



4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
Paintcreektrail.org

# Paint Creek Trailways Commission Meeting

Tuesday, October 17<sup>th</sup>, 2023 at 7:00 PM  
Paint Creek Cider Mill, 4480 Orion Rd, Rochester, MI 48306

## MEETING AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment**
5. **Consent Agenda:**
  - a. Minutes: September 19<sup>th</sup>, 2023
  - b. Treasurers Report – September 2023
6. **Approval of Invoices**
7. **Memo/Approval:** License Agreements
8. **Memo/Approval:** Dutton Rd Construction – Proposed Detour
9. **Update:** Administrative Assistant
10. **Memo:** 2024 Budget Draft v1.0
11. **Update:** 40<sup>th</sup> Anniversary
12. **Update:** Bald Mountain Project
13. **Memo:** Bridge 31.7 Grant Updates
14. **Manager's Report**
15. **Commissioner Reports**
16. **Adjournment of Regular Meeting**

## **Next Regular Meeting:**

November 21<sup>st</sup>, 2023 – Paint Creek Cider Mill, 4480 Orion Rd, Rochester, MI 48306

## **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.*

Enclosures:      Agenda Summary  
September 19<sup>th</sup>, 2023 Draft Minutes  
September 2023 Treasurer's Report  
Memo: License Agreements  
Updated License Agreements (6)  
Memo: Dutton Rd Construction Request  
Dutton Bridge Public Meeting Flyer  
Memo: 2024 Budget Draft v1.0  
2024 Budget Draft v1.0  
Bald Mountain Project Plans  
Memo: Bridge 31.7 Grant Updates  
Spark Grant Application – Outcome Email  
September Manager's Report  
2023 Paint Creek Trailways Commission Operations Budget – Amended March 21, 2023  
September 30, 2023 – Trail Inspection 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.*

## **Agenda Summary**

### **October 17, 2023**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment**
5. **Consent Agenda:**
  - a. Minutes: September 19<sup>th</sup>, 2023
  - b. Treasurers Report – September 2023
6. **Approval of Invoices**
7. **Memo/Approval:** License Agreements  
**Summary:** Trail Manager Correll has provided a memo in your packet and will request approval from commission to begin delivering updated license agreements to recipients for payment  
**Desired Action:** Approval  
**Budget Impact:** ~\$18,200.00
8. **Memo/Approval:** Dutton Rd Construction – Updated Closure Request  
**Summary:** Trail Manager Correll has provided a memo in your packet and will request approval from commission to adjust trail closure dates with Oakland County Road Commission  
**Desired Action:** Approval  
**Budget Impact:** NA
9. **Update:** Administrative Assistant  
**Summary:** Trail Manager Correll will provide an update on the on the progress of hiring a new administrative assistant  
**Desired Action:** None  
**Budget Impact:** NA
10. **Memo:** 2024 Budget Draft v1.0  
**Summary:** Trail Manager Correll has provided a memo in your packet.  
**Desired Action:** Discussion  
**Budget Impact:** TBD
11. **Update:** 40<sup>th</sup> Anniversary  
**Summary:** Trail Manager Correll will provide an update on the 40<sup>th</sup> Anniversary Event  
**Desired Action:** Discussion  
**Budget Impact:** TBD
12. **Update:** Bald Mountain Project  
**Summary:** Trail Manager Correll will provide an update on the status of the Bald Mountain Connector Project  
**Desired Action:** Discussion  
**Budget Impact:** TBD
13. **Memo:** Bridge 31.7 Grant Updates  
**Summary:** Trail Manager Correll will provide an update on the current grants for Bridge 31.7  
**Desired Action:** None  
**Budget Impact:** TBD
14. **Manager's Report:** Included in your packet
15. **Commissioner Reports**
16. **Adjournment of Regular Meeting**

#### **Next Regular Meeting:**

November 21<sup>st</sup>, 2023 – Paint Creek Cider Mill, 4480 Orion Rd, Rochester, MI 48306

PAINT CREEK TRAILWAYS COMMISSION

\*\*\*DRAFT\*\*\*

September 19, 2023

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**REGULAR MEETING of the PAINT CREEK TRAILWAYS COMMISSION**  
**City of Rochester Municipal Offices**  
**400 Sixth Street, Rochester, MI 48307**

The September 19, 2023, regular meeting of the Paint Creek Trailways Commission was called to order at 7:00 p.m. in the main conference room of the City of Rochester Municipal Offices.

Voting Members Present: Brian Blust, Robin Buxar, Ken Elwert, Linda Gamage, Conner Reiter, David Walker

Voting Alternates Present: David Becker, Matt Pfeiffer

Non-Voting Alternates Present: Carol Morlan, Martha Olijnyk

Voting Members Absent: Julia Dalrymple

Alternates Absent: Russell George, Dave Mabry, Ann Peterson, Matt Pfeiffer, Aaron Whatley

Village Non-Voting Member Absent: Jason Peltier

Village Non-Voting Alternate Present: Stanley Ford

Others Present: Tom Correll, Trail Manager; Eryn Grupido, Administrative Assistant; Josh Moo, Trailways supporter and Scoutmaster with Scouts BSA; Louis Carrio, Chairman, Friends of the Paint Creek Trail; Michael Jahn, Vice-President, Friends of the Paint Creek Trail; Ingrid Kliffel, Recording Secretary

A quorum was present.

**PLEDGE OF ALLEGIANCE**

Chairperson Olijnyk led the Commissioners, staff and those present in the Pledge of Allegiance to the flag of the United States of America.

**AMENDMENTS TO AND APPROVAL OF AGENDA**

MOVED BY BUXAR, SECONDED BY BECKER, to approve this evening's agenda as presented.

MOTION CARRIED.

## **GENERAL PUBLIC COMMENT**

### **Moutrie Pollinator Garden: Update**

Friends of the Paint Creek Trail President Louis Carrio and Vice-President Michael Jahn were present to give an update on this garden, which was established in 2020. Mr. Carrio shared photos of the site when the garden was first created in June of 2020, and photos of how it looked this summer. Overall, it is performing very well. Jean McBride has continued to assist with coordination of the volunteers and garden needs. The plantings are primarily native varieties, with some annuals added to provide color. He was very pleased with how the garden is progressing.

The Friends group is thankful to the City of Rochester Hills for their support with watering, which has largely eliminated the need for watering through volunteers in nearby King's Cove Condominium Association. Additionally, the City of Rochester Hills has provided additional boulders that the Friends group requested. Mr. Carrio said the volunteers did not apply mulch to the garden this year as it already has a thick layer.

Mr. Carrio then shared information on matters that presented challenges and how the group addressed them. He stated that the garden requires a significant amount of upkeep, but the Friends of Paint Creek Trail volunteers have been able to work together to accomplish this. The mulch spills out of the garden and onto the path, and sometimes the path surfacing material gets into the garden, particularly when there is a heavy rain; currently the volunteers rake the materials back when this occurs. Dutchman's pipe vine is creeping underground; they need to figure out how to address this. The vines were pulling down the obelisk, but the volunteers were able to remove the vines and secure the obelisk. Dogs have been relieving themselves in the garden; the Friends group addressed this with humor by posting a sign that reads, "Dear Dogs, please do not water our plants." Children like to play on the rocks and sometimes jump on the plants, and Trail users in general sometimes step off the Trail near the entrance sign to the garden; they posted a sign requesting that people stay off the rocks.

Mr. Carrio and Mr. Jahn were pleased that many are enjoying the Moutrie Pollinator Garden – including both pollinators such as bees, moths and butterflies, as well as people.

Chairperson Olijnyk asked if the Friends of Paint Creek Trail would be interested in having help from middle and/or high school students looking for community service hours. Mr. Carrio was not sure that this would be a good fit, but said he would contact her if he needs help. Commissioner Gamage noted that the Rochester Pollinator Group maintains a list of volunteers, and this would be another resource; Mr. Carrio said he will continue to keep the group involved with this project.

The Commissioners thanked Mr. Carrio, Mr. Jahn and the Friends of the Paint Creek Trail for all they have done to establish the garden and for continuing to maintain it.

### **CONSENT AGENDA**

This evening's Consent Agenda consists of the following: (a) minutes of the August 15, 2023, meeting of the Paint Creek Trailways Commission, and (b) Treasurer's Report for August 2023.

MOVED BY BECKER, SECONDED BY ELWERT, to approve the Consent Agenda as presented, specifically to approve and file the minutes of the August 15, 2023, meeting of the Paint Creek Trailways Commission, and to receive and file the Treasurer's Report for August 2023.

MOTION CARRIED.

### **APPROVAL OF INVOICES**

Trail Manager Correll and the Commissioners reviewed the list of invoices dated September 19, 2023.

MOVED BY ELWERT, SECONDED BY GAMAGE, to approve payment of the invoices as presented in the amount of \$3,348.34.

AYES: Becker, Blust, Buxar, Elwert, Gamage, Pfeiffer, Reiter, Walker

NAYS: None

MOTION CARRIED.

### **SIDE PATH TRAIL AND OBSERVATION DECK PROJECT**

The Trailways Commission was approached by attorney Christopher Kroll with a proposal to construct a side path trail and observation deck on the trail spur near Bloomer Park in memory of one of his longtime clients who passed away. Mr. Kroll is eager to start work on the project.

Earlier this year in February, former Trail Manager Melissa Ford obtained a quote for professional services from Anderson, Eckstein & Westrick, Inc. ("AEW"). AEW would start with the preliminary plans created by The Mannik Smith Group as part of their broader design project completed in 2019, and would provide additional engineering design services as necessary, obtain the necessary permits for the project through EGLE as work is to be done in the floodplain and floodway, develop a project cost estimate, assist with the bidding process, and provide construction/project management services.

On August 30<sup>th</sup>, Trail Manager Correll met with Michigan Trails and Greenways Alliance ("MTGA") Director Andrea Lafontaine, MTGA Board member Neil J. Billetdeaux, and Mr. Kroll to discuss the project. The estimated project cost is approximately \$200,000, which Mr. Kroll approved. At that meeting, the group also agreed that they would like the process to move forward as follows: the Trailways Commission should sign a contract with AEW to

PAINT CREEK TRAILWAYS COMMISSION

\*\*\*DRAFT\*\*\*

September 19, 2023

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serve as the project manager for this project. AEW will then begin the project and will submit invoices to the Trailways Commission for approval. Once the Trailways Commission approves an invoice for payment, Trail Manager Correll shall forward that invoice to MTGA. MTGA will serve as the fiduciary for the donor's funds, and MTGA will make payments to AEW and any other vendors as necessary for work on this project.

Commissioner Elwert pointed out that this project will likely take some time as we will need to obtain permits through EGLE. Trail Manager Correll responded that he has shared an estimated project timeline with Mr. Kroll to make him aware of this.

The Commissioners noted that AEW has already performed some preliminary work in the amount of approximately \$1,200. They have not submitted an invoice, but that amount is included in their February 3, 2023, quote for professional services.

Commissioners Elwert and Buxar proposed a motion regarding the contract with AEW and payment of their approximately \$1,200 invoice for services already rendered but which has not been invoiced. After discussion, all Commissioners agreed to table that motion to first consider another aspect of this project.

MOVED BY WALKER, SECONDED BY BUXAR, to authorize Trail Manager Correll to negotiate a formal written agreement with Michigan Trails and Greenways Alliance for the Side Path Trail and Observation Deck project in an amount not to exceed \$210,000.

AYES: Becker, Blust, Buxar, Elwert, Gamage, Pfeiffer, Reiter, Walker

NAYS: None

MOTION CARRIED.

At this time, the Commissioners agreed to now consider the tabled motion.

MOVED BY ELWERT, SECONDED BY BUXAR, to authorize the Chairperson to sign the contract with Anderson, Eckstein & Westrick, Inc. and request that AEW immediately send the Paint Creek Trailways Commission the approximately \$1,200 invoice, with the understanding that no other work shall be performed under this contract until the Trailways Commission receives reimbursement from the Michigan Trails and Greenways Alliance.

AYES: Becker, Blust, Buxar, Elwert, Gamage, Pfeiffer, Reiter, Walker

NAYS: None

MOTION CARRIED.

### **PAINT CREEK JUNCTION PARK WAYFINDING SIGNS**

At the August meeting, the Commissioners had asked Administrative Assistant Grupido to obtain additional quotes from our signage vendor to replace a damaged sign, and to update two signs to better direct Trail users to the Paint Creek Junction Park – Northern Trailhead. Once the Bald Mountain Connector is complete, we will also have to update signs to advise Trail users of this connection. Ms. Grupido reviewed her memorandum of August 28<sup>th</sup>.

Commissioner Gamage asked if there is any update on the Bald Mountain Connector project. Trail Manager Correll responded that it is expected to be completed in the spring, but he had nothing further to report at this time. Commissioners Buxar and Blust inquired if we need the signs completed now, or if this can wait until we are ready to include the Bald Mountain information. Ms. Grupido responded that the signs are readable, but the one is dented, and our signs do not currently direct Trail users to Paint Creek Junction Park.

After further discussion, the Commissioners agreed to wait on updating and replacing signs and to obtain more information on the anticipated timeline for the Bald Mountain Connector project.

Commissioner Gamage reiterated her concerns about safety in the vicinity of the Bald Mountain Connector, as she feels the space is tight for bicycle riders as they come off the bridge. Trail Manager Correll recalled that the MDNR has agreed to add bollards in this area to alert and slow down Trail users, and they will cover the costs of this addition to the plan.

### **LABOR DAY BRIDGE WALK**

Approximately 150 people participated in the 16<sup>th</sup> Annual Labor Day Bridge Walk along the Paint Creek Trail, which took place on Monday, September 4<sup>th</sup>, from 8 a.m. to 12 noon. Trail Manager Correll thanked the Commissioners and others who obtained event sponsorships, donations, took photos, volunteered, or helped in other ways to make this such an enjoyable family-friendly event.

Manager Correll reviewed the revenues and expenditures for the Bridge Walk. Despite the staff's best projection of what snacks would be needed, there were many donuts leftover; these were donated to Neighborhood House where they were very much appreciated.

### **ENCROACHMENT**

Trail Manager Correll reported that on August 29<sup>th</sup>, he was informed by an Oakland Township Parks and Recreation staff member of a new path and stone staircase that had been installed on Trailways property between Gallagher Road and Silver Bell Road, near Flagstar Bank. He visited the site, but it was not clear as to on which of two neighboring properties the path and staircase had been constructed. Consequently, he sent a notice of encroachment with attachments (including the Encroachment Policy, Encroachment Removal Procedures, and Application for Limited Use Permit for Private Access to the Paint Creek Trail) to both



houses. He has not received a response at this time. Manager Correll will keep the Commissioners updated on this matter.

### **ADMINISTRATIVE ASSISTANT POSITION**

The Personnel Committee met to review the job description for this position and to create a job posting. They kept the range for compensation where it was for the last posting, which will give them some flexibility when reviewing candidates and hiring.

The position was posted on the Paint Creek Trailways website on Friday, but Manager Correll said we have not received any applications yet. The Commissioners agreed to also post the job opening on their respective municipal websites as possible.

Commissioner Gamage wondered if the Commission would want to consider adding the responsibilities of recording secretary to this position and increasing the hours. Commissioner Elwert said this is not currently contemplated in the job description.

Trail Manager Correll said the Personnel Committee hopes to have a recommendation of a candidate for the Commission's consideration at the October meeting.

### **RECORDING SECRETARY**

Longtime Recording Secretary to the Paint Creek Trailways Commission, Sandi Disipio, informed Trail Manager Correll that she will be unable to return to the Trailways Commission for the foreseeable future as she deals with medical issues. Ms. Disipio has been with the Trailways Commission since 1999 and is sad to have to make this decision.

The Commissioners discussed the level of detail that they would like to see in their meeting records, noting that some municipalities have moved to providing a video recording and "skeleton" minutes. They agreed that reviewing video footage is cumbersome, and they prefer minutes that include detail on the discussion held as well as actions taken. Such minutes are helpful for new Commissioners to become educated on the various matters that come before the Commission, provide a continuum of information sharing when alternates attend meetings, and also promote transparency to the public.

After further discussion, Recording Secretary Kliffel said she would be pleased to continue to take minutes on a fill-in basis until a new Administrative Assistant is hired, and until the Commission determines how they wish to proceed with respect to the Recording Secretary responsibilities.

### **ELECTION OF TREASURER**

Former Commissioner Patrick Ross was serving in the capacity of Paint Creek Trailways Commission Treasurer for the 2023 calendar year. However, he has moved out of state, is no longer eligible to serve in this capacity, and the Commission must fill this vacancy for the remainder of the term (i.e., until the end of 2023).

Commissioner Dalrymple has indicated her willingness to fill this vacancy and serve as Treasurer for the remainder of 2023.

MOVED BY BUXAR, SECONDED BY GAMAGE, to nominate and appoint Commissioner Dalrymple to fill the vacancy and serve as Treasurer of the Paint Creek Trailways Commission for the period of September through December 2023.

MOTION CARRIED.

Chairperson Olijnyk reminded the Commissioners that the election of officers for the 2024 calendar year will take place at the December meeting.

### **MANAGER'S REPORTS**

Trail Manager Correll reviewed his report of September 14<sup>th</sup>.

#### **Complaints, Vandalism, Feedback**

Slippery Surface Near Orion Art Center: A bicyclist reported that the trail surfacing was slippery at the connector bridge to the Village of Lake Orion near the Orion Art Center, north of Atwater Road. Manager Correll noted that this is not technically a part of the Paint Creek Trail; he contacted the Village of Lake Orion to notify them of this concern.

Vandalism/Graffiti: Someone spray painted graffiti on one of the kiosks and in other areas near the Tienken Road Trailhead. Manager Correll filed a police report with the Oakland County Sheriff's Department. A detective has been assigned to this matter, and Manager Correll will keep the Commissioners updated as information becomes available.

Right-of-Way Signage: A Trail user requested that we post right-of-way signage at road crossings. This was included on our old signs, but is not on the newer Iron Belle signs. Manager Correll will look into this.

#### **Repairs and Maintenance**

Dutton Road Construction: The Dutton Road bridge construction is underway. Barriers have been placed on either side of the Trail in the area, so Trail access has not been affected. However, Trail users cannot access the parking lot there.

Water Fountain at Tienken Road: The water fountain located just north of Tienken Road was pooling water at the base. Commissioner Elwert reported that this repair was completed today.

### **Medical Emergencies, Police, Fire Calls on Trail**

There were no medical emergencies reported on the Trail.

### **Follow Up**

License Agreements: Trail Manager Correll has forwarded information to our attorney. The attorney anticipates having information prepared for the Trailways Commission to send out next week.

MNRTF Grant for Bridge 31.7: We received the initial scoring on our grant application last week. Trail Manager Correll and the Commissioners discussed ways in which we can improve our scores, including incorporating sustainable systems and materials. Additional information may be submitted until October 1<sup>st</sup>. Manager Correll will also discuss these preliminary results with our grant coordinator.

## **COMMISSIONER WALKER'S REPORTS**

### **Tripping Hazard Near River Walk**

Commissioner Walker said that following the Labor Day Bridge Walk, he heard mention of a tripping hazard of some sort. Commissioner Gamage explained that it is the lip/transition where the River Walk connects to the Clinton River Trail. This is not part of the Paint Creek Trail property, and the City of Rochester was contacted and informed of this concern.

### **Labor Day Bridge Walk**

Commissioner Walker shared a hearty thank you to all who donated, volunteered or helped in any way to make the Labor Day Bridge Walk a success. He looks forward to continuing to have such enjoyable community events in the future.

## **COMMISSIONER BUXAR'S REPORT**

Commissioner Buxar said her work has been very demanding lately, and she apologized for not being able to participate as she typically would.

## **COMMISSIONER BLUST'S REPORT**

### **Trail Improvements Committee**

Commissioner Blust thanked the Trail Improvements Committee for moving forward with this discussion.

### **Structural Review of Bridges Along Oakland Township Portion of Trail**

In the 2024 fiscal year, Oakland Township Parks and Recreation Commission will be having structural inspections conducted of the bridges within Oakland Township.

### **Fortieth Anniversary Celebration**

The 40<sup>th</sup> Anniversary celebration is scheduled to take place on November 18<sup>th</sup>. The 40<sup>th</sup> Anniversary Committee needs to meet to work on this project.

## **COMMISSIONER GAMAGE'S REPORTS**

### **Recognition Committee**

The Recognition Committee also needs to meet to gather information to be presented at the 40<sup>th</sup> Anniversary event.

### **Adopt-a-Trail**

This group typically meets the first weekend in October. However, her group will conduct trail clean up on September 30<sup>th</sup> instead because of the holiday weekend.

Administrative Assistant Grupido will send out reminder information later this week or early next week.

## **COMMISSIONER ELWERT'S REPORT**

### **Bridge Structural Evaluations**

The City of Rochester Hills recently had structural evaluations conducted of the bridges. He will share the findings at an upcoming meeting.

## **COMMISSIONER REITER'S REPORT**

### **Thank You**

Commissioner Reiter thanked everyone for helping him make the transition to Commissioner.

## **COMMISSIONER FORD'S REPORTS**

### **Labor Day Bridge Walk**

Commissioner Ford enjoyed attending this event, and was pleased to meet people from various communities along the Paint Creek Trail.

### **Atwater Crossing – Blinking Sign**

He encouraged Trail users to use the button to activate the crosswalk sign at Atwater. With the construction in this area, it is especially important to do this for safety.

### **Kern Road/Clarkston Road Crossing**

Commissioner Ford feels that the cones and signs placed at this road crossing are doing a good job alerting Trail users and drivers of this crossing.

## **CHAIRPERSON OLIJNYK'S REPORT**

### **Budget**

The Commission will consider the 2024 fiscal year preliminary draft budget at next month's meeting.

**ADJOURNMENT**

MOVED BY GAMAGE, SECONDED BY PFEIFFER, there being no further business before the Commission, to adjourn the meeting at 8:31 p.m.

MOTION CARRIED.

Respectfully submitted,

Ingrid R. Kliffel  
Recording Secretary

Approved,

David Becker  
Secretary

Approved,

Tom Correll  
Trail Manager

# Paint Creek Trailways Commission

## Treasurer's Report - Flagstar Bank

### September 2023

<b>Balance:</b>	31-Aug-23		
	Checking Balance	\$	209,778.70
	Outstanding Checks (3640, 3680)	\$	415.00
	<b>TRAILWAYS COMMISSION BALANCE</b>		<b>\$ 209,363.70</b>
<b>Revenues:</b>			
	LDBW Cash Donations	\$	619.00
	LDBW Check Donation - Debra Paula	\$	10.00
	LDBW Check Donation -Ginger Ketelsen	\$	25.00
	Interest Income - September 2023 Interest Income	\$	163.78
	<b>Total Revenues</b>	<b>\$</b>	<b>817.78</b>
			<b>\$ 210,181.48</b>
<b>Expenditures:</b>			
	3689 - Chase Card Services	\$	720.21
	3690 - Ingrid Kliffel - Records Fee regular meeting 8/15	\$	351.00
	3691 - Friends of the Paint Creek Trail - Moutrie Pollinator Maint	\$	271.03
	3695 - Rosati, Schultz, Joppich, & Amtsbuechler. P.C.	\$	1,550.00
	3693 - Oakland County Mounted Patrol	\$	271.50
	3692 - Rochester Sign Shop - LDBW Sponsor Sign	\$	85.00
	3694 - Dan Butterworth - Bicycle repairs for bike patrol	\$	99.60
	<b>Total Expenditures</b>	<b>\$</b>	<b>3,348.34</b>
			<b>\$ 206,833.14</b>
<b>Balance:</b>	30-Sep-23		
	Checking Balance	\$	207,684.14
	Outstanding Checks (3640, 3680, 3690, 3692)	\$	851.00
	<b>TRAILWAYS COMMISSION BALANCE</b>		<b>\$ 206,833.14</b>

Signed By: \_\_\_\_\_  
Trailways Commission Treasurer

\_\_\_\_\_  
Trail Manager

Date: \_\_\_\_\_

\_\_\_\_\_



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**MEMO**

To: Commissioners, Alternates, & Staff  
From: Tom Correll, Trail Manager  
Subject: Review of License Agreements  
Date: October 10, 2023

The attorney has sent updated license agreements for Dillman & Upton, DTE, MichCon, Consumer and Michigan Gas Storage, ITC and Solaronics. They are attached in the packet for review.

Currently we have spent \$1,525.00 in legal fees of the allotted budget of \$2,000.00 for license agreement renewal.

Trail Manager Correll is prepared for office staff to send invoices and having the attorney send updated contracts for negotiation. Seeking guidance from the commission.



**PAINT CREEK TRAILWAYS COMMISSION**  
**LICENSE AGREEMENT -CONSUMERS POWER COMPANY**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 Consumers Energy, a Michigan corporation whose address is One Energy Plaza, Jackson, Michigan 49201, 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 or controlled 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."

WHEREAS, Licensee owns and operates a certain 36" underground pipeline for use in transmission of natural gas, oil and associated condensates, which cross the Commission's trailway in Oakland County, Michigan,

WHEREAS, in accordance with a license previously granted to Consumers Power Company. and/or its successors and assigns, dated March 19, 1996, ("Original License"), 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:"

a 36" underground pipeline for use in transmission of natural gas, oil and associated condensates.

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. Licensee shall remain liable for payment of any License fees which remain due and owing at the time of termination.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of One hundred three

dollars and eighty cents (\$103.80) ("Initial License Fee"). The first annual payment shall be due on January 1, 2024.

3.2 At the beginning of each successive year of the License, the Initial License Fee shall increase an additional 3% ("Increased 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 to the Commission must be provided.

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 cost and 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 the 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.

**Commented [KK1]:** Not necessary if facility is entirely underground.

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 and prior to access.

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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 United States and/or 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 by either party.

## 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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, 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.

PAINT CREEK TRAILWAYS COMMISSION

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 20\_\_, by, \_\_\_\_\_, the Chairperson 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

CONSUMERS ENERGY ("Licensee")

\_\_\_\_\_  
By:  
Its:  
  
STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Consumers Energy on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)

**PAINT CREEK TRAILWAYS COMMISSION  
LICENSE AGREEMENT - UPTON LEASING, LLC**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 Upton Leasing, LLC a Michigan limited liability company whose address is 607 Woodward Avenue, Rochester, MI 48307, hereinafter referred to as "Licensee."

**Commented [KK1]:** We should chat about whether Mans, who is actually using the Upton property, should be a party to this license.

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 or controlled 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 railway purposes shall be hereinafter referred to as the "Trailway."

WHEREAS, Licensee owns land located at 607 Woodward Avenue, Rochester, Michigan 48307, in Oakland County, Michigan, immediately adjacent to a portion of the Commission's Land, which has been leased to a third party, on which said third party operates a hardware store ("Licensee's Adjacent Property").

**Commented [KK2]:** Is this an appropriate description of the business?

WHEREAS, in accordance with a license previously granted to Upton Leasing, LLC (formerly known as Dillman and Upton, Inc.) and/or its successors and assigns, dated March 19, 1991 ("Original License"), and a subsequent Temporary License Agreement dated June 25, 1997, ("Temporary License"), 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:"

Fenced lumber storage area.

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. Licensee shall remain liable for payment of any License fees which remain due and owing at the time of termination.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of Eight thousand nine hundred (\$8,900.00) Dollars ("Initial License Fee"). The first annual payment shall be made on January 1, 2024.

3.2 The Initial License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 6<sup>th</sup> year (January 1, 2029), the Initial License Fee shall increase by the Consumer Price Index for the Metropolitan Detroit Area ("Increased License Fee"). That Increased License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 11<sup>th</sup> year (January 1, 2034), the Increased License Fee shall increase again by the Consumer Price Index for the Metropolitan Detroit Area ("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 to the Commission must be provided.

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 a fenced lumber storage yard.

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 cost and 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 the 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 and prior to access.

#### 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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 United States and/or 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 by either party.

## 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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, Michigan.

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

[Remainder of this page intentionally left blank]

PAINT CREEK TRAILWAYS COMMISSION

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 20\_\_, by, \_\_\_\_\_, the Chairperson 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

UPTON LEASING, LLC

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Upton Leasing, LLC on behalf of the company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

Commonly known as: 607 Woodward Avenue  
Parcel ID#: 68-15-10-402-001

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)

**PAINT CREEK TRAILWAYS COMMISSION  
LICENSE AGREEMENT – DTE ENERGY**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 DTE Energy a Michigan limited liability company whose address is 3410 Belle Chase Way, Suite 600, Lansing, Michigan 48911, 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 or controlled 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 previously granted to DTE Energy (formerly known as Detroit Edison) and/or its successors and assigns, dated \_\_\_\_\_ ("Original License"), 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

**Commented [KK1]:** For DTE, I don't believe they actually own land; just have facilities within the trailway. Does the Commission have a map showing their location?



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 two (2) 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. Licensee shall remain liable for payment of any License fees which remain due and owing after termination.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of Five thousand seven hundred and twelve (\$5,712.00) Dollars ("Initial License Fee"). The first annual payment shall be made on January 1, 2024.

3.2 The Initial License Fee shall continue each succeeding year for a period of two (2) years. At the beginning of the third 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 7<sup>th</sup> year (January 1, 2034), 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 to the Commission must be provided.

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 cost and 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 the 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 and prior to access.

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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 by either party.

## 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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, Michigan.

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

[Remainder of this page intentionally left blank]



PAINT CREEK TRAILWAYS COMMISSION

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 20\_\_, by,  
\_\_\_\_\_, the Chairperson 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

DTE Energy ("Licensee")  
  
\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of DTE Energy, on  
behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

Commonly known as:  
Parcel ID#:

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)

**PAINT CREEK TRAILWAYS COMMISSION**  
**LICENSE AGREEMENT -INTERNATIONAL TRANSMISSION COMPANY**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 International Transmission Company, a Michigan corporation whose address is 27175 Energy Way, Novi, Michigan 48377, 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 or controlled 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."

WHEREAS, Licensee owns certain land and high tension electric transmission lines which cross the Commission's trailway in the City of Rochester and Charter Township of Oakland, Oakland County, Michigan,

WHEREAS, in accordance with a license previously granted to International Transmission Company. and/or its successors and assigns, dated July 21, 2009, ("Original License"), 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:"

certain land and high-tension electric transmission lines.

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. Licensee shall remain liable for payment of any License fees which are due and owing at the time of termination.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of One Thousand ninety-eight Dollars and fifty cents (\$1,098.50) for the two crossings ("Initial License Fee"). The first annual payment shall be due on January 1, 2024.

3.2 The Initial License Fee shall continue each succeeding year for a period of two (2) years. At the beginning of the 3<sup>rd</sup> 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 7<sup>th</sup> 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 to the Commission must be provided.

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 cost and 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 the Licensee must pay.

**Commented [KK1]:** This section may not be applicable if there are no on-the-ground structures.

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 and prior to access.

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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 United States and/or 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 by either party.

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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, Michigan.

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

[Remainder of this page intentionally left blank]

PAINT CREEK TRAILWAYS COMMISSION

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 20\_\_, by, \_\_\_\_\_, the Chairperson 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

INTERNATIONAL TRANSMISSION COMPANY  
("Licensee")

\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of International Transmission Company on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

RX4198 (City of Rochester)  
RX3342B in Oakland Township

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)

**Exhibit B**  
Tree Trimming/Management of Vegetation



**PAINT CREEK TRAILWAYS COMMISSION  
LICENSE AGREEMENT - MICHIGAN CONSOLIDATED GAS COMPANY**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 Michigan Consolidated Gas Company, a Michigan corporation whose address is 1 Energy Plaza, Detroit, Michigan 48226, 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 or controlled 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."

WHEREAS, Licensee owns and operates the Milford-Belle River Mills Loop Pipeline, a 36" underground pipeline for use in transmission of natural gas which crosses the Commission's trailway in Oakland County, Michigan,

WHEREAS, in accordance with a license previously granted to Michigan Consolidated Gas Company. and/or its successors and assigns, dated September 9, 1995, ("Original License"), 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:"

a 36" underground pipeline for use in transmission of natural gas.

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. Licensee shall remain liable for payment of any License fees which are due and owing at the time of termination.

3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of Six hundred and ninety(\$690) Dollars ("Initial License Fee"). The first annual payment shall be due on July 1, 2023.

3.2 At the beginning of each successive year of the License, the Initial License Fee shall increase an additional 3% ("Increased 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 to the Commission must be provided.

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 the conveyance of natural gas.

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

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 cost and 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 the 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

**Commented [KK1]:** If the Licensed premises are completely underground, this may not be applicable.

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 and prior to access.

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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 by either party.

## 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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, Michigan.

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

[Remainder of this page intentionally left blank]



PAINT CREEK TRAILWAYS COMMISSION  
("Commission")

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Chairperson 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

MICHIGAN CONSOLIDATED GAS COMPANY  
("Licensee")

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN    )  
                                  ) ss  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Michigan Consolidated Gas Company on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

RX4198 (City of Rochester)  
RX3342B in Oakland Township

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)

**PAINT CREEK TRAILWAYS COMMISSION  
LICENSE AGREEMENT - SOLARONICS, INC.**

THIS AMENDMENT TO LICENSE AGREEMENT ("Agreement" or "License"), is made this \_\_\_\_ day of \_\_\_\_\_, 2023 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 Solaronics, Inc., a Michigan corporation whose address is 704 Woodward Avenue, Rochester, Michigan 48326, 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 or controlled 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."

WHEREAS, Licensee owns land located at 704 Woodward Avenue, Rochester, Michigan 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 previously granted to Solaronics, Inc. and/or its successors and assigns, dated September 27, 2010, ("Original License"), 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:"

\_[describe current use]\_\_\_\_\_  
\_\_\_\_\_

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 The location of the fence is agreed and acknowledged by Licensee to be on Commission's Land and does not indicate or mark the actual boundary between the Commission's Land and the 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 which is recorded at Liber 40746 Page 555, and specifically on Page 558, OCR.

1.4 By granting this License, the Commission is not conveying, and this License does not convey, to Licensee and 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 or replace the Facility.

1.5 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. Licensee shall remain liable for payment of any License fees which remain due and owing after termination.

### 3. License Charge and Fees

3.1 Licensee shall pay the Commission an annual license fee of One Thousand Five Hundred (\$1,500) Dollars ("Initial License Fee"). The first annual payment shall be due on January 1, 2024.

3.2 The Initial License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 6<sup>th</sup> year (January 1, 2029), the Initial License Fee shall increase an additional 5% ("Increased License Fee). That Increased License Fee shall continue each succeeding year for a period of five (5) years. At the beginning of the 11<sup>th</sup> year (January 1, 2034), the Increased License Fee shall increase an additional 5% (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 to the Commission must be provided.

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 cost and 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 the Licensee must pay.

**Commented [KK1]:** The prior/current license included a picture of the fence. Is this still an issue? Does the Commission want similar language in here?

**Commented [KK2R1]:**

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 and prior to access.

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 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.

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 (including attorney fees and costs and expert witness fees and costs), 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 United States and/or 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 by either party.

## 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, including, but not limited to the Original 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. Venue for any disputes under this License shall lie in Oakland County, 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.

**Commented [KK3]:** There is a section in the old lease entitled "Additional Terms, Conditions and Requirements"; does the Commission want to include those here?

[Remainder of this page intentionally left blank]

PAINT CREEK TRAILWAYS COMMISSION

\_\_\_\_\_  
By:  
Its: Chairperson

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 20\_\_, by,  
\_\_\_\_\_, the Chairperson 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

SOLARONICS, Inc. ("Licensee")

\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Solaronics, Inc.  
on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, State of Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Oakland County, Michigan

**Exhibit A**

(Legal Description of Licensed Premises and Adequate Description of Facility and Purpose)

**Exhibit B**  
(Insurance Requirements as Determined by Risk Manager)



4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
Paintcreektrail.org

## **MEMO**

To: Commissioners, Alternates, & Staff  
From: Tom Correll, Trail Manager  
Subject: Dutton Rd Construction Request  
Date: October 12, 2023

### **Dutton Rd Construction Request**

Trail Manager Correll met with Wayne Dabrowski, the Project Engineer with the Road Commission for Oakland County on Wednesday, October 11<sup>th</sup>. They are getting close to the trail closure portion of the project (approximately the end of the week of October 16<sup>th</sup>) and originally requested permission to create a detour while closing the trail for a one-to-two week stretch.

After deliberating, it was determined that that would be a costly and potentially unsafe solution. The road commission then presented the following two request options:

1. Permit a 5 day consecutive closure of the paint creek trail vs the 3 non consecutive days
- Or**
2. Permit the 3 day closure to be consecutive.

Trail Manager Correll will contact the senior project engineer on Wednesday the 18<sup>th</sup> after discussions with the commission.



# INFO MEETING WILL BE NOV. 1 FOR PLANNED DUTTON ROAD BRIDGE REPLACEMENT

The Road Commission for Oakland County (RCOC), in partnership with the City of Rochester Hills and Oakland Township, will conduct a public information meeting Tuesday, Nov. 1, about the planned 2023 replacement of the Dutton Road bridge over the Paint Creek on the border of the two communities.

## **MEETING DETAILS**

**Date/time:** Tuesday, Nov. 1, 4 p.m. to 7 p.m.

**Meeting details:** The meeting will be open-house format; there will not be a formal presentation. Anyone interested can review plans and talk with RCOC staff at any time during the meeting.

**Location:** Rochester Adams High School cafeteria, 3200 W. Tienken Road in Rochester Hills.

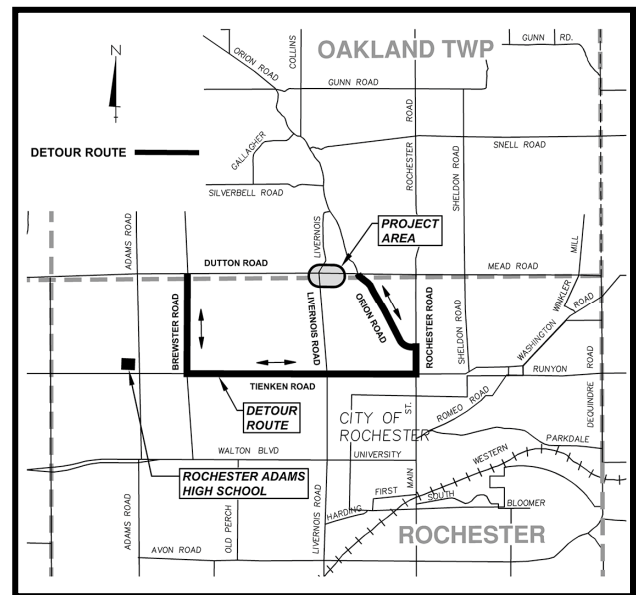
## **PROJECT DETAILS**

The project will include:

- Replacement of the deteriorated Dutton Road bridge over the Paint Creek (just east of Livernois Road) with a wider bridge that will accommodate pedestrians.
- Placement of curbs, gutters, guardrails and paved shoulders on the section of Dutton to be paved.
- The paved shoulder on the north side of Dutton Road will connect the existing Paint Creek Trail parking lot to the trail.
- Approximately 30 trees must be removed as part of the project (this section of Dutton is designated as a Natural Beauty Road).

## **IMPACT ON TRAFFIC**

- Dutton Road will be closed to through traffic from Orion Road to Livernois Road during the project.
- During the closure, the detour route for through traffic will be Brewster Road to Tienken Road to



Rochester Road to Orion Road and back to Dutton Road and vice versa.

- Access to homes and businesses will be maintained at all times, but the road will be completely closed at the bridge.
- The Paint Creek Trail will be closed at Dutton Road for two days in the fall of 2023.

## **SCHEDULE**

- Utility relocation will take place in the winter and spring of 2023.
- Bridge and road work will start in July 2023 and be completed in November 2023.

## **PROJECT COST AND FUNDING**

The project will cost approximately \$2.6 million and will be paid for with federal funds as well as RCOC and City of Rochester Hills dollars.

*The public is asked to provide comments or concerns regarding the project plans, including the short-term closure of the Paint Creek Trail, to the RCOC Design Division by Nov. 15, 2022, either at the meeting or via email at [design@rcoc.org](mailto:design@rcoc.org). The project was determined to have*

**For general information:**

**Call RCOC's Department of Customer Services at (877) 858-4804 or send us an email at [dcsmail@rcoc.org](mailto:dcsmail@rcoc.org) or via the RCOC Website, [www.rcocweb.org](http://www.rcocweb.org)**



4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
Paintcreektrail.org

**MEMO**

To: Commissioners, Alternates, & Staff  
From: Tom Correll, Trail Manager  
Subject: 2024 Draft Budget  
Date: October 11, 2023

**2024 Draft Budget v1.0**

A draft budget for review and edits is included in your packet. Trail Manager Correll will make edits throughout the next month to present a budget for approval at the November 2023 meeting.

2024 Draft Operations Budget  
October 2023

								2022	2023	2024	Difference	2025
								Final	Approved	Draft	from 2023	Projected
<b>REVENUE</b>												
Member Unit Contribution for Commission and Office Operations and Staff								\$73,440	\$74,909	\$76,782	\$1,873	\$77,152
	Rochester			19,288	0.03%							
	Rochester Hills			19,288								
	Oakland Township			19,288								
	Orion Township			19,288								
Member Unit Contribution for Patrol Program, based on community mileage								\$15,901	\$19,500	\$19,881	\$381	\$19,883
	Rochester			1,533								
	Rochester Hills			3,284								
	Oakland Township			11,836								
	Orion Township			2,847								
Member Unit Contribution for Commission and Office Operations and Staff								n/a	\$5,000	\$0	\$5,000	\$0
	Rochester											
	Rochester Hills											
	Oakland Township											
	Orion Township											
Interest								\$300	\$300	\$300	\$0	\$300
Adopt-a-Trail								\$0	\$0	\$0	\$0	\$0
Trailways Saleable Items								\$0	\$0	\$0	\$0	\$0
Miscellaneous/Donations								\$200	\$200	\$250	\$50	\$200
Transfer from Legal Services								\$11,500	\$11,500	\$11,500	\$0	\$11,500
Trail Brochure Sponsorship								\$0	\$0	\$3,000	\$3,000	\$0
National Trails Day Sponsorship								\$500	\$500	\$500	\$0	\$500
Labor Day Bridge Walk Donations								\$0	\$0	\$750	\$750	\$750
Labor Day Bridge Walk Sponsorship								\$1,000	\$1,000	\$2,000	\$1,000	\$2,000
40th Anniversary Celebration Sponsorship								n/a	\$2,500	n/a	\$2,500	\$0
Bench/Trail Amenity Donations								\$1,250	\$2,500	\$2,500	\$0	\$1,500
Temporary Permit Fees								\$70	\$70	\$70	\$0	\$100
Transfer from Fund Balance (Rent, CFGR & SE Roch Cost Estimate)								n/a	\$6,900	\$0	\$0	\$0
Program/Project Grants								\$0	\$0	\$0	\$0	\$0
MMRMA Asset Distribution								\$1,300	\$1,300	\$1,300	\$0	\$1,300
								\$105,461	\$126,179	\$118,833	-\$7,346	\$115,185
<b>EXPENSES</b>												
<b>Office</b>												
Telephone and Computer Network Services								\$550	\$550	\$650	-\$100	\$650
Office Furnishings								\$400	\$250	\$502	-\$252	\$500
Office Materials & Supplies								\$975	\$975	\$1,350	-\$375	\$1,200
Office Operating Expenses								\$1,750	\$1,250	\$1,500	-\$250	\$1,500
Rent								\$6,250	\$7,650	\$7,650	\$0	\$7,000
Postage								\$500	\$225	\$500	-\$275	\$500
Office & Trail Equipment								\$925	\$2,700	\$2,000	\$700	\$1,000
Bench donations								\$1,250	\$2,500	\$2,500	\$0	\$2,500
Restroom Maintenance								\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>								\$12,600	\$16,100	\$16,652	-\$552	\$14,850

2024 Draft Operations Budget  
October 2023

<b>Staff Travel/Training/Development</b>						<b>2022</b>	<b>2023</b>	<b>2024</b>	Difference	<b>2025</b>
Travel/Mileage						\$350	\$150	\$400	-\$250	\$400
Education/Memberships						\$250	\$150	\$350	-\$200	\$300
Per Diems						\$5,500	\$5,500	\$5,500	\$0	\$5,500
<b>Subtotal</b>						<b>\$6,100</b>	<b>\$5,800</b>	<b>\$6,250</b>	<b>-\$450</b>	<b>\$6,200</b>
<b>Insurance/Professional Services (other than legal)</b>										
Auditing Fee						\$3,800	\$4,000	\$4,100	-\$100	\$4,000
Insurance (MMRMA)						\$4,100	\$4,200	\$4,300	-\$100	\$4,300
Worker's Compensation Insurance						\$900	\$900	\$1,000	-\$100	\$1,000
Recorders Fee						\$3,120	\$3,120	\$4,200	-\$1,080	\$4,200
<b>Subtotal</b>						<b>\$11,920</b>	<b>\$12,220</b>	<b>\$13,600</b>	<b>-\$1,380</b>	<b>\$13,500</b>
<b>Publicity/Raising awareness/Educational Projects</b>										
Trailways Student Project						\$500	\$200	\$550	-\$350	\$0
Brochures						\$0	\$0	\$3,000	-\$3,000	\$1,500
Trail Promotional Items						\$1,100	\$500	\$1,250	-\$750	\$1,500
Labor Day Bridge Walk						\$1,000	\$1,000	\$1,100	-\$100	\$1,000
National Trails Day						\$500	\$500	\$500	\$0	\$500
Trail Etiquette Program						\$300	\$150	\$450	-\$300	
Recognition Ceremony						\$25	\$200	\$300		
<b>Subtotal</b>						<b>\$3,425</b>	<b>\$2,550</b>	<b>\$7,150</b>	<b>-\$4,600</b>	<b>\$4,500</b>
<b>Administrative Personnel</b>										
Wages - Manager						\$34,470	\$35,608	\$35,568	\$40	\$36,816
Longevity Salary - Trail Manager						\$1,000	\$1,059	\$0	\$1,059	\$1,000
FICA/MESC - Manager						\$2,713	\$2,724	\$2,721	\$3	\$2,816
Wages - Part-time Administrative Assistant						\$10,541	\$9,641	\$9,984	-\$343	\$9,984
Longevity Salary - Admin. Asst.						\$800	\$0	\$0	\$0	\$0
FICA/MESC - Admin. Asst.						\$868	\$737	\$764	-\$27	\$764
<b>Subtotal</b>						<b>\$50,392</b>	<b>\$49,769</b>	<b>\$49,037</b>	<b>\$732</b>	<b>\$51,380</b>
<b>Trail Projects</b>										
Signage Project						\$0	\$0	\$0	\$0	\$0
Trail Improvement Project - South Rochester						\$0	\$1,500	\$0	\$1,500	\$0
Property Acquisition Projects						\$0	\$0	\$0	\$0	\$0
Bridge 33.7/Resurfacing Ribbon						n/a	n/a	n/a	\$0	\$0
Moutrie Pollinator Garden Ribbon Cutting Ceremony						\$0	\$0	\$0	\$0	\$0
Fence & Railing Replacement						n/a	n/a	n/a	\$0	\$0
Ralph C. Wilson, Jr. Foundation funds to OTPRC for Paint Creek Junction						\$0	n/a	n/a	\$0	\$0
Document Scanning						\$3850	\$0	\$4,500	-\$4,500	\$0
PCT Website Redesign						n/a	\$10,000	\$0		\$0
40th Anniversary Celebration						n/a	\$2,500	\$0		\$0
<b>Subtotal</b>						<b>\$3,850</b>	<b>\$14,000</b>	<b>\$4,500</b>	<b>\$9,500</b>	<b>\$0</b>
<b>Patrol Program</b>										
Wages - PCTC Bike Patrol						\$5,073	\$5,225	\$5,330	-\$105	\$5,596
FICA/MESC-Bike Patrol						\$388	\$400	\$408	-\$8	\$428
Contracted Mounted Patrol Services						\$10,217	\$13,575	\$13,845	-\$270	\$13,845
Commission Contribution to Bike Patrol Services						\$0	\$0	\$0	\$0	\$0
Bike Patrol Equipment & Misc						\$223	\$250	\$298	-\$48	\$300
<b>Subtotal</b>						<b>\$15,901</b>	<b>\$19,450</b>	<b>\$19,881</b>	<b>-\$431</b>	<b>\$20,169</b>

2024 Draft Operations Budget  
October 2023

								2022	2023	2024	Difference	2025
<b>Printing/Logo Expenses</b>												
Trail Saleable Items								\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>								<b>\$0</b>	<b>\$0</b>		\$0	<b>\$0</b>
<b>Miscellaneous/Contingency</b>								\$1273	\$1,790	\$1,763	\$27	\$0
Transfer to Community Foundation for Greater Rochester								n/a	\$4,500	n/a		\$0
<b>Transfer to fund balance</b>								\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>								<b>\$1,273</b>	<b>\$6290</b>	<b>\$1,763</b>	<b>\$4,527</b>	<b>\$0</b>
<b>Total Expenses</b>								<b>\$105,461</b>	<b>\$126,179</b>	<b>\$118,833</b>	<b>\$7,346</b>	<b>\$110,599</b>
<b>Revenue minus Expenses</b>								<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,586</b>
<b>Legal Services Project Budget</b>												
								2022	2023	2024	Difference	2025
<b>REVENUES</b>												
Member Unit Contribution								\$0	\$0	\$0	\$0	
License Fees								\$14,000	\$14,000	\$14,000	\$0	
License Fees Paid in Advance								\$0	\$0	\$0	\$0	
Transfer From Fund Balance								\$1500	\$1,500	\$0		
New License Preparation Fees								\$0	\$0	\$0	\$0	
<b>Total Revenue</b>								<b>\$15,500</b>	<b>\$15,500</b>	<b>\$14,000</b>	<b>-\$1,500</b>	<b>\$0</b>
<b>EXPENSES</b>												
Legal Retainer								\$0	\$0	\$0	\$0	
License Preparation Fees								\$2000	\$2,000	\$0	\$2,000	
Transfer to Operating Budget								\$11,500	\$11,500	\$11,500	\$0	
Advance License Fees Carried Forward								\$0	\$0	\$0	\$0	
Legal Services								\$1,500	\$1,500	\$1,500	\$0	
Unallocated								\$500	\$500	\$1,000	-\$500	
<b>Total Expenses</b>								<b>\$15,500</b>	<b>\$15,500</b>	<b>\$14,000</b>	<b>\$1,500</b>	<b>\$0</b>
<b>Revenue Minus Expenses - Legal</b>								<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Special Project Budget - Bridge 33.7 Renovation Project</b>												
								2022	2023	2024		2024
<b>Source of Funds</b>												
Paint Creek Trailways Commission Fund Balance								\$7,819	\$0	\$0		\$0
Member Unit Contributions								\$0	\$0	\$0		\$0
MNRTF Reimbursement								n/a	\$0	\$0		\$0
Ralph C. Wilson Foundation								\$0	\$0	\$0		\$0
<b>Total Revenue</b>								<b>\$7,819</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>EXPENSES</b>												
Bridge 33.7 Renovation								\$7,819	\$0	\$0		\$0
Legal Services								\$0	\$0	\$0		\$0
Tree Removal								n/a	\$0	\$0		\$0
Design Engineering								\$0	\$0	\$0		\$0
Construction Engineering								\$0	\$0	\$0		\$0

2024 Draft Operations Budget  
October 2023

Soundpost Audio Sign							\$0	\$0	\$0		\$0
Recognition Plaques							n/a	\$0	\$0		\$0
MNRTF Reimbursement to OTPRC							n/a	\$0	\$0		\$0
Stairway at Bridge 33.7							n/a	\$0	\$0		\$0
				<b>Total Expenses</b>			<b>\$7,819</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Special Project Budget - Pollinator Garden</b>							<b>2022</b>	<b>2023</b>	<b>2024</b>		<b>2024</b>
<b>Source of Funds</b>											
Paint Creek Trailways Commission Fund Balance							\$0	\$0	\$0		\$0
Friends of the Paint Creek Trail							\$0	\$0	\$0		\$0
Donation							\$0	\$0	\$0		\$0
Community Foundation of Greater Rochester							n/a	\$0	\$0		\$0
Weigand's Nursery							n/a	\$0	\$0		\$0
				<b>Total Revenue</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Expenses</b>											
Deposit							\$0	\$0	\$0		\$0
Temporary Sign							\$0	\$0	\$0		\$0
Split Rail Fence							n/a	\$0	\$0		\$0
Garden Construction							n/a	\$0	\$0		\$0
Reimbursement to PCT Friends for Weigand's							n/a	\$0	\$0		\$0
Informational Sign							n/a	\$0	\$0		\$0
Bike Rack							\$0	\$0	\$0		\$0
				<b>Total Expenses</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Special Project Budget - Bridge 31.7 Renovation Project</b>							<b>2022</b>	<b>2023</b>	<b>2024</b>		<b>2024</b>
<b>Source of Funds</b>											
Paint Creek Trailways Commission Fund Balance							n/a	\$0	\$0		\$0
Member Unit Contributions							n/a	\$0	\$0		\$0
Friends of the Paint Creek Trail							n/a	\$1051	\$0		\$0
Community Foundation for Southeast Michigan							n/a	\$50000	\$0		\$0
				<b>Total Revenue</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>EXPENSES</b>											
Design Engineering							n/a	\$51,700	\$0		\$0
Ecological Services							n/a	\$16,000	\$0		\$0
				<b>Total Expenses</b>			<b>\$0</b>	<b>\$51,700</b>	<b>\$0</b>		<b>\$0</b>
2022 Unrestricted Fund Balance							\$ 93,432.00				
2023 Unrestricted Additions							\$ -				
2023 Unrestricted Subtractions (Rent, CFGR & Legal)							\$0				
						Balance	<b>\$ 93,432.00</b>				
2023 Total Restricted Funds for future expenditures											
	Rochester Art Project - Maintenance fund					\$ 720					

2024 Draft Operations Budget  
October 2023

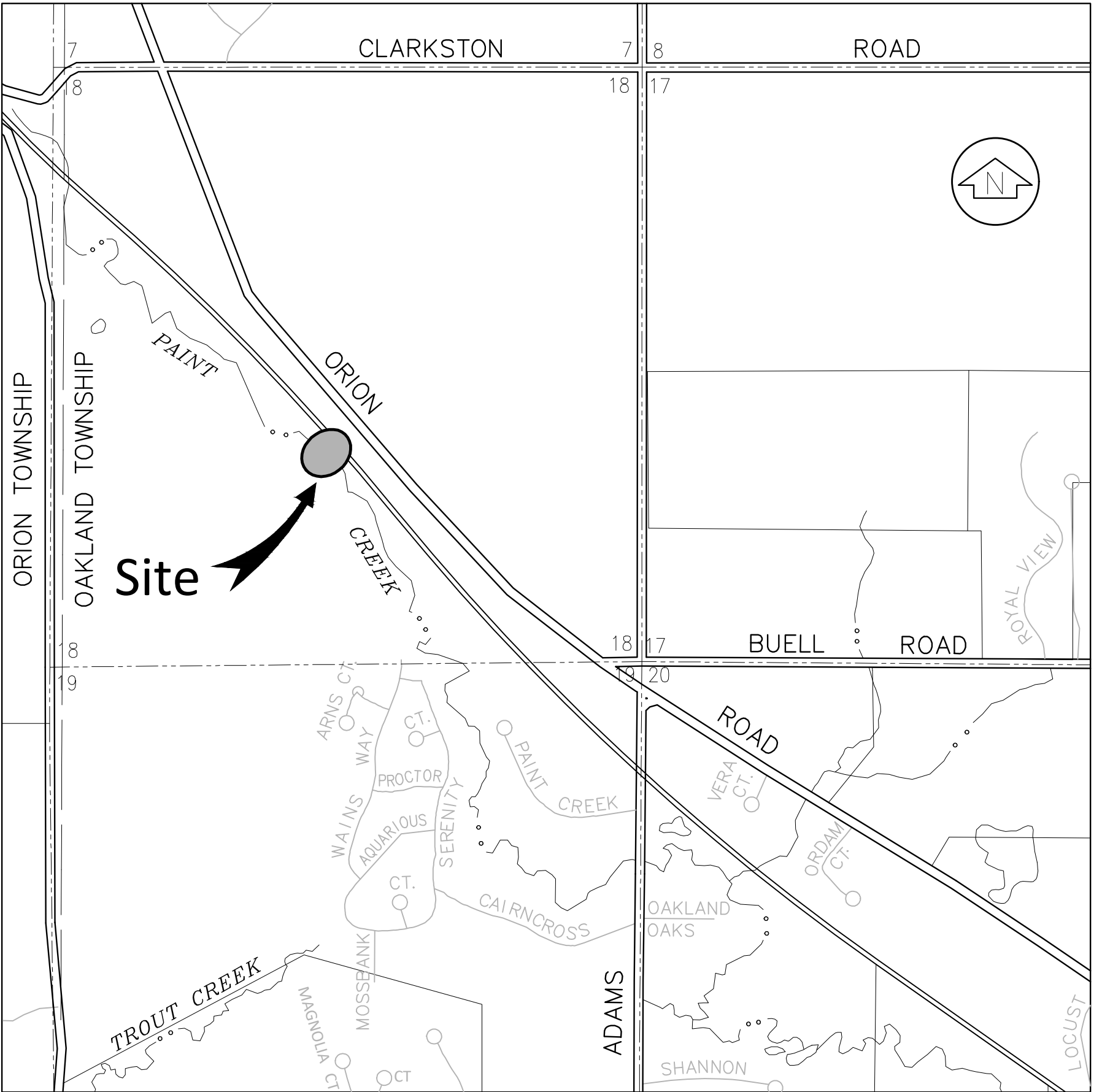
	Art Project Brochure (Greenbaum)						\$ 100				
	Moutrie Pollinator Garden Maintenance						\$ 841				
					Subtotal		\$ 1,661				
2023 Unrestricted Fund Balance							\$ 93,432.00				
2023 Restricted Fund Balance							\$ 1,661.00				
2023 Total Fund Balance (as of 10/20/22)							\$ 95,093.00				



Prepared For:  
MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
IN COOPERATION WITH THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION

FOR THE  
PAINT CREEK BRIDGE  
POLLY ANN & PAINT CREEK TRAIL SYSTEM  
BALD MOUNTAIN RECREATION AREA

MDOT JOB NUMBER: 216903 DTMB FILE NO.: 751/2101017 .BDW



Location Map  
N.T.S.

Project Location:  
South 1/2 of Section 18, T.4N., R. 11 E.  
Oakland Township, Oakland County, Michigan

PROJECT PERMITS

SOIL EROSION CONTROL PERMIT  
CONTRACTOR SHALL OBTAIN SESC PERMIT FROM THE DTMB PRIOR TO COMMENCEMENT OF ANY SOIL DISTURBANCE ON THE PROJECT.

EGLE/USACE JOINT PERMIT  
A PERMIT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY IS REQUIRED FOR PROPOSED DISTURBANCE WITHIN PAINT CREEK EMBANKMENT AND INSTALLATION OF PEDESTRIAN FOOTBRIDGE OVER THE STREAM/RIVER. CONTRACTOR SHALL COORDINATE WITH EGLE TO OBTAIN THIS PERMIT.

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (DLARA)  
PERMITS FROM DLARA ARE REQUIRED FOR INSTALLATION OF PROPOSED FOOT BRIDGE. CONTRACTOR SHALL COORDINATE WITH DLARA TO OBTAIN THIS PERMIT, PAY ALL FEES AND COORDINATE INSPECTIONS.

RIGHT-OF-WAY PERMIT  
A PERMIT FROM THE PAINT CREEK TRAILWAYS COMMISSION (PCTC) IS REQUIRED FOR ALL WORK PROPOSED WITHIN THE TRAIL RIGHT-OF-WAY. CONTRACTOR SHALL COORDINATE WITH THE PCTC TO OBTAIN THIS PERMIT, PAY ALL FEES AND COORDINATE INSPECTIONS.

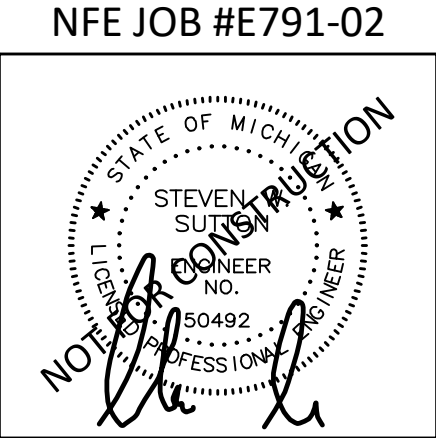


THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD AND SPECIFICATIONS FOR CONSTRUCTION, THE 2020 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES THE AASHTO A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS, 6TH EDITION, AND THE AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES, 2020, 4TH EDITION.

REVISIONS:

Civil Engineer  
Nowak & Fraus Engineers  
46777 Woodward Avenue  
Pontiac, Michigan 48342

Contact: Mr. Steven Sutton, P.E.  
Phone: (248) 332-7931  
Fax: (248) 332-8257  
E-mail: swsutton@nfe-engr.com



**NFE ENGINEERS**  
Civil Engineers  
Land Surveyors  
Land Planners  
NOWAK & FRAUS ENGINEERS  
46777 Woodward Ave.  
Pontiac, MI 48342-5032  
Tel. (248) 332-7931  
Fax. (248) 332-8257  
WWW.NOWAKFRAUS.COM







**FLOOD HAZARD NOTE**  
THE LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE LIMITS OF 100-YEAR FLOODWAY HAVE BEEN DELINEATED ON THE SURVEY PER THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0239F BEARING AN EFFECTIVE DATE OF 09-29-2006.

**TREE SURVEY**  
A FULL TREE SURVEY WAS NOT COMPLETED FOR THIS SITE. THE CONTRACTOR SHALL FIELD VERIFY THE LIMITS OF ALL PROJECTED AREAS, FOR AN UNDERSTANDING OF THE TREE AND BRUSH COVERAGE.

**TOPOGRAPHIC SURVEY NOTES**  
ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.  
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.  
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

**BORING LEGEND**

SB#1 B-1 TEST BORING

**SURFACE LEGEND**

EXISTING 100-YEAR FLOODWAY  
EXISTING CONCRETE PAVEMENT  
EXISTING GRAVEL SURFACE

**LEGEND**

MANHOLE EXISTING SANITARY SEWER  
HYDRANT GATE VALVE EXISTING WATERMAIN  
MANHOLE CATCH BASIN EXISTING STORM SEWER  
EX. R. Y. CATCH BASIN  
UTILITY POLE GUY POLE EXISTING BURIED CABLES  
OVERHEAD LINES  
EXISTING GAS MAIN  
LIGHT POLE  
SIGN  
SRINKLER VALVE  
EX. TREE TAG

**CIVIL ENGINEER**  
Civil Engineers  
Land Surveyors  
Land Planners  
46777 Woodward Avenue  
Pentice, MI 48342-5032  
Tel. (248) 332-7931  
Fax. (248) 332-8257



**PROJECT DESCRIPTION**  
**PAINT CREEK BRIDGE**  
**POLLY ANN & PAINT CREEK TRIAL SYSTEM**  
BALD MOUNTAIN RECREATIONAL AREA

**BOUNDARY AND TOPOGRAPHIC SURVEY**

PROJECT NO. 75121017.BDW  
INDEX  
PCA  
DRAWN BY  
DESIGNED BY  
JO/ENG BY  
PK  
SWS

**C-2**

**STATE OF MICHIGAN**  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATES FACILITIES ADMINISTRATION  
**DESIGN AND CONSTRUCTION DIVISION**  
ADAM P. LACH, RA, DIRECTOR

11/17/2022	Phase 500 - 90% Review
05/10/2022	EGLE - JPA Permit
08/27/2021	EGLE - JPA Permit
08/08/2021	Phase 500 - 50% Review
DATE	Review

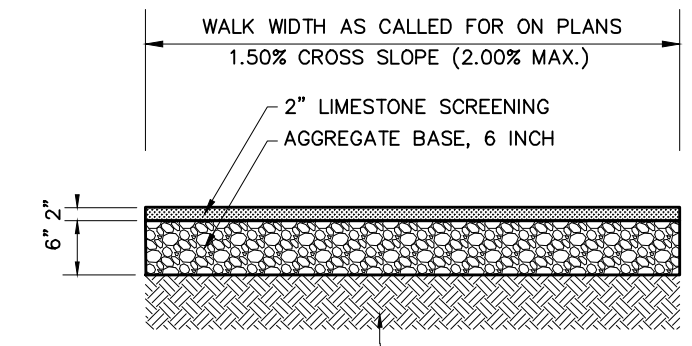
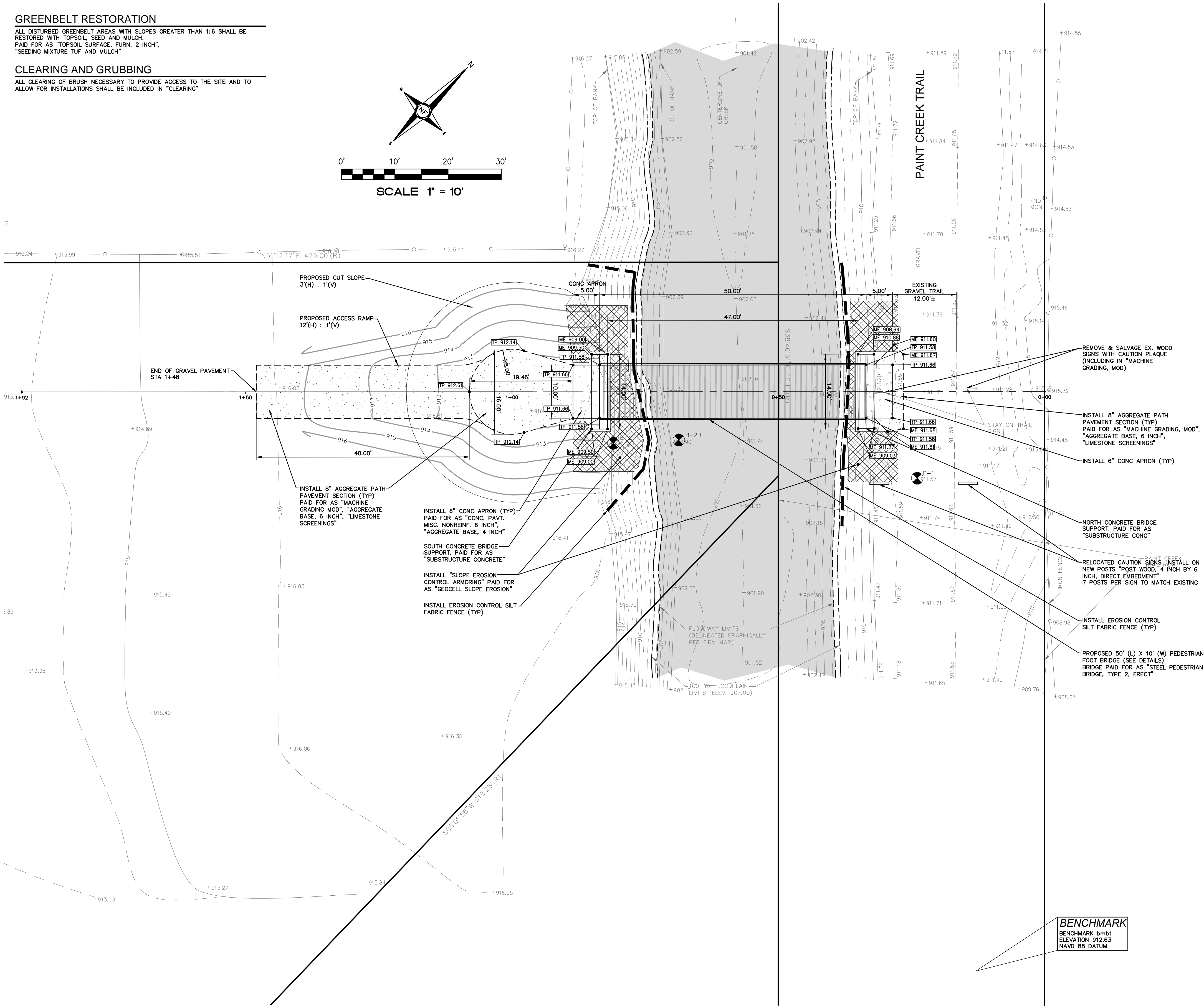


GREENBELT RESTORATION

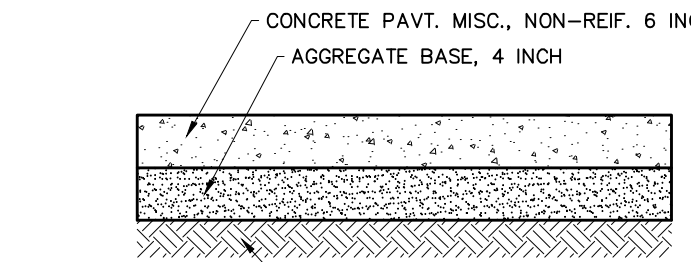
ALL DISTURBED GREENBELT AREAS WITH SLOPES GREATER THAN 1:6 SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH.  
PAID FOR AS "TOPSOIL SURFACE, FURN, 2 INCH",  
"SEEDING MIXTURE TUF AND MULCH"

CLEARING AND GRUBBING

ALL CLEARING OF BRUSH NECESSARY TO PROVIDE ACCESS TO THE SITE AND TO ALLOW FOR INSTALLATIONS SHALL BE INCLUDED IN "CLEARING"



AGGREGATE PATHWAY SECTION  
N.T.S.



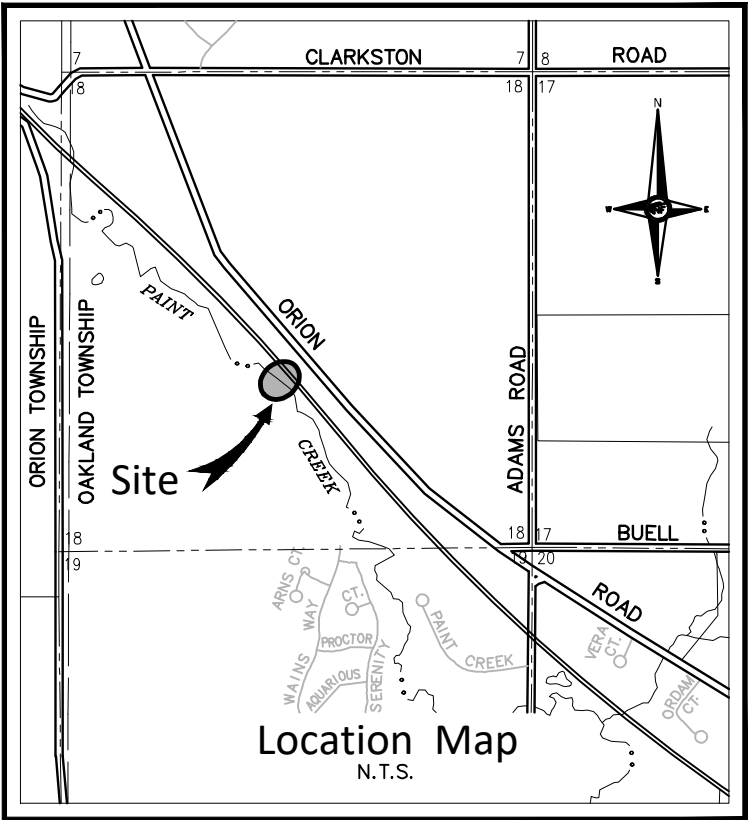
6" NON-REINFORCED CONCRETE SECTION  
N.T.S.

**FLOOD HAZARD NOTE**  
THE LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE LIMITS OF 100-YEAR FLOODWAY HAVE BEEN DELINEATED ON THE SURVEY PER THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0239F BEARING AN EFFECTIVE DATE OF 09-29-2006.

PAVING LEGEND	
	PROPOSED CONCRETE PAVEMENT
	PROPOSED GRAVEL PAVEMENT

LEGEND	
	MANHOLE
	HYDRANT
	MANHOLE CATCH BASIN
	UTILITY POLE
	GUY POLE
	GATE VALVE
	INLET
	EXISTING SANITARY SEWER
	SAN. CLEAN OUT
	EXISTING WATERMAIN
	EXISTING STORM SEWER
	EX. R. Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN
	PR. SANITARY SEWER
	PR. WATER MAIN
	PR. STORM SEWER
	PR. R. Y. CATCH BASIN
	PROPOSED LIGHT POLE
	PR. TOP OF CURB ELEVATION
	PR. GUTTER ELEVATION
	PR. TOP OF WALK ELEVATION
	PR. TOP OF P.V.M.T. ELEVATION
	FINISH GRADE ELEVATION
	MATCH EX. GRADE

**ARCHEOLOGICAL NOTE**  
IF ANY ARTIFACTS ARE DISCOVERED DURING THE CONSTRUCTION PROCESS ALL WORK IS TO STOP AND THE OWNER'S REPRESENTATIVE/PROJECT MANAGER SHALL BE NOTIFIED. ARTIFACTS OR ARCHEOLOGICAL MATERIALS ARE DEFINED AS: ABORIGINAL ANTIQUITIES AND OTHER RECORDS ON ANTIQUITY, INCLUDING MOUNDS, MINES, EARTHWORKS, VILLAGE SITES, CAMP SITES, BURIALS, HUMAN OR OTHER BONES, SHELLS, STONE IMPLEMENTS, BONE OR COPPER IMPLEMENTS, POTTERY OR SHARD OF POTTERY, OR OTHER OBJECTS RELATING TO NATIVE AMERICAN OCCUPATION; AND MORE MODERN ARTIFACTS, SUCH AS FORTS, RELICS AND OTHER ARTIFACTS RELATING TO THE HISTORIC, COLONIAL, TERRITORIAL, AND EARLY STATEHOOD PERIODS.



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**NF ENGINEERS**

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STATES FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION  
ADAM P. LACH, RA, DIRECTOR

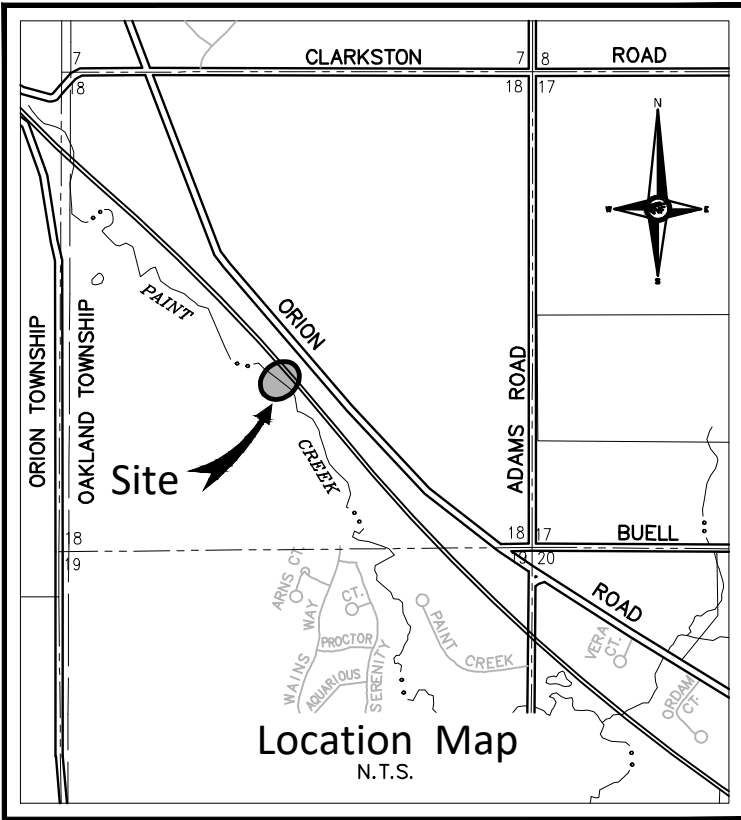
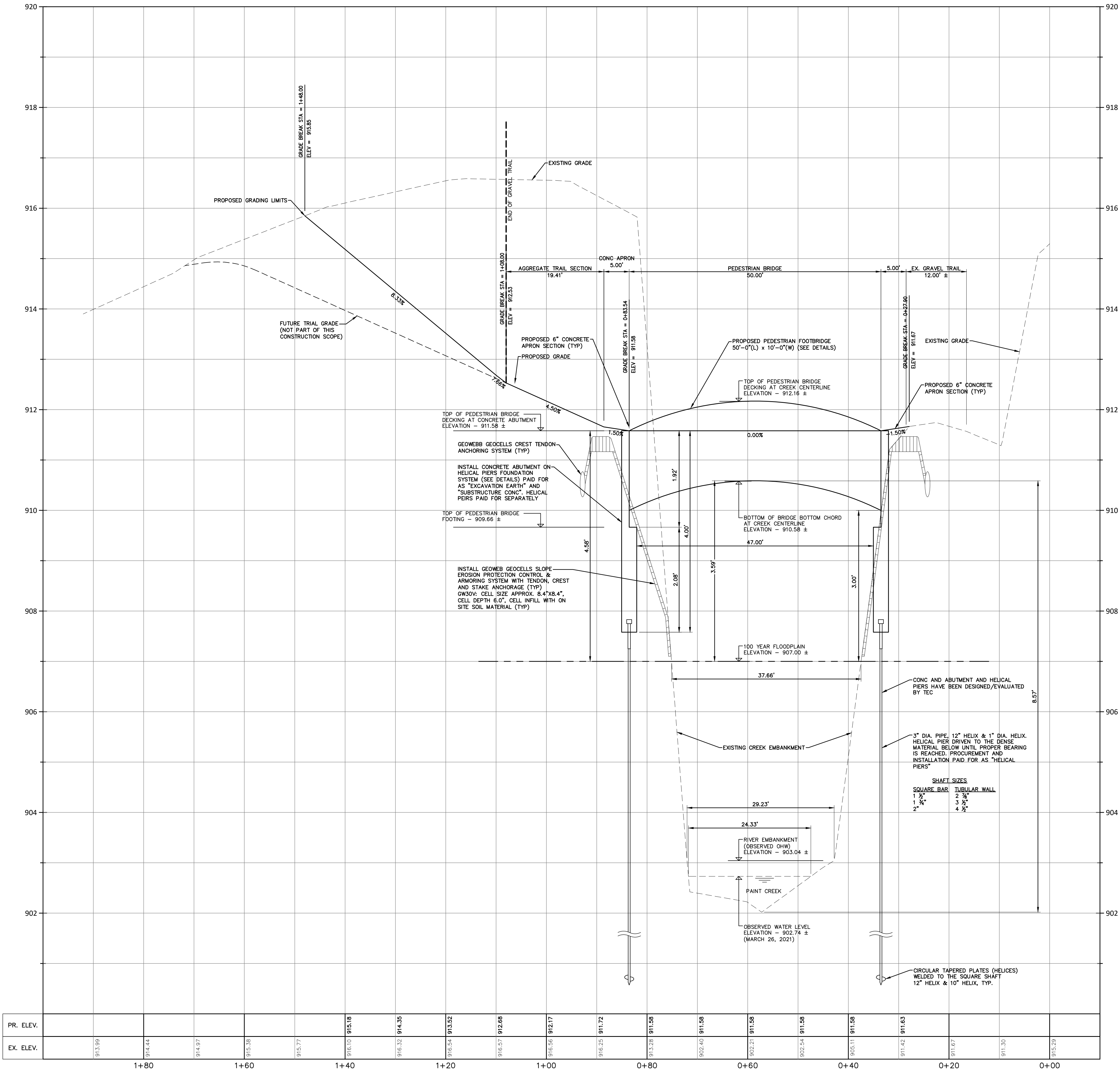
11/17/2022	Phase 500 - 90% Review
05/10/2022	EGL E JPA Permit
08/27/2021	EGL E JPA Permit
08/06/2021	Phase 500 - 50% Review
DATE	Review

PROJECT DESCRIPTION  
**PAINT CREEK BRIDGE**  
**POLLY ANN & PAINT CREEK TRIAL SYSTEM**  
BALD MOUNTAIN RECREATIONAL AREA

SITE, GRADING AND  
SOIL EROSION PLAN

PROJECT NO. 75121017.BDW	INDEX	PK	DESIGNED BY	SWS
	PCA			

**C-3**



0' 10' 20' 30'  
SCALE 1" = 10' (H), 1" = 1' (V)

**FLOOD HAZARD NOTE**  
THE LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE LIMITS OF 100-YEAR FLOODWAY HAVE BEEN DELINEATED ON THE SURVEY PER THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0239F BEARING AN EFFECTIVE DATE OF 09-29-2006.

**SOIL BORING INFORMATION**  
A SOILS REPORT HAS BEEN INCLUDED IN THE PROJECT SPECIFICATION BOOK.

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11/17/2022	Phase 500 - 90% Review	Review
05/10/2022	EGL - JPA Permit	Review
08/27/2021	EGL - JPA Permit	Review
08/08/2021	Phase 500 - 50% Review	Review
DATE		

PROJECT DESCRIPTION  
**PAINT CREEK BRIDGE**  
**POLLY ANN & PAINT CREEK TRIAL SYSTEM**  
BALD MOUNTAIN RECREATIONAL AREA

**PAINT CREEK CROSSING**  
**SECTIONS & DETAILS**

PROJECT NO. 75121017.BDW	INDEX	PK	DESIGNED BY	SWS
PCA	DRAWN BY	PK	JO/ENG BY	

C-4

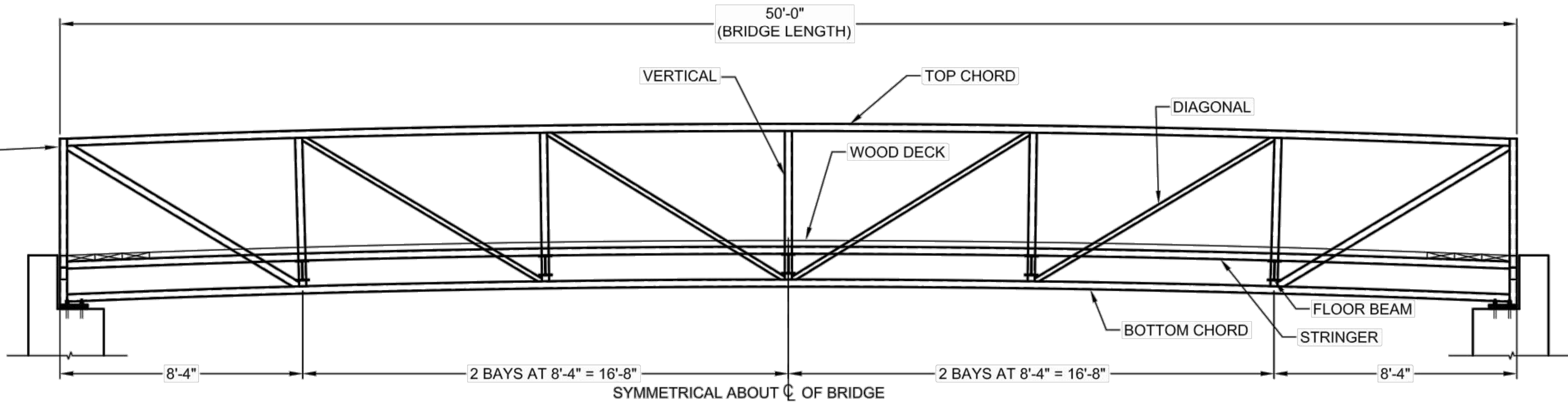


C:\USERS\CBRANDON\DESKTOP\FINAL CHECK\DIVISION\WOOD\97' X 10' WOOD H SALES.DWG 10/27/2015 3:07 PM

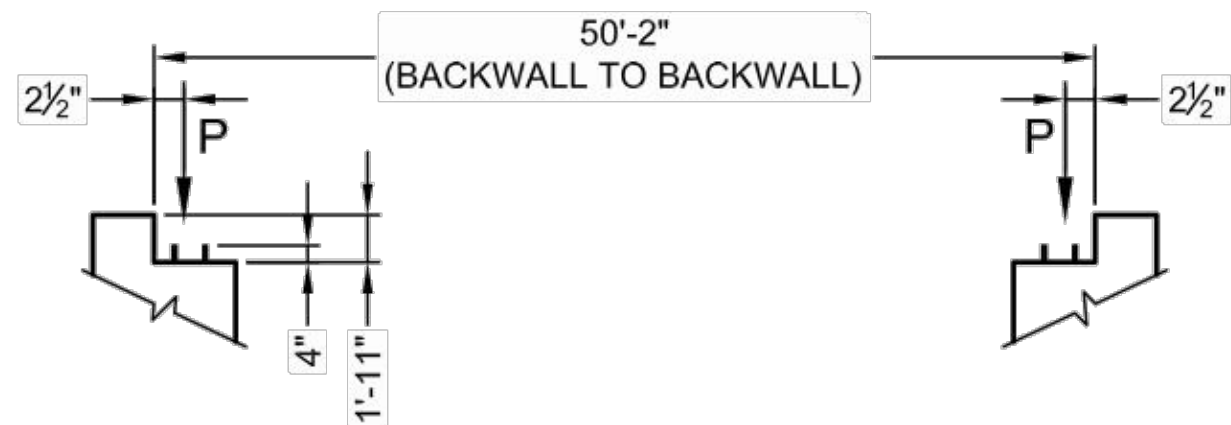
## GENERAL NOTES

- DESIGN STRESSES ARE IN ACCORDANCE WITH "STANDARD SPECIFICATION FOR HIGHWAY BRIDGES" & "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) 2009 EDITION.
- BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A242 PLATE AND STRUCTURAL SHAPES ( $F_y=50,000$  PSI).
- BRIDGE DECKING NOMINAL 3 x 12 SELECT STRUCTURAL FIR ( $F_b=1,400$  PSI min.) OR 3 x 10 SOUTHERN YELLOW PINE ( $F_b=1,300$  PSI min.). ALKALINE COPPER QUATERNARY (ACQ) TO A 0.4 PCF RETENTION OR TO REFUSAL OR AZOLE BIOCIDES (MCA) TO A 0.06 PCF RETENTION OR TO REFUSAL.
- THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.
- ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE AS DETAILED.
- UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIZE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
  - BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
  - BRACE DIAGONALS WILL BE WELDED ALL AROUND.
  - MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.
- BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
  - 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 10,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80% OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 6'-0" AND THE WHEEL BASE SHALL BE 10'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
  - 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED.
  - 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD QUARTER POINT OF THE TRANSVERSE BRIDGE WIDTH (AASHTO 3.15.3).
- CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING. SSPC-SP7-LATEST EDITION.
- MINIMUM MATERIAL THICKNESS OF 1/4" ON ALL STRUCTURAL MEMBERS.

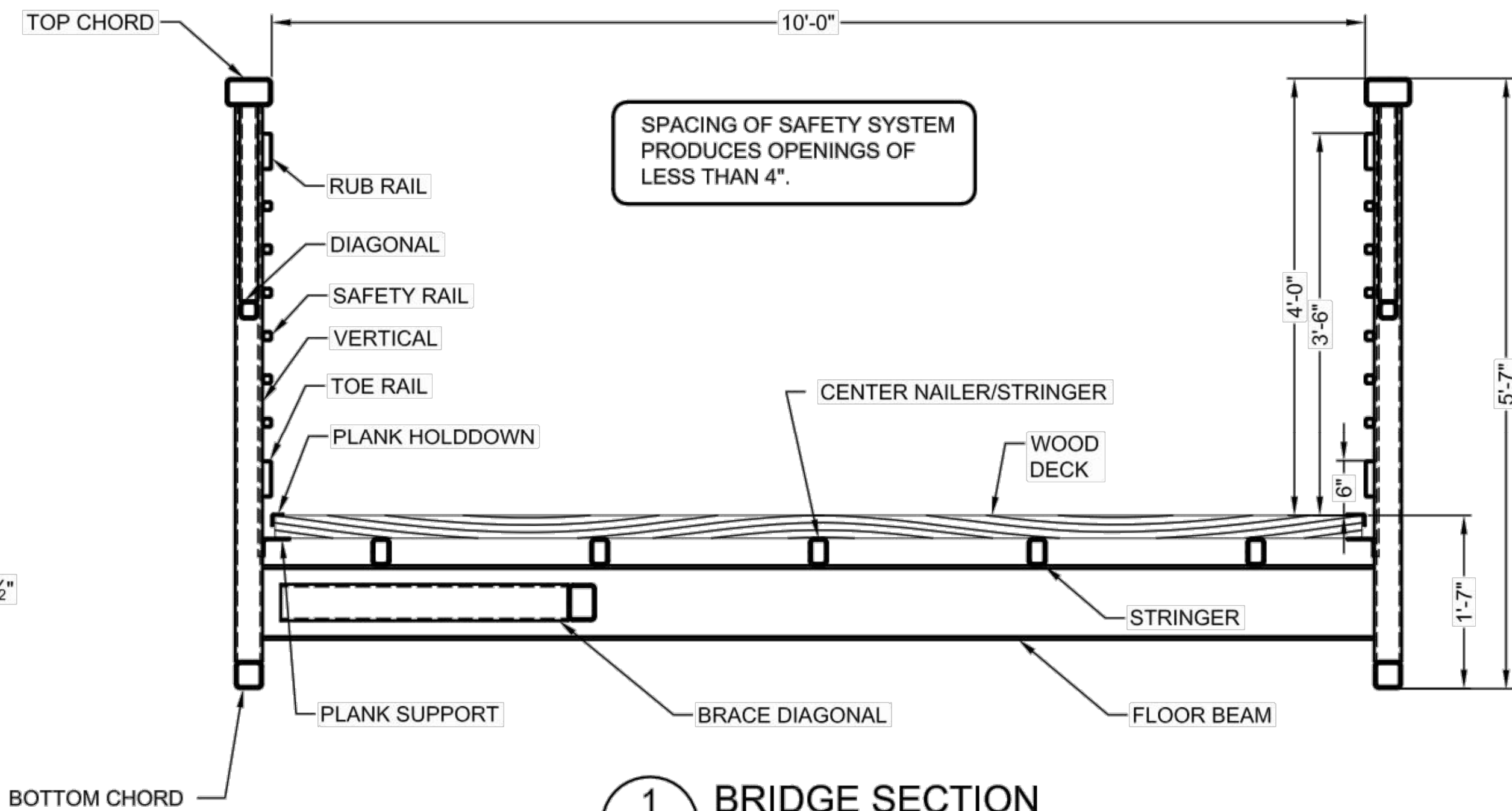
ATTACH PLAQUE W/  
10,000 LB VEHICLE  
LOAD LIMIT AND  
SERIAL NO.  
"?????-10". (1)  
PLAQUE EACH END  
OF BRIDGE.



BRIDGE ELEVATION



ANCHOR BOLT ELEVATION



1  
2  
BRIDGE SECTION

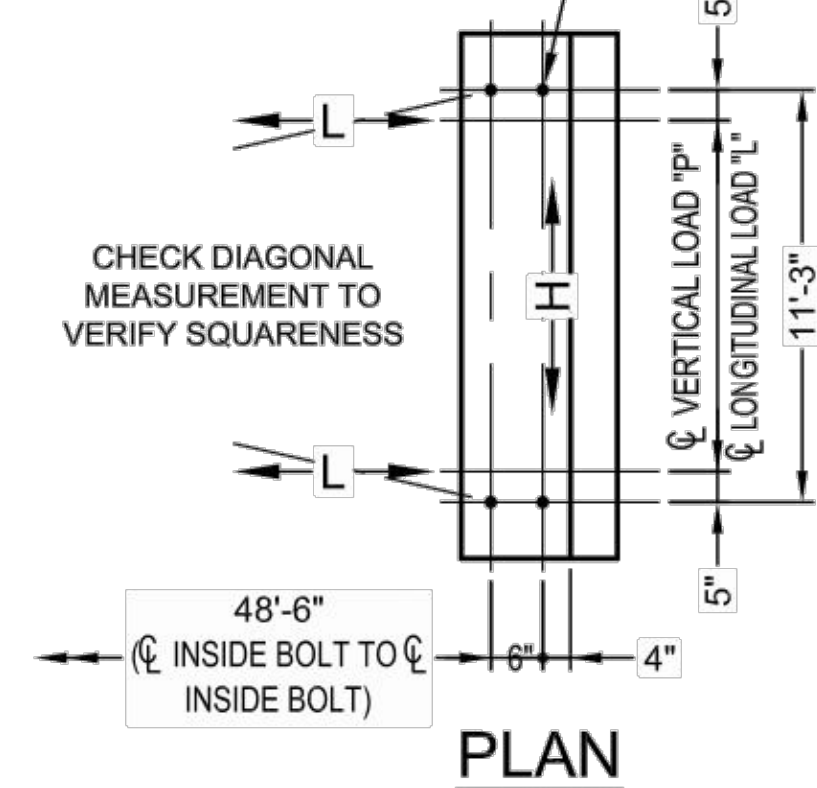
COMBINE REACTIONS AS PER LOCAL OR GOVERNING BUILDING CODES AS REQUIRED

BRIDGE REACTIONS	+ DOWNWARD LOAD - UPWARD LOAD		
	P (LBS)	H (LBS)	L (LBS)
DEAD LOAD	3,925		
UNIFORM LIVE LOAD	11,250		
VEHICLE LOAD	5,000		
WIND UPLIFT 20 PSF		-3,940	
WIND LEEWARD		-1,313	
WIND	±1,485	4,890	
THERMAL			590

"P" - VERTICAL LOAD EACH BASE PLATE (4 PER BRIDGE)  
"H" - HORIZONTAL LOAD EACH FOOTING (2 PER BRIDGE)  
"L" - LONGITUDINAL LOAD EACH BASE PLATE (4 PER BRIDGE)

BRIDGE LIFTING WEIGHT: 15,700 LBS

(8) Ø3/4" ASTM F1554 GRADE 36 GALV. ANCHOR RODS W/(2) NUTS AND (1) 2" O.D. WASHER EACH. (BY OTHERS)



PLAN

CONTECH  
FABRICATION  
DRAWING



The design and information shown on this drawing is provided as a service to the project owner, engineer and contractor by Contech Engineered Solutions LLC and is not to be used for any other purpose without the prior written consent of Contech Engineered Solutions LLC. Contech Engineered Solutions LLC expressly disclaims any liability or responsibility for such use.		If discrepancies between the supplied information and the information on this drawing are found, these discrepancies must be reported to Contech Engineered Solutions LLC immediately. Contech Engineered Solutions LLC will not be responsible for any incomplete or inaccurate information supplied by others.	
DATE	9/19/2014	DESIGNED	XXX
DRAWN	CLH	CHECKED	XXX
APPROVED	XXX	PROJECT NO.	
SEQUENCE NO.		SHEET	1 OF 3

50'-0" X 10'-0"  
STANDRAD WOOD DECK  
PEDESTRIAN BRIDGE  
CITY, STATE



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PROJECT NO. 75121017.BDW	INDEX	PK	DESIGNED BY	JO/ENG BY
PCA		PK		SWS

PROJECT DESCRIPTION  
PAINT CREEK BRIDGE  
POLLY ANN & PAINT CREEK TRIAL SYSTEM  
BALD MOUNTAIN RECREATIONAL AREA

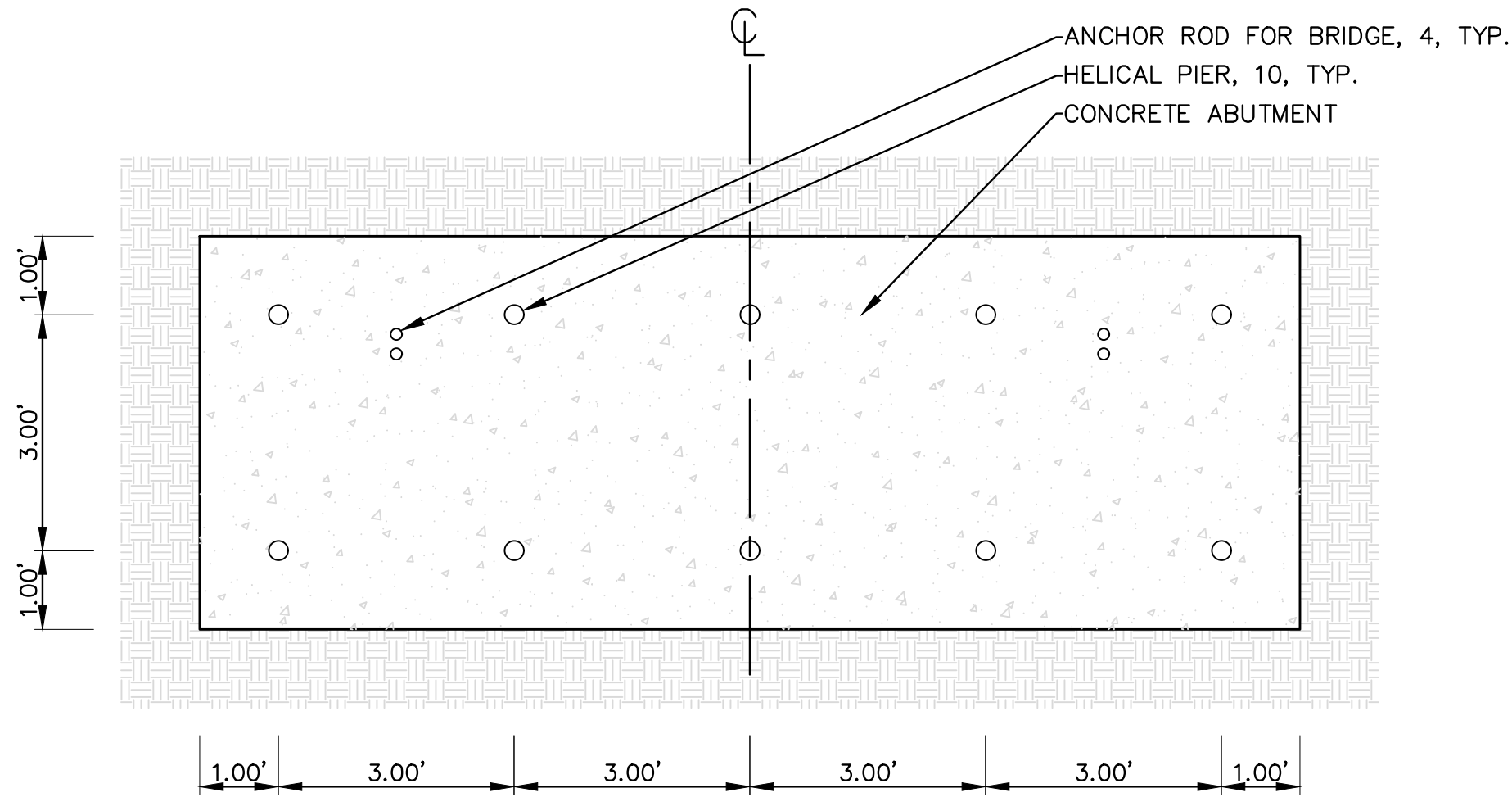
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DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
STATES FACILITIES ADMINISTRATION  
DESIGN AND CONSTRUCTION DIVISION  
ADAM P. LACH, RA, DIRECTOR

11/17/2022	Phase 500 - 90% Review	DATE	Review
05/10/2022	EGL - JPA Permit		
08/27/2021	EGL - JPA Permit		
08/06/2021	Phase 500 - 50% Review		

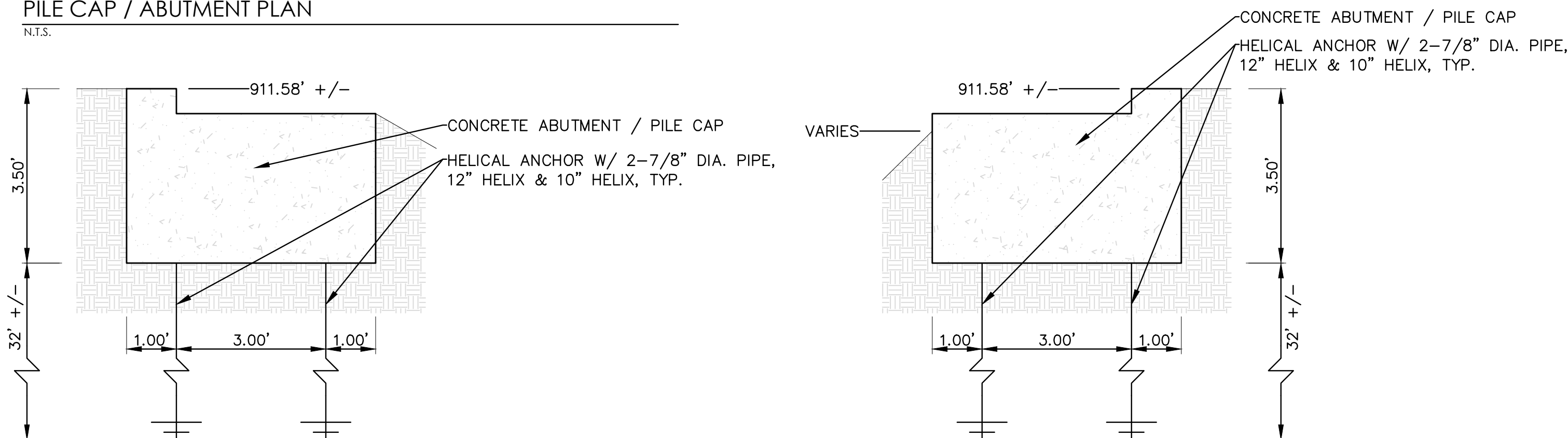
C-5

PEDESTRIAN BRIDGE  
PROCUREMENT, AND INSTALLATION OF THE PRE-MANUFACTURED BRIDGE SHALL BE PAID FOR AS "STEEL PEDESTRIAN BRIDGE, TYPE 2 ERECT."  
EXCAVATION AND PLACEMENT OF CONCRETE FOUNDATIONS AND HELICAL PIERS ARE PAID UNDER SEPARATE ITEMS.





PILE CAP / ABUTMENT PLAN  
N.T.S.



SECTION THROUGH SOUTHWEST ABUTMENT  
N.T.S.

SECTION THROUGH NORTHEAST ABUTMENT  
N.T.S.



GEOWEB Geocells tied into the ground with stakes, tendons and filled with granular infill material to stabilize embankment around the area of the bridge abutments. Helical piles can be drilled through.

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STATES FACILITIES ADMINISTRATION

DESIGN AND CONSTRUCTION DIVISION  
ADAM P. LACH, RA, DIRECTOR

DATE	REVIEW
11/17/2022	Phase 500 - 90% Review
05/10/2022	EGLLE JPA Permit
08/27/2021	EGLLE JPA Permit
08/06/2021	Phase 500 - 50% Review

PROJECT DESCRIPTION

PAINT CREEK BRIDGE  
POLLY ANN & PAINT CREEK TRIAL SYSTEM  
BALD MOUNTAIN RECREATIONAL AREA

PEDESTRIAN BRIDGE  
FOUNDATION AND SLOPE  
STABILIZATION DETAILS

PROJECT NO. 75121017.BDW	INDEX	PKA	DRAWN BY	PK	DESIGNED BY	PK	SWS

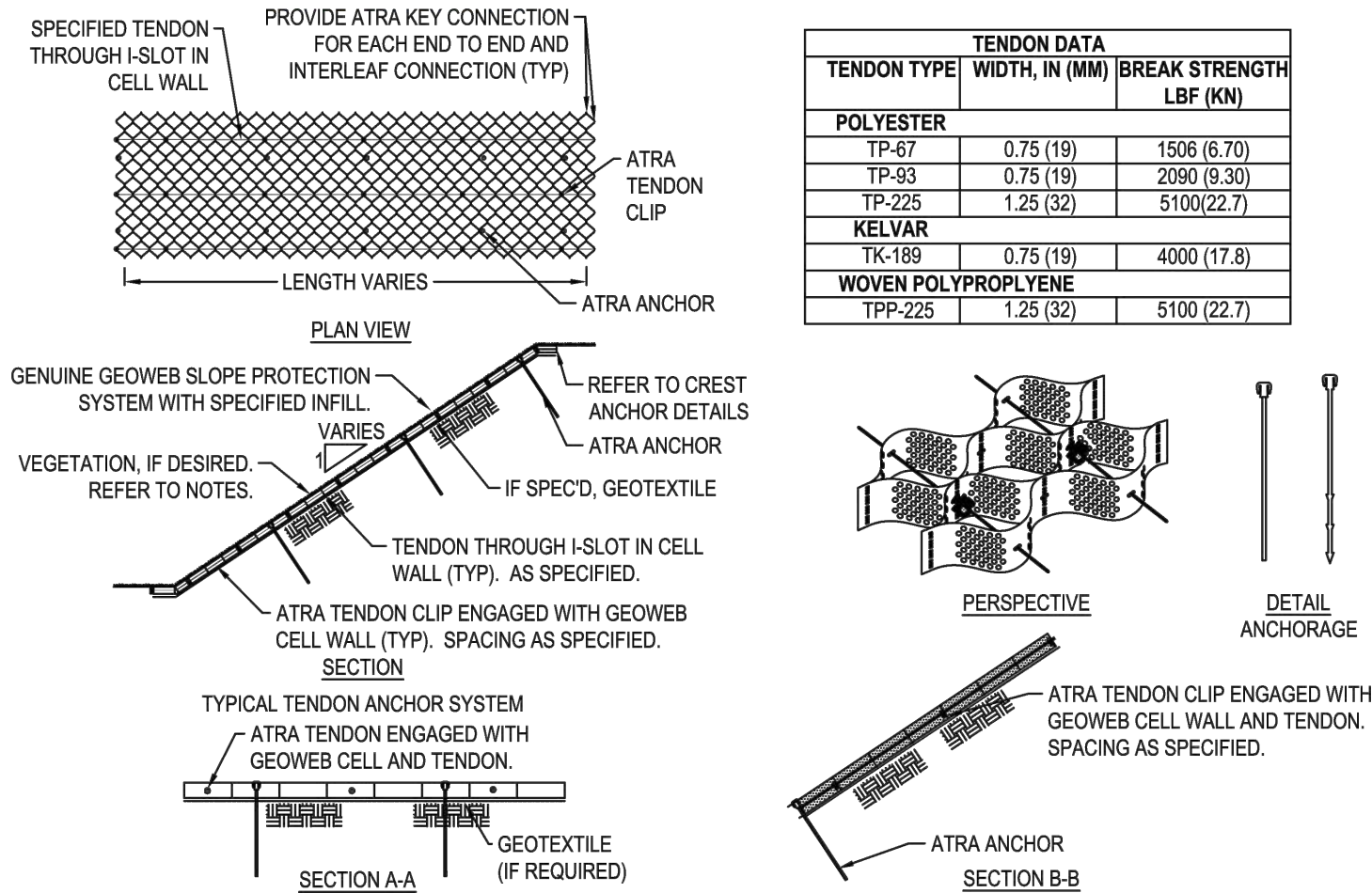
C-6

PRESTO



GEOSYSTEMS

PRESTO GEOSYSTEMS  
P.O. BOX 2399, 670 NORTH PERKINS ST.  
APPLETON, WI 54912-2399  
TOLL FREE: 1-800-548-3424  
PHONE: (920) 738-1336  
www.prestogeo.com



- MANUFACTURER NOTES:
1. THE TYPE AND QUANTITY OF TENDONS AND ATRA® TENDON CLIPS SHALL BE AS SPECIFIED.
  2. THE GEOWEB CELLS SHALL BE FILLED WITH THE SPECIFIED MATERIAL (TOPSOIL, STONE, OR CONCRETE) AND SHALL BE SUITABLE TO WITHSTAND THE APPLICABLE HYDRAULIC CONDITIONS.
  3. THE GEOWEB SECTIONS SHALL BE ANCHORED TO RESIST SLIDING DUE TO DRIVING AND HYDRAULIC FORCES.
  4. IF VEGETATION IS DESIRED, PROVIDE AN EROSION CONTROL BLANKET OR TURF REINFORCEMENT MAT IF THERE IS A POTENTIAL FOR EROSION PRIOR TO ESTABLISHING VEGETATION.
  5. THE GEOWEB PANELS SHALL BE CONNECTED WITH ATRA KEYS AT EACH INTERLEAF AND END TO END CONNECTION.
  6. REFER TO THE GENERAL DETAIL DRAWINGS FOR ANCHOR DETAILS.

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  2. DO NOT SCALE DRAWING.
  3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
  4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
  5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADDdetails.com/info](http://www.CADDdetails.com/info) AND ENTER REFERENCE NUMBER 013-038

GEOWEB® SLOPE STABILIZATION  
GEOWEB SLOPE PROTECTION WITH TENDON/ATRA ANCHORAGE

013-038

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REVISION DATE 03/03/2020

CADDdetails.com

PRESTO



GEOWEB®  
CHANNEL PROTECTION SYSTEM  
TECHNICAL OVERVIEW

Geoweb Cell Sizes and Depths

Optimum cell size and depth is discussed below in sections covering Infill Selection.

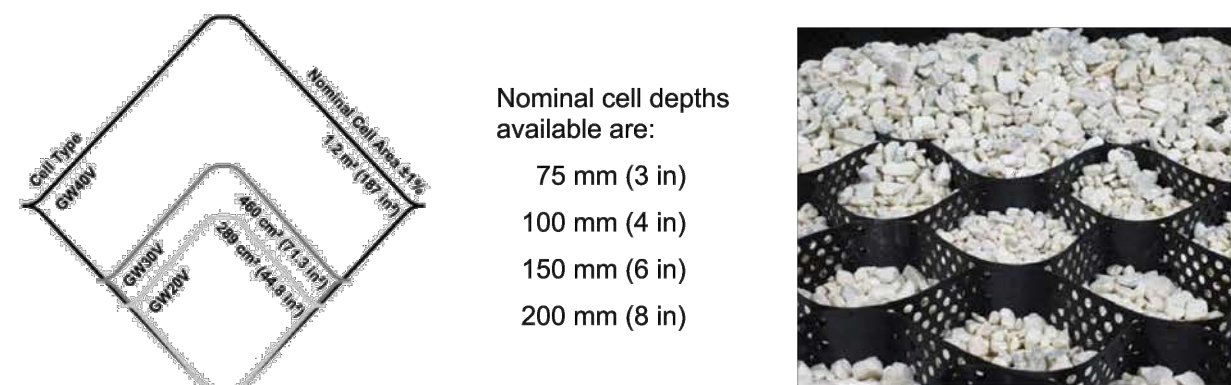


Figure 2 Geoweb Cell Dimensions

Geotextile Underlayer

A non-woven needle-punched geotextile underlayer is recommended as a soil filter and drainage medium in channel lining installations. The edges of the geotextile should be dug into the subgrade at the perimeter of the protection area to prevent uncontrolled flow beneath the lining system. Conventional geotextile selection criteria, that accounts for specific subgrade soil types and ground water conditions, should be applied. Refer to AASHTO-AGC-ARBTA Task Force 25 Specifications for Geotextiles for examples.

Integral Polymeric Tendons

The range of standard tendons that can be incorporated into Geoweb channel protection systems are shown in Table 1.

In addition to providing a connection element for ground anchors and crest anchorage of steep side-slopes, integral tendons distribute the self-weight of loose infill materials that bear directly on the tendons. This anchorage method can be effectively employed when Geoweb protection is applied over geomembrane liners that cannot be penetrated with ground anchors.

Table 1 Typical Tendons	
Reference Name	Minimum Break Strength
TP-31	3.11 kN (700 lbf)
TP-67	6.70 kN (1500 lbf)
TP-93	9.30 kN (2090 lbf)
TK-89	8.90 kN (2000 lbf)
TK-133	13.34 kN (3000 lbf)
TPP-44	4.40 kN (990 lbf)

Ground Anchors

Geoweb channel lining systems can incorporate a variety of ground anchors to accommodate specific channel geometry and hydraulic stresses.

Standard or "nominal" anchoring includes an array of ATRA® Anchors distributed at predetermined spacing along selected integral tendons. This arrangement ensures that anchor resistance is distributed effectively throughout the protective lining. Typical "nominal" anchor density is 1 anchor / m<sup>2</sup> (1 anchor / 10 ft<sup>2</sup>).

Special high capacity anchors can also be incorporated as an array in situations where high uplift forces and extreme geometry are involved. "Duckbill" and "Helical" anchors are generally recommended in such situations.



Product Specification - GEOWEB® GW30V Geocells

**GENERAL**  
GEOWEB® product is manufactured from textured, perforated strips of high density polyethylene that are bonded together to create a network of interconnected cells. The GEOWEB® cells can be filled with soil, aggregate, concrete, pulverized debris, recycled asphalt pavement, or other infill material for geotechnical applications such as: 1) load support for unpaved and paved roads, railways, ports, heavy-duty pavements, container yard, and basal embankments stabilization; 2) retaining structures, free-standing structures, and fascia walls; and, 3) slope, channel, and geomembrane protection.

DIMENSIONS		
Parameter	Units	Value
Cell Depth (Available in 5 Depths) <sup>1</sup>	Inches (mm)	3 (75), 4 (100), 6 (150), 8 (200), 12 (300)
Cell Size (Length x Width +/- 10%)	Inches (mm)	11.3 x 12.6 (287 x 320)
Expanded Section Width	No. Cells	8
	Feet (m)	Varies: 7.7 to 9.2 (2.3 to 2.8)
Expanded Section Length	No. Cells	18, 21, 25, 29, or 34
	Feet (m)	Varies: 15.4 to 35.1 (4.7 to 10.7)

STRUCTURAL INTEGRITY AND SYSTEM PERFORMANCE		
Parameter	Units	Value
Minimum Short Term Seam Peel Strength	lbf/in (N/cm)	≥80 (142)
Long-Term Seam Peel Strength (standard 4-inch sample width) <sup>2</sup>	lb (N)	160 (710)
Internal Junction Efficiency <sup>3</sup>	%	≥100
Mechanical Junction Efficiency (Connection Type: ATRA Key) <sup>3</sup>	%	≥100
Peak Friction Angle Ratio (δ/δ) <sup>4</sup>	Unitless	0.95

MATERIAL PROPERTIES			
Parameter	Test Method	Units	Value
Polymer Density	ASTM D1505 or D792	g/cm <sup>3</sup>	0.935 - 0.965
Carbon Black Content <sup>5</sup>	ASTM D1603	%	1.5 - 2.0
Sheet Thickness Prior to Texture	ASTM D5199	mm (mil)	1.27 (50), -5% +10%
Sheet Thickness After Texture	ASTM D5199	mm (mil)	1.52 (60), -5% +10%
Texture Type/Shape	--	--	Rhomboidal
Texture Density	--	indentations/cm <sup>2</sup>	22 - 31

DURABILITY			
Parameter	Test Method	Units	Value
Environmental Stress Crack Resistance	ASTM D1693	hrs	>5,000
Resistance to Oxidation <sup>6</sup>	EN ISO 13438	yrs	≥50
Resistance to Weathering <sup>7</sup>	EN 12224	%	100

- Notes:**
- 1) 12-inch cell depth available in 21-cell panel length only.
  - 2) A 100-mm (4.0 in.) wide seam sample shall support a 72.5 kg (160 lb) load for a period of 7 days minimum in a temperature-controlled environment undergoing a temperature change on a 10 hour cycle from ambient room to 54°C (130°F). Ambient room temperature is per ASTM E 41.
  - 3) Junction efficiency determined as a percentage of junction performance (EN ISO 13426-1) to perforated strip performance (EN ISO 10319).
  - 4) Typical design value for clean granular infill material (i.e., coarse sand or crushed aggregate). Consult with manufacturer to confirm value for other types of infill materials.
  - 5) Standard black HDPE strips. For tan/green GEOWEB, hindered amine light stabilizer (HALS) content will be 2.0% by weight of carrier.
  - 6) Predicted to be durable for a minimum of 50 years in natural soil with a pH between 4 and 9 and at a soil temperature ≤ 25°C.
  - 7) 100% of original tensile strength retained following exposure to intense UV radiation and accelerated weathering in accordance with EN 12224.



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PRESTO GEOSYSTEMS | Appleton, WI | P: 800-548-3424 | E: info@prestogeo.com | www.prestogeo.com  
10 Aug 2021

DESIGN CRITERIA

Slope protection details are influenced by the embankment angle (H:V), length, and infill. Presto's free project evaluation service can help determine the suitable cell size, cell depth, and structural components for your project.

KEY COMPONENTS

The complete GEOWEB® slope protection system may include some or all of the following:

- |  |  |
|--|--|
| <b>TYPICAL COMPONENTS</b>  | <b>OPTIONAL COMPONENTS</b>   |
| <ul style="list-style-type: none"> <li>• GEOWEB sections</li> <li>• ATRA® Key connection device</li> <li>• Cell infill materials</li> <li>• ATRA Anchors &amp; Speed Stakes</li> </ul> | <ul style="list-style-type: none"> <li>• Polymeric tendons</li> <li>• ATRA Tendon Clips</li> <li>• Geotextile separation layer</li> <li>• Geomembrane</li> </ul> |

INTEGRAL SYSTEM ACCESSORIES

The following accessories may be integrated to meet design requirements and to facilitate and expedite construction.

1 ATRA KEY GEOWEB CONNECTION DEVICE



For quick and easy connection of GEOWEB sections, exclusive ATRA Keys significantly reduce contractor installation time and provide a 3X stronger connection of GEOWEB sections than any other method. Made from corrosion-resistant polymer.

5 TENDONS & ATRA TENDON CLIPS

Tendons and ATRA Tendon Clips work together to provide a load transfer and suspension system over the GEOWEB system.

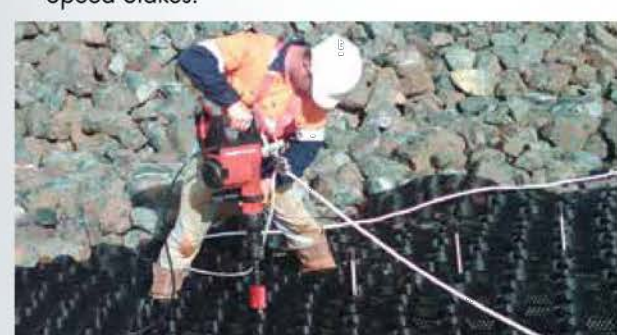
TENDONS

Tendons in various tensile strengths are available to meet design requirements:

- Suspend GEOWEB material over geomembranes, hard surfaces, or steep slopes without anchors.
- Provide additional stability against gravitational, hydraulic, and buoyancy forces.
- Type and density are critical to the design strength.

ATRA TENDON CLIPS

- ATRA Tendon Clips transfer the load from the GEOWEB cell wall to tendons.
- 2X stronger than other load transfer devices.
- 'Turn-and-lock' design engages ATRA Tendon Clips securely with the GEOWEB cell wall.
- Allows easier off-slope preassembly.







4393 Collins Road  
Rochester, MI 48306  
(248) 651-9260  
Paintcreektrail.org

## **MEMO**

To: Commissioners, Alternates, & Staff  
From: Tom Correll, Trail Manager  
Subject: Current Grants and Grant Opportunities for the Bridge 31.7 Replacement Project  
Date: May 10, 2023

### **Michigan Department of Transportation - Transportation Alternatives Program**

Application for the TAP grant submitted. Tentative funding decision date is July 19, 2023.

The cultural resources consultant determined that the bridge does not meet the requirement for eligibility on the National Register of Historic Places and that the bridge replacement project will have no adverse effect on a historic property.

Trail staff shared the report with MDOT who indicated that they would upload the report to the Commission's application. The Technical Review meeting for this round of TAP funding is on April 26<sup>th</sup> and the TAP Grant Coordinator will turn around any comments/requests for revisions within a week.

TAP Grant Coordinator sent feedback and Trail Manager Correll worked with AEW to update grant application. AEW contact Aseel Putros sent feedback to Trail Manager Correll, who uploaded feedback to MDOT

The Section 106 review report completed by the consultants was also sent to SHPO for review. SHPO determined that the project would have no adverse effect on historic structures and that we may continue with the project.

### **Michigan Department of Natural Resources – Michigan Natural Resources Trust Fund**

Application for the MNRTF grant submitted. Final recommendations for funding by the MNRTF Board are in early December 2023.

Feedback requested – Updated deed and boundary map required. Trail Manager Correll worked with Kristen Wiltfang to create new boundary map for the bridge parcel and re-submitted documents as of 5/11/23

Preliminary Scores were announced on September 15. We were awarded a score of 345/500. Sustainable design section was the only section in which more points were potentially available. Revisions were submitted on October 1, 2023, including email correspondence with AEW regarding updates to sustainable materials and native landscaping.

## **Michigan Department of Natural Resources – Michigan Spark Grants**

Application scores are available and included in your packet. Tier 4 was not funded this round, but we can re-submit for the final round by July 26<sup>th</sup>, 2023. Trail Manager Correll has reviewed scores. Section entitled “Access to Project Site” had one question (2c.) - What programs and partnerships currently exist that bring people to your project and activate the space? \* Example – Summer camp, farmers market, music in the park etc. – which was scored at 0 points. This question narrative will be edited and re-submitted for Round 2 scoring, due June 26<sup>th</sup>.

On Monday October 10<sup>th</sup> Trail Manager Correll received an email indicated our project was not selected for funding. The email is included in your packet.





## **MEMO**

To: Commissioners, Alternates and Staff

From: Tom Correll, Trail Manager

Subject: October Manager's Report

Date: October 12<sup>th</sup>, 2023

### **Advisory Committee Reports**

- Personnel Committee – Applications were accepted until October 1<sup>st</sup>, 2023. Three candidates were identified, two interviews were conducted by the Trail Manager. Trail Manager made a recommendation to the Personnel Committee to hire Nicole Sands.
- Licensing Committee – Updated licenses were sent to the committee for review
- Recognition Committee – Met to discuss updated recognition guidelines

### **Complaints/Vandalism/Feedback**

- A trail user has complained multiple times of finding 'human waste' on the trail. They have called repeatedly and Oakland Township has investigated, but there is dispute regarding if it is animal or human waste. The trail user is adamant it is human waste. I have invited the user to submit photographic evidence if he sees it in the future. Since they have called repeatedly both the trail office and Oakland township parks and rec office, it has been forwarded to the Oakland County Sheriff substation so they are aware.
- A trail user complained of e-bikes going quickly on the trail the weekend of September 30<sup>th</sup>.

### **Repairs & Maintenance**

- Dutton Rd bridge construction is ongoing. Barriers have been placed on either side of the trail on Dutton road, so trail access has not been affected. The paint creek trail portion is estimated to begin this week.

### **Medical Emergencies/Police/Fire Calls on the Trail**

- I am unaware of any emergencies on the trail.

## Paint Creek Trail Website Analytics

### Top Pages

Home Page  
Trail Maps  
Parking  
Contact Us  
Notice of Public Hearing  
Location  
FAQs  
Commission Members  
E-Newsletter Sign-Up

### Last 30 days

6,891 (Up from 6,546 last month)  
1,112 (Up from 1,074 last month)  
366 (Up from 308 last month)  
280 (Up from 237 last month)  
250  
243 (Down from 280 last month)  
232 (Up from 196 last month)  
215  
206 (Up from 135 last month)

## Commission Ad-Hoc Committee Assignments

Recognition Ad Hoc committee	Gamage, Mabry, Sage
Personnel Ad Hoc committee	Becker, Olijnyk, Ross, Walker
Orion Art Project Ad Hoc committee	Becker, Dalrymple, Peltier
SE Rochester Property Ad Hoc committee	Becker, Elwert, Gamage, Sage
Labor Day Bridge Walk (Sept 6) Ad Hoc committee	Buxar, Dalrymple, Elwert, Olijnyk, Walker
Trail Branding & Signage Ad Hoc committee	Gamage, Ford, Olijnyk, Sage
Trail Improvements & Resurfacing Ad Hoc committee	Becker, Blust, Sage, Walker
Licensing Ad Hoc committee	Gamage, Olijnyk, Pfeiffer, Walker
Paint Creek Trail 40 <sup>th</sup> Anniversary Celebration Ad Hoc committee	Blust, Mabry, Peltier, Whatley/Ross
Friends of Paint Creek Trail Ad Hoc committee	Buxar, Gamage, Mabry

## 2023 Goals

<u>Goals</u>	<u>Progress</u>	<u>Timeframe</u>
City of Rochester – Bridge 31.7 Replacement	Trail Manager Ford has completed the TAP Grant Application. TAP application reopened – additional information needed. Trail Manager Ford working with AEW on updated cost estimate and contracting with cultural resource consultant & archaeologist to determine bridge eligibility for NRHP and if bridge is in an archaeologically sensitive location. MNRTF will be submitted April 1. <b>MNRTF application submitted. Cultural resource consultant determined bridge is not eligible for NRHP listing. Section 106 application sent to SHPO for review. SHPO review came back and concurred with cultural resource consultant. TAP Grant awarded, see memo in packet.</b>	Complete by 2025
Upgrade Trail Website	RFP is in draft	1 year

Update Licensing Agreements	See Update in packet	1 year
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## **Calendar of Events on the Trail**

(All bolded events run by Commission & Friends)

### **October**

Pave the Way 5K – Saturday, October 7, 2023 from 7AM - 12PM, held by Grace Centers of Hope

Adopt-A-Trail Fall Clean-up – October 7 - Adopt-A-Trail Groups

### **November**

**40<sup>th</sup> Anniversary 5K** – November 18<sup>th</sup>, 2023

<b>Ongoing Administrative Tasks</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
Continue coordinating assistance with Friends of the Paint Creek Trail (ongoing)	The Friends subcommittee has been working in collaboration with the Friends on a Memorandum of Understanding of Friends and Trail assistance to each other. The MOU is currently under review (2/16/23). <b>Trail Manager Correll met with Friends on 5/18 for introduction, explanation of MoU, goals, etc.</b>	1	OG
Continue Trail etiquette education (ongoing)	Ongoing. Signage has been placed on the trail and to raise awareness about freeze/thaw season etiquette. Posts will also be made on social media about this topic.	2	OG
Continue coordination and participation with Oakland County Trail, Water & Land Alliance (TWLA)		2	OG
Trail Closure education/public relations/Communications Plan campaign (Ongoing)	Ongoing. Continue to utilize social media, website, and other resources to provide information to trail users.	2	OG
Adopt –A-Trail program	2023 begins a new 2-year contract for adoptees, trail staff are confirming renewals. All adoptees have renewed for 2023-24 season except one. Back to the Beach runners has signed up to adopt the available section. <b>Updated signs have been placed on trail</b>	2	OG
Develop a volunteer program to recruit, train to help in the office special projects and special events	TBD	2	OG
Make presentation at member community City Councils and Township Boards	TBD.	2	OG

<b>Master Plan</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
Southeast Rochester Property Development	EGLE can permit the deck if we can be above BFE (7'-8' above ground per proposed current condition) and if	2	OG

	the area of the piers are less than 1% of the floodway area. AEW believes that we can achieve that. We would still need to apply for a permit from EGLE for working in the floodway and the floodplain, but it can be permitted. AEW does not believe it has enough information to give us a cost estimate for the observation deck. In order to provide the Commission with a preliminary cost estimate for the scope of work, AEW would need to charge us \$1,500 for their time. We need to provide a cost estimate to the potential donor before he is willing to commit funds to the project. Cost estimate is completed and included in your packet. Cost estimate sent to Andrea LaFontaine at MTGA to share with potential donor. Meeting between donor attorney, trail management, and project manager for AEW TBD		
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<b>Policies</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
Native Plant Approval Policy	No progress yet. Need expert assistance	3	LT
Conservation Stewardship Policy	No progress yet. Need expert assistance	3	LT
Establish Memorial Amenity Donation Program	The Trail Improvements and Resurfacing Committee will review and provide recommendations to the Commission.	2	1yr to define a program, then OG

<b>Maintenance and Inspection</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
Assure Restrooms are maintained (ongoing)	Ongoing.	1	OG
Continue vandalism prevention education (ongoing)	Ongoing.	2	OG
Continue surface maintenance inspections and coordination of repairs (ongoing)	Ongoing. Trail staff will begin contacting member communities in mid to late April about grading their sections of the trail.	2	OG
Address ADA compliance issues identified in 2020-2024 PCT Recreation Master Plan	TBD – Trail staff have reached out to <a href="#">Accessibility Assessments – National Center on Accessibility (ncaonline.org)</a> for guidance and planning and are waiting to hear back	2	1-2 yr

<b>Trail Safety</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
Road Crossing improvements – work with RCOC on Adams Rd. crossing	Ongoing. Continue working with RCOC for improvements at our crossings.	2	OG

<b>Long Term Goals</b>	<b>Progress</b>	<b>2023 Priority</b>	<b>Timeframe</b>
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Side parcel acquisition for parking and trail access	Will continue looking for opportunities.	3	OG
Acquisition of historic resources	Will continue looking for opportunities.	3	OG
Installation of drinking fountain, where appropriate, in each community		3	LT
Integrate Village of Lake Orion extension more fully into Trail system	Ongoing. Trail attorney Hamameh has reached out to the Village attorney regarding snow removal at section of trail adjacent to Atwater Commons. <b>Trail attorney Hamameh spoke with the Village attorney who explained that since there is no snow removal on the trail at all, Lake Orion feels that that portion of the license agreement re: maintenance could not have intended to include snow removal. The Village have offered to “contract” for the service to remove snow from that portion of the trail, but the Commission would have to pay that cost. The Village attorney suggested that the Commission work out a cost with the DDA.</b>	2	OG
Connections to Bald Mountain State Park	Licensing Committee working with DNR to develop an agreement for this project.	1	OG
Ensure focus on keeping the trail a “Natural Beauty Trail”.	Ongoing	1	OG

Additional Goals	Progress	2023 Priority	Timeframe
User survey of trail use	TBD – consider performing every 2 years. Trail staff will contact MSU to see if their researchers are still interested in continuing surveys.	1	OG
Review and ranking of all trail bridges by engineer	Administrative Assistant Grupido has compiled all of the bridge inspection reports for an engineer to review and rank. Trail communities need to coordinate bridge inspections within a few years of one another in order to facilitate an accurate review/ranking.	1	OG

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								2021 Final	2022 Approved	2023 Draft	Difference from 2022	2024 Projected
<b>REVENUE</b>												
Member Unit Contribution for Commission and Office Operations and Staff								\$72,000	\$73,440	\$74,909	\$1,469	\$76,782
	Rochester			18,727								
	Rochester Hills			18,727								
	Oakland Township			18,727								
	Orion Township			18,727								
Member Unit Contribution for Patrol Program, based on community mileage								\$14,680	\$15,901	\$19,500	\$3,599	\$19,883
	Rochester			1,533								
	Rochester Hills			3,284								
	Oakland Township			11,836								
	Orion Township			2,847								
Member Unit Contribution for Commission and Office Operations and Staff								n/a	n/a	\$5,000	\$5,000	\$0
	Rochester			1,250								
	Rochester Hills			1,250								
	Oakland Township			1,250								
	Orion Township			1,250								
Interest								\$77	\$300	\$300	\$0	\$300
Adopt-a-Trail								\$50	\$0	\$0	\$0	\$0
Trailways Saleable Items								\$0	\$0	\$0	\$0	\$0
Miscellaneous/Donations								\$185	\$200	\$200	\$0	\$200
Transfer from Legal Services								\$12,542	\$11,500	\$11,500	\$0	\$11,500
Trail Brochure Sponsorship								\$0	\$0	\$0	\$0	\$3,000
National Trails Day Sponsorship								\$575	\$500	\$500	\$0	\$500
Labor Day Bridge Walk Donations								\$974	\$0	\$0	\$0	\$0
Labor Day Bridge Walk Sponsorship								\$1,769	\$1,000	\$1,000	\$0	\$1,000
40th Anniversary Celebration Sponsorship								n/a	n/a	\$2,500	\$2,500	n/a
Bench/Trail Amenity Donations								\$0	\$1,250	\$2,500	\$1,250	\$2,500
Temporary Permit Fees								\$90	\$70	\$70	\$0	\$70
Transfer from Fund Balance (Rent, CFGR & SE Roch Cost Estimate)								\$1,750	n/a	\$6,900	\$0	n/a
Program/Project Grants								\$106,582	\$0	\$0	\$0	\$0
MMRMA Asset Distribution								\$1,321	\$1,300	\$1,300	\$0	\$1,300
				<b>Total Revenue</b>				<b>\$212,595</b>	<b>\$105,461</b>	<b>\$126,179</b>	<b>\$20,718</b>	<b>\$117,035</b>
<b>EXPENSES</b>												
<b>Office</b>												
Telephone and Computer Network Services								\$426	\$550	\$550	\$0	\$650
Office Furnishings								\$0	\$400	\$250	\$150	\$500
Office Materials & Supplies								\$276	\$975	\$975	\$0	\$1,350
Office Operating Expenses								\$688	\$1,750	\$1,250	\$500	\$1,500
Rent								\$6,250	\$6,250	\$7,650	-\$1,400	\$7,000
Postage								\$71	\$500	\$225	\$275	\$500
Office & Trail Equipment								\$12,120	\$925	\$2,700	-\$1,775	\$1,550
Bench donations								\$856	\$1,250	\$2,500	-\$1,250	\$2,500
Restroom Maintenance								\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>								<b>\$20,687</b>	<b>\$12,600</b>	<b>\$16,100</b>	<b>-\$3,500</b>	<b>\$15,550</b>

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<b>Staff Travel/Training/Development</b>						<b>2021</b>	<b>2022</b>	<b>2023</b>	Difference	<b>2024</b>
Travel/Mileage						\$0	\$350	\$150	\$200	\$400
Education/Memberships						\$54	\$250	\$150	\$100	\$350
Per Diems						\$4,620	\$5,500	\$5,500	\$0	\$5,500
<b>Subtotal</b>						<b>\$4,674</b>	<b>\$6,100</b>	<b>\$5,800</b>	<b>\$300</b>	<b>\$6,250</b>
<b>Insurance/Professional Services (other than legal)</b>										
Auditing Fee						\$3,700	\$3,800	\$4,000	-\$200	\$4,100
Insurance (MMRMA)						\$4,120	\$4,100	\$4,200	-\$100	\$4,300
Worker's Compensation Insurance						\$814	\$900	\$900	\$0	\$1,000
Recorders Fee						\$2,820	\$3,120	\$3,120	\$0	\$3,185
<b>Subtotal</b>						<b>\$11,454</b>	<b>\$11,920</b>	<b>\$12,220</b>	<b>-\$300</b>	<b>\$12,585</b>
<b>Publicity/Raising awareness/Educational Projects</b>										
Trailways Student Project						\$0	\$500	\$200	\$300	\$550
Brochures						\$1,385	\$0	\$0	\$0	\$3,000
Trail Promotional Items						\$0	\$1,100	\$500	\$600	\$1,250
Labor Day Bridge Walk						\$951	\$1,000	\$1,000	\$0	\$1,000
National Trails Day						\$590	\$500	\$500	\$0	\$500
Trail Etiquette Program						\$0	\$300	\$150	\$150	\$450
Recognition Ceremony						\$539	\$25	\$200		\$300
<b>Subtotal</b>						<b>\$3,465</b>	<b>\$3,425</b>	<b>\$2,550</b>	<b>\$875</b>	<b>\$7,050</b>
<b>Administrative Personnel</b>										
Wages - Manager						\$33,763	\$34,470	\$35,608	-\$1,138	\$36,214
Longevity Salary - Trail Manager						n/a	\$1,000	\$1,059	-\$59	\$0
FICA/MESC - Manager						\$2,583	\$2,713	\$2,724	-\$11	\$2,757
Wages - Part-time Administrative Assistant						\$10,076	\$10,541	\$9,641	\$900	\$9,738
Longevity Salary - Admin. Asst.						n/a	\$800	\$0	800	\$0
FICA/MESC - Admin. Asst.						\$771	\$868	\$737	\$131	\$745
<b>Subtotal</b>						<b>\$47,193</b>	<b>\$50,392</b>	<b>\$49,769</b>	<b>\$623</b>	<b>\$49,454</b>
<b>Trail Projects</b>										
Signage Project						\$64,825	\$0	\$0	\$0	\$0
Trail Improvement Project - South Rochester						\$0	\$0	\$1,500	-\$1,500	\$0
Property Acquisition Projects						\$0	\$0	\$0	\$0	\$0
Bridge 33.7/Resurfacing Ribbon						\$505	n/a	n/a	\$0	n/a
Moutrie Pollinator Garden Ribbon Cutting Ceremony						\$0	\$0	\$0	\$0	\$0
Fence & Railing Replacement						\$20,320	n/a	n/a	\$0	n/a
Ralph C. Wilson, Jr. Foundation funds to OTPRC for Paint Creek Junction						\$20,226	\$0	n/a	\$0	n/a
Document Scanning						n/a	\$3850	\$0	\$3,850	\$4,500
PCT Website Redesign						n/a	n/a	\$10,000		\$0
40th Anniversary Celebration						n/a	n/a	\$2,500		\$0
<b>Subtotal</b>						<b>\$105,876</b>	<b>\$3,850</b>	<b>\$14,000</b>	<b>-\$10,150</b>	<b>\$4,500</b>
<b>Patrol Program</b>										
Wages - PCTC Bike Patrol						\$4,094	\$5,073	\$5,225	-\$152	\$5,330
FICA/MESC-Bike Patrol						\$313	\$388	\$400	-\$12	\$408
Contracted Mounted Patrol Services						\$6,254	\$10,217	\$13,575	-\$3,358	\$13,845
Commission Contribution to Bike Patrol Services						\$0	\$0	\$0	\$0	\$0
Bike Patrol Equipment & Misc						\$128	\$223	\$250	-\$27	\$300
<b>Subtotal</b>						<b>\$10,789</b>	<b>\$15,901</b>	<b>\$19,450</b>	<b>-\$3,549</b>	<b>\$19,883</b>

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								2021	2022	2023	Difference	2024
Printing/Logo Expenses												
Trail Saleable Items								\$0	\$0	\$0	\$0	\$0
Subtotal								\$0	\$0	\$0	\$0	\$0
Miscellaneous/Contingency								\$282	\$1273	\$1,790	-\$517	\$1,763
Transfer to Community Foundation for Greater Rochester								n/a	n/a	\$4,500		n/a
Transfer to fund balance								\$8,175	\$0	\$0	\$0	\$0
Subtotal								\$8,457	\$1273	\$6,290	-\$5,017	\$1,763
				Total Expenses				\$212,595	\$105,461	\$126,179	-\$20,718	\$117,035
				Revenue minus Expenses				\$0	\$0	\$0	\$0	\$0
Legal Services Project Budget												
								2021	2022	2023	Difference	2024
REVENUES												
Member Unit Contribution								\$0	\$0	\$0	\$0	\$0
License Fees								\$12,869	\$14,000	\$14,000	\$0	\$14,000
License Fees Paid in Advance								\$0	\$0	\$0	\$0	\$0
Transfer From Fund Balance								\$1,500	\$1500	\$1,500	\$0	\$0
New License Preparation Fees								\$0	\$0	\$0	\$0	\$0
				Total Revenue				\$14,369	\$15,500	\$15,500	\$0	\$14,000
EXPENSES												
Legal Retainer								\$0	\$0	\$0	\$0	\$0
License Preparation Fees								\$1,827	\$2000	\$2,000	\$0	\$0
Transfer to Operating Budget								\$12,542	\$11,500	\$11,500	\$0	\$11,500
Advance License Fees Carried Forward								\$0	\$0	\$0	\$0	\$0
Legal Services								\$0	\$1,500	\$1,500	\$0	\$1,500
Unallocated								\$0	\$500	\$500	\$0	\$1,000
				Total Expenses				\$14,369	\$15,500	\$15,500	\$0	\$14,000
					Revenue Minus Expenses - Lega			\$0	\$0	\$0	\$0	\$0
Special Project Budget - Bridge 33.7 Renovation Project								2021	2022	2023		2024
Source of Funds												
Paint Creek Trailways Commission Fund Balance								\$1	\$7,819	\$0		\$0
Member Unit Contributions								\$0	\$0	\$0		\$0
MNRTF Reimbursement								\$25,832	n/a	\$0		\$0
Ralph C. Wilson Foundation								\$3,928	\$0	\$0		\$0
				Total Revenue				\$29,761	\$7,819	\$0		\$0
EXPENSES												
Bridge 33.7 Renovation								\$0	\$7,819	\$0		\$0
Legal Services								\$0	\$0	\$0		\$0
Tree Removal								\$0	n/a	\$0		\$0
Design Engineering								\$0	\$0	\$0		\$0
Construction Engineering								\$0	\$0	\$0		\$0



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Soundpost Audio Sign								\$0	\$0	\$0		\$0
Recognition Plaques								\$0	n/a	\$0		\$0
MNRTF Reimbursement to OTPRC								\$0	n/a	\$0		\$0
Stairway at Bridge 33.7								\$29,761	n/a	\$0		\$0
								<b>\$29,761</b>	<b>\$7,819</b>	<b>\$0</b>		<b>\$0</b>
<b>Special Project Budget - Pollinator Garden</b>								<b>2021</b>	<b>2022</b>	<b>2023</b>		<b>2024</b>
<b>Source of Funds</b>												
Paint Creek Trailways Commission Fund Balance								\$0	\$0	\$0		\$0
Friends of the Paint Creek Trail								\$496	\$0	\$0		\$0
Donation								\$0	\$0	\$0		\$0
Community Foundation of Greater Rochester								n/a	n/a	\$0		\$0
Weigand's Nursery								n/a	n/a	\$0		\$0
								<b>\$496</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Expenses</b>												
Deposit								\$0	\$0	\$0		\$0
Temporary Sign								\$0	\$0	\$0		\$0
Split Rail Fence								\$0	n/a	\$0		\$0
Garden Construction								\$0	n/a	\$0		\$0
Reimbursement to PCT Friends for Weigand's								\$0	n/a	\$0		\$0
Informational Sign								\$0	n/a	\$0		\$0
Bike Rack								\$496	\$0	\$0		\$0
								<b>\$496</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Special Project Budget - Bridge 31.7 Renovation Project</b>								<b>2021</b>	<b>2022</b>	<b>2023</b>		<b>2024</b>
<b>Source of Funds</b>												
Paint Creek Trailways Commission Fund Balance								n/a	n/a	\$0		\$0
Member Unit Contributions								n/a	n/a	\$0		\$0
Friends of the Paint Creek Trail								n/a	n/a	\$1051		\$0
Community Foundation for Southeast Michigan								n/a	n/a	\$50000		\$0
								<b>\$0</b>	<b>\$0</b>	<b>\$51,051</b>		<b>\$0</b>
<b>EXPENSES</b>												
Design Engineering								n/a	n/a	\$51,700		\$0
Ecological Services								n/a	n/a	\$16,000		\$0
								<b>\$0</b>	<b>\$0</b>	<b>\$67,700</b>		<b>\$0</b>
2022 Unrestricted Fund Balance								\$ 93,432.00				
2023 Unrestricted Additions								\$ -				
2023 Unrestricted Subtractions (Rent, CFGR & Legal)								\$8,400				
							Balance	<b>\$ 85,032.00</b>				
2023 Total Restricted Funds for future expenditures												
	Rochester Art Project - Maintenance fund							\$ 720				

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	Art Project Brochure (Greenbaum)						\$	100					
	Moutrie Pollinator Garden Maintenance						\$	841					
					Subtotal		\$	1,661					
2023 Unrestricted Fund Balance								\$	85,032.00				
2023 Restricted Fund Balance								\$	1,661.00				
2023 Total Fund Balance (as of 10/20/22)								\$	86,693.00				

# Paint Creek Trail Inspection Form

Inspected by: Dan Butterworth

Date 9-30-2023



## Southeast Rochester Parcel off Clinton River Trail:

Bridge over Clinton River and surrounding area

Comment: Graffiti on the 'Park Rule' sign on the bridge to Bloomer and on the metal of the bridge.

## 31.2: Rochester Municipal Park – Near Retro Fitness

Map sign	Wayfinding sign
OK	OK

Comment: \_\_\_\_\_

## 31.3: Rochester Municipal Park – Maintenance Service Entrance

Wayfinding Sign	Little Free Library
OK	OK

## Bike Fixit Station in Rochester Municipal Park

Screwdrivers		Open Ended Wrenches			Allen Wrench Multi-tool	2-Tire Levers	Air Pump
Phillips	Flat Blade	32-15 mm	10-8 mm	11-9 mm			
OK	OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**31.6: Ludlow Crossing**

Wayfinding Sign	Road Crossing Signs	Gateway Sign	Map Sign	Two "Dillman Upton" Benches	Information Kiosk	Recycle Bin
OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**31.7: Bridge**

Comment: \_\_\_\_\_

**Dinosaur Hill – Access Stairs – Approximately 31.7 (no sign)**

Comment: Overhanging and encroaching vegetation needs to be cut back on the trail next to Dinosaur Hill.

**31.8 Dinosaur Hill – Trail Access, east side of Trail**

"Jagosz" Bench
OK

**Overlook/Creek Access with Stairs – Approx 31.9 (no sign)**  
**East side of Trail.**

Stairs	Plastic Bench
OK	OK

Comment: \_\_\_\_\_



### 32.1: Tienken Crossing

“Rutledge Walker” Bench, south side, west of trail	Wayfinding Sign, south side west of trail	Road Crossing Signs, north and south sides	Gateway Sign, north side, west of trail	Portable Restroom Parking Lot – west of trail	Map Sign, north side, east of trail	Brochure Box, north side, east of trail	“Bob Peck” Bench, north side, east of trail	Picnic Site & MNRTF Plaque, north side, west of trail	Dog Waste Bag Dispenser
OK	OK	OK	OK	OK	OK	Stocked	OK	OK	Stocked

Information Kiosk	Recycle Bin	Drinking Fountain
OK	OK	OK

Comment: \_\_\_\_\_

### Bike Fixit Station

Screwdrivers		Open Ended Wrenches			Allen Wrench Multi-tool	2-Tire Levers	Air Pump
Phillips	Flat Blade	32-15 mm	10-8 mm	11-9 mm			
OK	OK	OK	OK	OK	OK	OK	OK

### 32.3: Bridge – King’s Cove

“Kayla Pastor” bench, south of bridge	Trail Counter (on bridge railing)	“Martin Lassers” bench, north of bridge, east side	Moutrie Pollinator Garden, north of bridge, east of trail	Little Free Library @ Pollinator Garden	Bike Rack @ Pollinator Garden	“Miller” bench, Pollinator Garden	“Moulton” bench, Pollinator Garden	Obelisk, Pollinator Garden
OK	OK	OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**33.1: Bridge**

Stairway/Creek Access
OK

Comment: \_\_\_\_\_

**33.3: Bridge**

"Paul Ball" Bench, south of bridge, east side	Trail Counter (on bridge railing)	"Woman's Farm & Garden" Bench, north of bridge, west side
OK	OK	OK

Comment: \_\_\_\_\_

**33.3: Dutton Crossing**

Brochure Box, south side, east of trail	Trash receptacle, south side, east of trail	Map Sign	Road Crossing Signs, north & south side	Bollards North & South side	Dog Waste Bag Dispenser	Dutton Parking Lot
Stocked	OK	OK	OK	OK	Stocked	Closed

Comment: Dutton Road is closed at the trail while the bridge is being replaced.

**33.3: Dutton Crossing**

Gateway Sign, north side, east of trail	Wayfinding Sign, north side, east of trail
OK	OK

Comment: \_\_\_\_\_

**33.4: Bridge**

Comment: OK

**33.7: Bridge**

"Bober" bench	"Damman" bench	Audio Sign	Solar Panel & Pole	MNRTF & RCWJF Plaques	Trash & Recycle Bin Receptacles	Stairs/Creek Access
OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**34: Bridge**

"Lussier" Bench – south of bridge, west of trail	"Brittingham" Bench – south of bridge, east of trail	Stairs/creek Access	"Tomboulion" Bench – north of bridge, west of trail	Prairie Site – north of bridge, east of trail
OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**34.3: Silver Bell crossing**

Parking Lot	Brochure Box	"Walker" Bench	Map sign	CV Trout Unlimited sign	Dog Waste Bag Dispenser	Road Crossing Signs, north & south	Wayfinding sign, north side, east of trail
OK	Was removed.	OK	OK	OK	Stocked	OK	OK

Comment: \_\_\_\_\_

**34.4: North of Silver Bell crossing**

"Thundering Gazelles" Bench	Audio Sign
OK	OK

**Creek Access – Approx. 34.7 (no sign) "T" shaped decking**

"McDivitt" and "Woman's Farm & Garden" benches
OK

Comment: \_\_\_\_\_

**Flagstar Bank Site – Approx. 34.8 (no sign)**

Drinking Fountain	Plastic bike bench	MNRTF Plaque	Little Free Library	ADA Picnic Table	Hex Table	Cider Mill Connector Path
Turned off	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**34.9: Paint Creek Cider Mill****Bike Fixit Station**

Screwdrivers		Open Ended Wrenches			Allen Wrench Multi-tool	2-Tire Levers	Air Pump
Phillips	Flat Blade	32-15 mm	10-8 mm	11-9 mm			
OK	OK	OK	OK	OK	OK	OK	OK

**34.9: Gallagher Road Crossing**

“Blazevski” & wood benches south side, east of trail	Bollards south side, west of trail	Parking Lot – north side, west of trail	Road Crossing Signs, north & south	Wayfinding sign, south side, west of trail	Map Sign	Brochure Box	Information Kiosk
OK	OK	OK	OK	OK	OK	Stocked	OK

Wood Bench, north side, east of trail	Trash & Recycle Bin Receptacles	Dog Waste Bag Dispenser
OK	OK	Stocked

Comment: \_\_\_\_\_

**Prairie Restoration Art Project – Approx. Mile Marker 35 (no sign)**

Comment: OK \_\_\_\_\_



**Gunn Road Crossing – Approx. 35.6 (no sign)**

Trash receptacle, south of Gunn, east of trail	“Kreuzkamp” Bench – south of Gunn, east of trail	Stairway to Gunn Road	Bridle Trail to Gunn Road	Wayfinding sign, east side	“Ciccarelli” Bench North of Gunn, east side	Brochure Box at top of stairs
OK	OK	OK	OK	OK	OK	Stocked

Comment: \_\_\_\_\_

**36: Bridge**

Comment: OK \_\_\_\_\_

**ITC Transmission Lines – Overhead – Approx. 36.4 (no sign)**

Comment: OK \_\_\_\_\_

**36.5: Mile Marker and Bench**

“Betty Lou Nelson” Bench
OK

**37: Mile Marker:** OK \_\_\_\_\_

**37.1: Adams Road Crossing**

Map sign, south of intersection	Road Crossing Signs, north & south	Trash receptacle, south of intersection	Southeast entrance/bollards	“Szymkiw” Bench (approx. 37.0)	“Fortier” Bench (approx. 37.3)
Was removed.	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**37.6 and 37.7 – Archery Range**

Entrance – south and north of Archery
OK

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Comment: \_\_\_\_\_

**38: Private Driveway – 2500 Orion Road**

Bollards – northwest of driveway
OK

Comment: \_\_\_\_\_

**38.2:**

Stairs down to Creek	“David A. Kanners” Bench
OK	OK

Comment: \_\_\_\_\_

**38.3: “Cattle Crossing” Bridge**

Comment: OK \_\_\_\_\_

**38.4: Bridge**

“Cieszkowski” Bench – northwest side
OK

Comment: \_\_\_\_\_

**38.5: Clarkston/Kern crossing**

Vault Toilet & Trash Receptacle, southwest of C/K	Parking Lot next to Vault Toilet	Road Crossing Signs, north & south	Gateway Sign, north side, east of trail	Map Sign, northeast side of trail	Brochure Box & Recycle Bin	Information Kiosk & Dog Waste Bag Dispenser	Trash receptacle	Main Parking Lot
OK	OK	OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Van Tassel Pedestrian Bridge and Polly Ann Connector Path**

Van Tassel Bridge	Bike Fixit Station	Wayfinding Sign, east side of trail
OK	OK	OK

**38.6: Bridge**

Creek/Stair Access, southwest side of trail	Trails to Bald Mountain Rec Area – southwest and northeast of trail	Wayfinding sign, west side of trail	“Jones” Bench, north of bridge, east side
OK	OK	OK	OK

Comment: \_\_\_\_\_

**Foley Pond – Approx. 39.1 (no sign)**

Observation Deck	Trash receptacle	MNRTF Marker	“Van Zoeren” Bench	“Marty Peters” Bench	“Harley & Mary Prudden” Bench
OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**39.4: Bridge – Goldengate**

Stair Access to Road	Built-in Benches	Underneath Bridge
OK	OK	OK

Comment: \_\_\_\_\_

**Newton Street – Approx. 39.7 (no sign)**

Access - northeast of trail at end of Newton
OK

Comment: \_\_\_\_\_

**Converse Court – Approx. 39.8 (no sign)**

Access Gate	Wayfinding sign, west side of trail	Gateway Sign	Retention Pond Area	“Milliman” Bench
OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**Atwater Section – Approximately 39.9 (no sign)**

Parking Lot, south of Atwater, west of trail	Information Kiosk	Map Sign	Recycle Bin	Dog Waste Bag Dispenser	Little Free Library
OK	OK	OK	OK	Stocked	OK

Comment: \_\_\_\_\_

**Trail Extension to Children's Park**

Atwater Road Crossing Sign	Lake Orion Lumber Pathway	Meeks Park Intersection	Bridge from Meeks Park to Orion Art Center	Northern Terminus at Art Center	Bike Fixit Station @ Art Center	Bike Racks @ Cookies & Cream
OK	OK	OK	OK	OK	OK	OK

Comment: \_\_\_\_\_

**Bike Fixit Station at Cookies & Cream:****Bike Fixit Station**

Screwdrivers		Open Ended Wrenches			Allen Wrench Multi-tool	2-Tire Levers	Air Pump
Phillips	Flat Blade	32-15 mm	10-8 mm	11-9 mm			
OK	OK	OK	OK	OK	OK	OK	OK

**Bike Fixit Station at Oat Soda Restaurant:****Bike Fixit Station**

Screwdrivers		Open Ended Wrenches			Allen Wrench Multi-tool	2-Tire Levers	Air Pump
Phillips	Flat Blade	32-15 mm	10-8 mm	11-9 mm			
OK	OK	OK	OK	OK	OK	OK	OK

## Bike Patroller Equipment

### Portable AED

Battery	Pads	Shears/Scissors	Test Run
OK	OK	OK	OK

### First Aid Kit

Bandages	Ice Packs	Gauze	Shears/Scissors	Tape
On order.	On order.	On order.	On order.	On order.

### Trail Surface Comments and Areas of Concern:

The trail is in good condition.

Signed Dan Butterworth Date 9-30-2023

**From:** [noreply-migrants@michigan.gov](mailto:noreply-migrants@michigan.gov)  
**To:** [manager@paintcreektrail.org](mailto:manager@paintcreektrail.org)  
**Subject:** Application Outcome for ARPA-0142  
**Date:** Monday, October 9, 2023 2:10:39 PM

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Paint Creek Trailways Commission, Oakland  
ARPA-0142 - Paint Creek Trail Bridge 31.7 Renovation

We regret to inform you that the application noted above was not recommended by the DNR Director. This is a competitive grant program. More applications were submitted than could be funded.

New DNR Recreation Grant applications are accepted on April 1 each year. If you would like to discuss potential projects and strategies for a future application, contact your Grant Coordinator.

Thank you for your interest in the Michigan Spark Grant Program.

Sincerely,  
Grants Management  
Finance and Operations Division  
Michigan Department of Natural Resources