-27. Ribbon cutting is tentatively scheduled for</td>
<td></td>
</tr>
</tbody>
</table>
Friday, June 25. Bike rack and Free Little Library have been received and will be installed shortly by Rochester Hills. A **ribbon cutting ceremony is scheduled for Monday, June 28th. Commissioners will receive a formal invitation to the event in the mail. The bike rack and little library have been installed at the garden.**

### Paint Creek Junction

Project expected to go out for bids in Fall/Winter 2020/2021 with construction occurring in Spring 2021. Project bids have been received. OTPRC will approve contractor at April meeting. Project scheduled to be completed by October 1. **Trail manager Ford attended the pre-construction meeting for the project on May 5th. Construction start dates and project schedule will be determined in the next week or so.**

### 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. **Due to a lumber shortage, the DIA is having trouble completing its frame order. Installation may be delayed until the first weeks in June.**

### 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. A funding proposal was submitted for this project to Rep. Elissa Slotkin’s office as part of the Community Project Funding program. <strong>Our proposal was</strong></td>
<td>2</td>
</tr>
</tbody>
</table>
Road Crossing improvements – work with RCOC on Adams Rd. crossing

- Ongoing. Continue working with RCOC for improvements at our crossings.

Purchase defibrillator for bike patroller

- Defibrillator will be purchased in 2021 using IBT Challenge grant funds. Staff investigating which type of AED to purchase.

### Long Term Goals

<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>

### Additional Goals

<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. Manager Ford attended the April 8 meeting of the Master Plan Steering Committee. Community engagement session scheduled for June 9-10 and a TDB date in July.</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 $151.20
- Interest Income on Investments $12.87
- Realized Gains and Losses $58.55
- Unrealized Gains and Losses ($248.58)

Total Revenue & Additions ($25.96)

Expenses & Distributions

- Grants from Income $3,928.39
- Interfund Grants $0.00
- Admin. Fees Charged $472.53
- Misc. Fund Expenses $0.00
- Financial Fees $24.62

Total Expenses & Distributions $4,425.54

Income Transfers $0.00

YTD FUND BALANCE $70,673.09

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**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>
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</tbody>
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Grants Total $3,928.39