

**COMMERCE, WALLED LAKE & WIXOM (CW2) TRAILWAY  
MANAGEMENT COUNCIL  
WALLED LAKE COUNCIL CHAMBERS  
1499 E. West Maple Rd.  
Walled Lake., MI 48390**

**AGENDA  
Wednesday 16 January 2019  
3:00 P.M.**

- 1. Approval of Minutes**
- 2. Public Comment**
- 3. Design/Engineering – Next Steps**
  - a. Plans finalized by MDOT, job advertised**
  - b. Bridge update**
  - c. Phase Two Design/Engineering/Route/RFP update**
- 4. Adams Billboard Lease Update**
- 5. 2019 Trail Council Budget discussion & approval**
- 6. Annual Election of Council Officers**
- 7. Trail Manager Report**
  - a. Resolution on Trail Name (tabled until February meeting)**
  - b. Trail Manager 2019 contract**
- 8. Greenaway Drain Replacement work approval**
- 9. Financials submitted, discussion as warranted**
- 10. Other matters and next meeting date**
  - a. Next Friends Group meeting Weds, Mar 5; Wixom Library**
  - b. Next Trail Council meeting Feb. 13; Walled Lake**

**Continued next page**

**11. Approve the Warrants**

- a. Manager of the Air Line Trail**
- b. Trail Attorney's invoice**
- c. Boss Engineering invoice**

**12. Public Comment**

**13. Adjourn**

**Commerce, Walled Lake, Wixom Trailway Council Meeting  
12-12-2018  
3 p.m.  
Commerce Township Offices  
2009 Championship Drive  
Commerce Township, MI 48390**

**Council members**

David Scott	Commerce	President	Present
L. Dennis Whitt	Walled Lake	Treasurer	Absent
Steve Brown	Wixom	Secretary	Present

John Hensler, Manager of the Michigan Air Line Trail  
Phil Adkison, Adkison, Need, Allen, & Rentrop, PLLC


Also Present: Kristen Wiltfang, Linda Ackley, Deanna Magee, John Calvert, Gabriel Costanzo, John Owsinek, Gerry Fertig, Fred Dore

Meeting was called to order by President David Scott at 3:05 p.m.

ITEM #	DESCRIPTION	ACTION BY
1	Approval of 11-14-2018 Minutes. <b>Motion</b> by Brown, supported by Scott, to approve the Minutes of November 14, 2018. <b>Motion Carried unanimously.</b>	
2	Public Comment. There was no public comment at this time.	
<b>3A, 3A1, 3B, 3C</b>	<p>Update on Design/Engineering &amp; Next Steps.</p> <p>Federal Highway Administration approved the MDOT right-of-way permit. Manager is working with MDOT Lansing to expedite the obligation of funds.</p> <p>Bridge over M-5 is getting some good use; wave panel installation is still set for late Winter or early Spring.</p> <p>The proposed construction engineering consulting fee proposal by Stantec was discussed and again tabled to next month until a Walled Lake Trail Council Representative is present.</p> <p>Phase Two: Wixom is still in discussions with property owners near old railbed; discussing easement potential; updates expected soon.</p>	<p>Manager to follow up on obligation of funds.</p> <p>Phase Two draft engineering RFP to be distributed by Manager after potential route is refined</p>
4	Adams Billboard Lease Update. Final lease is pending; the landscaping plan is being revised by Adams and their consultant. Trees in the line of sight will be replaced by small, low growing trees and small to medium sized shrubs. It was mentioned that a thorny species of shrub should be considered especially around the base of the billboard itself. The footprint of the new billboard is slightly larger than the old one and the DNR is reviewing the site plan. If the DNR requires any property mitigation, Scott mentioned that the MDOT parcel immediately adjacent to the Crumb Rd. turnaround might be a possibility.	

5	<p>Trail Manager Report.</p> <p>Next Great Lake to Lake Trail Summit is in Port Huron on January 10. Manager said to notify him of any requests to attend ASAP. Oakland County Trail, Water &amp; Land Alliance meets the same day in the morning.</p> <p>Resolution on Trail Name change: tabled to a time when all Trail Council members are present and may vote.</p> <p>Trail access policy with recommendations on fees, access conditions, etc. is with attorney for review.</p> <p>West Bloomfield Township Parks indicated that they have budgeted \$75,000 (anticipated 50% cost) for the HAWK beacon at Haggerty Rd.</p> <p>The MALT Friends Group is discussing fundraising options and projects for the group in 2019.</p> <p>Approval of the Trail Manager's 2019 Contract was tabled pending approval of the 2019 Council Operating Budget and when all Trail Council members are present and may vote.</p>	<p>Manager to distribute trail encroachment policy for review by council after attorney has reviewed.</p> <p>Manager to draft Trail Events policy.</p>
6	<p>Bid Approval for Greenaway Drain Replacement. The low bid was presented; it is still 24% above the WRC estimate. As action was not required until January and the present board members wanted to see the amount reflected as a 2019 budget item, the action to approve was tabled to next month.</p>	
7	<p>Financials submitted, discussion as warranted. Updated financials were not issued. Last financials issued by treasurer were through August 31, 2018.</p>	
8	<p>2019 Trail Council Budget discussion. Manager's recommended budget was discussed and additional line items were requested, including the TAP and RCWJF grant amounts, as well as the local contribution/match amounts for the project. It was mentioned by both Mayor Ackley and Walled Lake Councilman John Owsinek (who were both guests in attendance) that Walled Lake's contribution of \$420,000.00 was budgeted. Scott requested a recess so that Manager could make the changes to the proposed budget, including a directive that the 2019 budget would be funded from the existing fund surplus and the anticipated July-December 2019 billboard revenue, and that it could be voted on. <b>Council was in recess from 4:06—4:41 PM.</b> After the return call to order, Scott moved, Brown supported forwarding the proposed 2019 budget to all three community boards for approval. <b>Motion Carried.</b> The date for the next Trail Council meeting was scheduled for January 16, which would ensure time for all three community boards/councils to approve the 2019 Trail Council budget.</p>	<p>Manager to distribute budget to the member municipalities.</p>
9	<p>Other matters &amp; next meeting date.</p> <ul style="list-style-type: none"> <li>• Next regular CW2 Trail Council meeting is Wednesday, January 16, 3pm, at the <b>Walled Lake Council Chambers</b></li> <li>• Next MALT Friends Group meeting is Tuesday, January 8, 6:30 pm, at the <b>Wixom Public Library</b></li> </ul>	<p>Manager to add numbers to resolutions as they are reviewed.</p>
9	<p>Approve the Warrants. Scott moved, Brown supported payment of the first three warrants below for payment. <b>Motion Carried unanimously.</b></p> <ul style="list-style-type: none"> <li>• Invoice for the Manager of the Michigan Air Line Trail,</li> <li>• Invoice for the firm of Adkison, Need, Allen, &amp; Rentrop, PLLC</li> </ul>	<p>Invoices to be paid.</p>

	<ul style="list-style-type: none"> <li>• Invoice for Natural Community Services, LLC</li> <li>• Boss Engineering invoice was tabled to the January meeting, where it could be funded from a specific line item in the new budget, which should be approved by all three communities by the time of the next Council meeting. There is no specific line item in the 2018 budget and requires all three Trail Council members to be present for a vote.</li> </ul>	
<b>19</b>	Public Comment. John Calvert spoke about Mike Levine’s substantial behind-the-scenes lobbying for the Air Line and the GLTL trails overall, and reiterated Mike’s desire to have the trail named the Mike Levine Michigan Air Line Trail. Gabriel Costanzo commented on Walled Lake’s delay in naming a Council representative.	
<b>11</b>	Adjourn. <b>Motion</b> by Brown, supported by Scott to adjourn. <b>Motion Carried Meeting Adjourned at 4:54 PM</b>	

	A	B	C	D	E
1	CW2 Trailway Management Council				
2	<b>2019 Proposed Operating Budget</b>				
3					
4	<b>Budget Resolution 2019-1</b>				
5					
6	<b>Fiscal Year Period: 01/01/2019 to 12/31/2019</b>				
7					
8					
9		2017 FY Actuals	2018 Budget	8/31/2018 YTD Actuals	2019 Proposed
10	<b>Revenue</b>				
11	Surplus forward				130,000.00
12	Community Contributions				
13	Commerce	\$ 30,000.00	\$ -	\$ -	*
14	Walled Lake	\$ 30,000.00	\$ -	\$ -	*
15	Wixom	\$ 30,000.00	\$ -	\$ -	*
16	Local match Commerce				\$ 686,000.00
17	Local match Walled Lake				\$ 420,000.00
18	Local match Wixom				\$ 294,000.00
19	Billboard Revenue (Jul-Dec/2019)	\$ -	\$ -	\$ -	\$ 12,500.00
20	TAP Grant Amount				\$ 2,100,000.00
21	DNR RTF				\$ 50,000.00
22	Ralph C. Wilson, Jr. Foundation				\$ 1,600,000.00
23					
24	Other Donations	\$ 150.00		\$ 450.00	
26	Miscellaneous				
27	Other				
28					
30					
31	<b>Total Revenue</b>	<b>\$ 90,150.00</b>	<b>\$ -</b>	<b>\$ 450.00</b>	<b>\$ 5,292,500.00</b>
32					
33					
34	<b>Expenses</b>				
35	Trail Construction per terms of MDOT, DNR and RCWJF grants				5,150,000
36	Staff - Manager	14,176	24,000	10,105	24,000
37	Trail & Depot Insurance	2,506	3,000	2,721	2,800
40	Attorney	7,367	9,000	2,591	8,000
41	Invasives Mitigation	9,079	5,000	5,295	4,000
42	Trail Master Plan Revise				7,500
43	Other Consultant fees	-	-	11,800	5,000
44	Security & Traffic Control				2,500
45	Greenaway Drain Replacement				32,395
46	Audit	-	1,050	-	1,050
47	Bank & Foundation Service Charges	136	150	-	1,000
48	Meetings - Conferences	-	-	-	300
49	Signage	3,378	1,000	-	2,000
50	Event equipment	-	-	-	500
51	Supplies	-	-	-	250
52	Printing & copying	-	-	-	500
53	Postage & delivery	-	-	-	100
54	Fundraising fees	-	-	-	500
55	Other				
57					
59					
60	<b>Total Expenses</b>	<b>\$ 36,642</b>	<b>\$ 43,200</b>	<b>\$ 32,512</b>	<b>\$ 5,242,395</b>
61					
62	<b>Surplus remaining</b>				<b>\$ 50,105</b>
63					
64	<i>* municipal contributions for 2019 operating out of 2018 existing surplus</i>				
65					

**Commerce, Walled Lake, and Wixom Trailway Management Council  
Trail Manager Consulting Agreement  
Calendar Year 2019**

This Commerce, Walled Lake, and Wixom Trailway Management Council Consulting Agreement (“Agreement”) is made as of January 1, 2019, between the Commerce, Walled Lake, and Wixom Trailway Management Council, whose address is 2009 Township Drive, Commerce, Michigan 48390 (“Trailway Council”) and John Hensler, whose address is 5045 Mansfield Avenue, Royal Oak Michigan 48073 (“Consultant”). The Trailway Council and Consultant are referred to collectively as the “Parties”.

The Parties agree as follows:

1. **Services.** Consultant shall, as directed by the Trailway Council or its designee, provide those services related to the acquisition, construction, operation, maintenance, and repair of the Michigan Airline Trail (“Trail”) (acquired or to be acquired) by the Trailway Council, including but not limited to:
  - a. Act as the Trailway Council’s contact with other public agencies involved in, promotion, operation, funding, and management of trails; such as the County of Oakland, the Michigan Department of Natural Resources, the Michigan Department of Transportation, and the Federal Highway Administration.
  - b. Coordinate with Trailway Council members in communicating with and in obtaining necessary approvals from the municipalities constituting the Trailway Council.
  - c. Work with public and private organizations to obtain funding for the improvement, operation, maintenance and repair of the Trail, including preparation, submission, and processing of grant applications.
  - d. Work with public and private organizations to promote the appropriate use of the Trail.
  - e. Propose and implement approved changes to the operation, maintenance, and repair of the Trail.
  - f. Develop a long term plan for a sustainable Trail.
  - g. Implement the plans and objectives developed by the Trailway Council.
  - h. Review all revenue and expenditures of the Trailway Council and provide monthly reports to the Trailway Council or at other times as directed.
  - i. In accordance with Michigan’s Open Meetings Act, post appropriate notices of Trailway Council meetings.
  - j. Prepare an agenda for each Trailway Council meeting, along with the warrants and financial reports.
  - k. Keep the Trailway Council informed of the progress on all matters related to operation, maintenance and improvement of the Trail and matters related to Trail operations within the State of Michigan.
  - l. Maintain all electronic and paper files and all project records, such as change order log, RFP log, meeting minutes, personal logs, and all correspondence and revenue and expenditure reports.

- m. Prepare proposed budgets for specific projects and annual operations.
  - n. Prepare and present fiscal year reports.
  - o. Seek, and at the direction of the Trailway Council, apply for and administer public and private grants for acquisition, maintenance, and improvement of the Trail and related infrastructure.
  - p. As necessary to meet Trailway Council objectives, communicate with: property owners; municipal members of the Trailway Council and their officials and staff; State, County, and Regional governmental entities and their officials and staff; and private organizations.
  - q. Work with the Trailway Council's attorney to negotiate contracts on behalf of the Council, and address legal matters as they arise.
  - r. With approval of the Trailway Council, proceed with Requests for Proposals for operation, maintenance and improvement of the Trail.
  - s. Distribute invoices to each member community for their portion of Trail costs and expenses.
  - t. Attend Trailway Council Meetings.
  - u. Receive and appropriately handle complaints and suggestions regarding the Trail.
  - v. Take other actions as directed by the Trailway Council.
2. **Compliance with laws.** Consultant shall at all times perform the services required under this Agreement in compliance with Federal, State, and local laws and regulations.
3. **Changes in duties.** The Trailway Council may request changes in the services to be provided by Consultant. Any such changes shall be made in writing and shall detail the change and any change in cost to the Trailway Council.
4. **Consultant's employees or sub-contractors.** Consultant shall, in his sole discretion and judgment, provide such qualified professionals necessary to complete those services required in a professional manner to the satisfaction of the Trailway Council, exercising at all times due care and diligence in the performance of his duties hereunder. Consultant shall provide the Trailway Council notice that Consultant has hired an employee within 24 hours of such hiring.
5. **Consultant responsible for performance.** Consultant shall be responsible for the accuracy and quality of the services performed by it, his employees, agents, or sub-contractors under this Agreement, and shall promptly make necessary revisions and corrections to his services resulting from negligent acts, errors or omissions without additional compensation.
6. **Consultant supplies equipment and materials.** Except as noted herein, Consultant shall supply all materials, equipment, supplies, and incidentals necessary for the satisfactory completion of the services required under this Agreement.



7. **Consultant's testimony.** Consultant shall be present to testify at all hearings and legal proceedings arising out of those services required to be performed.
8. **Duty to notify of complaints.** Consultant shall immediately notify the Trailway Council of any oral or written complaints it receives from third parties regarding the Trailway Council or Consultant and shall work with the Trailway Council to resolve such complaints.
9. **Reports.** Consultant shall prepare such periodic, intermediate, and final reports and records as required by the Trailway Council and as are appropriate to the services performed.
10. **Conflict of Interest.** The Consultant warrants that it will promptly notify the Trailway Council if an actual or potential conflict of interest arises or becomes known to the Consultant. Upon such notification the Trailway Council will investigate the matter and determine, in its sole discretion, whether or not it is appropriate for Consultant to continue his work on the matter.
11. **Independent Contractor.** Consultant shall perform the services under this Agreement as an independent contractor. Any provision in this Agreement that may appear to give the Trailway Council the right to direct Consultant as to the details of doing work or to exercise a measure of control over the work means that Consultant shall follow the direction of the Trailway Council as to end results of the work only. The Consultant, and any affiliated officers, directors, employees or subcontractors, shall not be deemed to be employees of the Trailway Council for purposes of payroll deductions, withholding tax, social security, workers compensation, unemployment compensation, disability benefits, vacation, fringe benefits, or any other purpose. Consultant shall be responsible for payment of all taxes incurred while performing services under this Agreement. In the performance of these services, Consultant shall be responsible for all expenses and disbursements incurred by it in the performance of his duties under this Agreement unless specifically approved in writing and in advance by the Trailway Council as an expense of the Trailway Council. Consultant acknowledges and agrees that Consultant is statutorily required to have in place, make available, and provide Workers Compensation insurance for all of his employees and that if Consultant hires employees to perform any work under this Consulting Agreement then Consultant will cover them with workers compensation insurance and will provide the Trailway Council with a certificate of workers compensation insurance before the employees begin work.
12. **Access to Trailway Council Computer System.** Consultant shall be permitted access to the Trailway Council's computer and record file system for performance of his duties under this Agreement only. Consultant shall not use the Trailway Council's computers, data bases, files, or equipment for private purposes or to perform services for any other party. Consultant shall not install or use third party software on the Trailway Council computer system. The Consultant shall take all steps necessary to insure that the

information in the Railway Council's computer system and files are kept confidential and are accessed only for official purposes.

13. **Term.** The term of this Agreement shall be through the calendar year 2018. Either party may terminate this Agreement, with or without cause, upon 30 days written notice to the other. Any undisputed compensation accrued, but not yet paid to the Consultant upon termination of the Agreement, shall be paid in full after approval by the Railway Council at its next regularly scheduled meeting.
14. **Compensation.** In consideration for services performed, the Consultant shall be paid Twenty Four Dollars per hour for each hour worked and billed to the Railway Council as provided herein. This compensation shall be inclusive of all costs associated with Consultants efforts. Services shall be invoiced monthly by the Consultant, one week prior to the scheduled regular meeting of the Railway Council, for approval by the Railway Council prior to payment. Each invoice shall be itemized and shall state in detail the work performed, who performed the work, the hourly rate charged, and the number of hours (or fraction of hours) worked.
15. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify the Railway Council, its officers, directors, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or sub-consultants in the performance of services under this Agreement.
16. **Insurance.** Consultant shall, as a condition of this Agreement execute a Mandatory Insurance and Indemnification Rider in the form attached as Exhibit A. Notwithstanding the requirements of Exhibit A, the Parties agree that it shall be the Consultant's obligation to notify the Railway Council 30 days before the effective date of cancellation of required insurance policies.
17. **Non-Competition.** Consultant shall not, during the term of this Agreement, require that any person, firm, or corporation, as a condition of employment or subcontracting of work to Consultant, enter into a non-competition agreement or similar requirement that would prohibit such employee or contractor from providing the Railway Council with consulting or other related professional services. This paragraph shall not prevent Consultant from requiring non-competition or similar conditions with respect to his services to other clients or from requiring non-competition clauses in contracts with those who have an ownership interest in his business.
18. **Confidentiality.** During and after the term of this Agreement, Consultant shall not use or disclose to any person or organization, without prior written consent from the Railway Council, any confidential information relating to the Railway Council, to the services rendered, or the results or findings of any studies and analyses conducted during the

performance of such services pursuant to this Agreement. All records, documents, notes, data, or other materials required for or resulting from the performance of Consultant's duties hereunder shall be deemed to be the exclusive property of the Trailway Council and shall be used for no other purpose than the performance of his duties.

19. **Records.** Any records or documents (including copies, summaries or media for electronic storage of data) prepared or acquired by Consultant in performing services pursuant to this Agreement shall belong to the Trailway Council and shall be surrendered to its Legal Counsel upon termination of the Agreement.
20. **Assignment.** The Consultant shall not have the right to assign the rights, or duties under this Agreement to any other person or entity, without the prior written consent of the Trailway Council.
21. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor, of Consultant. Absolutely no third party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
22. **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Trailway Council, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the Trailway Council.
23. **Legal and Equitable Remedies.** Either party shall have the right to enforce the Agreement and any of its provisions by injunction, specific performance, or other relief appropriate to breach of contract, without prejudice to any other rights and remedies that such party may have.
24. **Force Majeure.** Neither party shall be liable for any delay in, or failure of performance of, any covenant contained in this Agreement if such delay or failure is beyond the control of the party, including, but not limited to, acts of God, acts of war, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes to the extent not caused or aggravated by the non-performing party.
25. **Governing Law.** The Agreement shall be construed in accordance with the laws of the State of Michigan.
26. **Entire Contract.** The Agreement contains the entire contract between the parties. Any contemporaneous contracts, agreements, representations, and warranties, either oral or written, shall be deemed void.
27. **Severability.** If one or more of the provisions of the Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

28. **Survival.** The terms of the Agreement shall remain enforceable and shall survive the termination of this Agreement.

**COMMERCE, WALLED LAKE, AND WIXOM  
TRAILWAY MANAGEMENT COUNCIL**

By: \_\_\_\_\_  
David E Scott  
Its: Authorized Council Member

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

**CONSULTANT**

By: \_\_\_\_\_  
John Hensler

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

December 10, 2018

Mr. John Hensler  
Trail Manager  
Commerce, Walled Lake and Wixom Trailway Management Council

Dear Mr. Hensler:

Per the agreement approved at the council's November meeting, the Oakland County Water Resources Commissioner's Office (WRC) has received bids to replace the trail culvert over the Greenaway Drain in Walled Lake. Five contractors responded with prices. The low bidder is V.I.L. Construction with a bid of \$24,900. V.I.L. Construction works regularly with WRC and is highly qualified to perform culvert installations.

If you are agreeable to this price, we will invoice the trail council and award the contract to V.I.L. Construction for \$24,900.

Feel free to contact me with any questions you may have at 248-858-1213.

Sincerely,



Geoff S. Wilson, P.E.  
Drain Maintenance Engineer



## Greenaway Drain Culvert Replacement Estimate of Probable Costs

	Unit	Qty	Unit Price	Cost
1) <b>Contracted Services:</b>				
Overall Construction Cost	LS	1	\$ 24,900	\$ 24,900
Easement Acquisition			\$ -	\$ -
			Sub-Total	\$ 24,900
2) <b>Project Development:</b>				
Consultant Engineering (none proposed)				\$ -
Design - By WRC				\$ 1,200
Easement Research				\$ 350
Surveying				\$ 400
			Sub-Total	\$ 1,950
3) <b>Contracted Services: Project Financing (1)</b>				
Bond Counsel				\$ -
Financial Consultant				\$ -
Official Statement				\$ -
Bond Rating Fees				\$ -
Bond Discount (1 1/2%)				\$ -
			Sub-Total	\$ -
4) <b>County Services:</b>				
Administration				\$ 200
Engineering				\$ 300
Right-Of-Way				\$ 600
Construction Inspection				\$ 1,500
			Sub-Total	\$ 2,600
			GRAND SUBTOTAL	\$ 29,450
5) <b>10% Contingency</b>				\$ 2,945
			<b>Estimate of Probable Project Cost</b>	<b>\$ 32,395</b>

(1)- assumes no financing

# Greenaway Drain Culvert Replacement - Michigan Airline Trail

Walled Lake, MI

Item	Unit	Quantity	Notes	Unit Price	Total
Mobilization, 10% max	LSUM	1		2,400.00	2,400.00
Culv Rem, 24-48 inch	EA	1		6,000.00	6,000.00
Culv, Conc, CI IV, 48 inch	FT	32	Use 6A, Crushed for bedding. Use Sand Backfill Trench option per WRC Class "B" Bedding Trench detail.	300.00	9,600.00
Culv End Sect, Conc, 48 inch	EA	2	Delete bar screen from WRC End Section and Bar Screen detail.	1,600.00	3,200.00
Culv End Sect, Footing, Modified	EA	2	42" depth per WRC End Section and Bar Screen detail.	400.00	800.00
Riprap, Plain	SYD	40	Provide per WRC End Section and Bar Screen detail.	60.00	2,400.00
Restoration, Special	SYD	50	Restore top surface using existing trail materials or existing topsoil. Provide seed and blanket for topsoil areas. Use this restoration in lieu of sod for WRC End Section and Bar Screen detail.	10.00	500.00

GRAND TOTAL

24,900.00
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**TO:** CW2 Trailway Council/L. Dennis Whitt  
c/o City of Walled Lake  
1499 E. West Maple Rd.  
Walled Lake, MI 48390

**INVOICE:** CW2 Air Line Trail Manager, December 11, 2018—January 14, 2019

**INVOICE DATE:** January 15, 2019

**DESCRIPTION:** Support for the following work from December 11—January 14, 2019:

*Marketing:*

Monthly maintenance/build-out, posting/updating to social media accounts (Facebook, Instagram, Twitter): 5 hrs

Presentation development, temp signage development, media follow-up: 6 hrs

Further refinements & development of 2<sup>nd</sup> gen website, drafting/writing new pages for site, archiving 9 hrs

*20 hours*

Research & study of trail materials and surface types, including engineer/constructor consultation of other trails and their surfaces (ongoing)

*.5 hour*

Phase One Construction Engineering: including consultation, management, RFP follow-up and analysis including Greenaway Drain plans, MDOT/FHWA permit & plans review, donor relations, etc.

*21 hours*

*Meetings/Events:*

12.12 Trailway Council

Hours:

3.5

1.8 MALT Friends Group meeting

2.5

1.10 Oakland County TWLA meeting, Pontiac

2.5

1.10 Great Lake to Lake Trail Summit #4, Port Huron

4.0

---

12.5 hours

*Misc administrative tasks:* email, Maintenance for MailChimp service (edits/adds to email list, emails to Friends group and to main email list), general phone meetings/consultation, coordination, etc.

*11 hours*

**TOTAL @ \$24/hour**

**\$1,560.00**

**Remit to:** John Hensler



5045 Mansfield Ave.  
Suite 305  
Royal Oak, MI 48073  
248.506.0942  
SS# on file  
Terms: 15 days

**Thank You!**

invoice sam:JWHT11519

Adkison, Need, Allen, & Rentrop, PLLC  
39572 Woodward  
Suite 222  
Bloomfield Hills, MI 48304  
248-540-7400, Fax 248-540-7401  
Tax ID Number: 38-3224154

Michigan Air Line Trail  
2009 Township Drive  
Commerce Township MI 48390

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December 31, 2018  
Account No: 3051M

Attn: John Hensler

Balance

\$1,176.00

**Credit card payments may be made online through the firm's website at [www.anafirm.com](http://www.anafirm.com). Please note that the firm accepts Visa, Mastercard, American Express and Discover.**

Adkison, Need, Allen, & Rentrop, PLLC  
 39572 Woodward  
 Suite 222  
 Bloomfield Hills, MI 48304  
 248-540-7400, Fax 248-540-7401  
 Tax ID Number: 38-3224154

Michigan Air Line Trail  
 2009 Township Drive  
 Commerce Township MI 48390

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 December 31, 2018  
 Account No: 3051-0000M  
 Statement No: 115608

Attn: John Hensler


	Previous Balance			\$684.00
	<u>Fees</u>			
		Rate	Hours	
12/03/2018	Outside conference with John Hensler regarding status of pending matters.	120.00	1.00	120.00
12/12/2018	Telephone call from John Hensler regarding budget process, status of Michigan Department of Transportation grant, and agenda items for December meeting of Trailway Management Council.	120.00	0.20	24.00
	Telephone call to John Hensler regarding revised proposed Budget and need to include revenue from all sources.	120.00	0.20	24.00
	Telephone call from Rebecca Kosta, Adams Outdoor representative, regarding landscape plan and Michigan Department of Natural Resources approval of lease.	120.00	0.30	36.00
	Attend December meeting of Trailway Council.	120.00	1.20	144.00
12/17/2018	Receive, review, and respond to correspondence from Jon Mayes at Michigan Department of Natural Resources regarding Adams Outdoor Sign Lease.	120.00	1.20	144.00
	For Current Services Rendered		4.10	492.00
	Total Current Work			492.00

Subtotal \$1,176.00

Your account is 60 days past due.

Total Due for this Matter \$1,176.00

**Credit card payments may be made online through the firm's website at [www.anafirm.com](http://www.anafirm.com). Please note that the firm accepts Visa, Mastercard, American Express and Discover.**



# BOSS ENGINEERING

ENGINEERS • SURVEYORS • PLANNERS  
LANDSCAPE ARCHITECTS

3121 E. Grand River  
Howell, MI 48843  
517 546-4836

City of Walled Lake  
Sandra Barlass  
1499 W. Maple Road  
Walled Lake, MI 48390

Invoice number 111616  
Date 10/16/2018

Project **17-443 CITY OF WALLED  
LAKE/NW34/COMMERCE/MI AIRLINE  
TRAIL**

For Professional Services Rendered Through September 30, 2018.

\$7,500 +/- Hourly Estimate

Civil Engineering Services for consultation on the design and construction of the Michigan Airline Trail through the City of Walled Lake. Also includes drawing updates and coordination of culvert crossing.

EMAIL ALL INVOICES WITH DETAIL TO SANDRA BARLASS Finance@walledlake.com PER 8/2/18

**\*\* WE ACCEPT VISA, DISCOVER AND MASTERCARD \*\***

### Professional Fees

	Hours	Rate	Billed Amount
Bradd D. Maki	10.25	100.00	1,025.00
Patrick L. Cleary	13.25	100.00	1,325.00
Professional Fees subtotal	23.50		2,350.00
		Invoice total	<b>2,350.00</b>

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
111616	10/16/2018	2,350.00	2,350.00				
	Total	2,350.00	2,350.00	0.00	0.00	0.00	0.00

NET DUE 10 DAYS

## City of Walled Lake - Project Detail Report

Project I	Date	Employee	Units/Hou	Notes
17-443	09/04/18	Bradd Maki	0.75	email reviews and response regarding drawing meeting
17-443	09/06/18	Bradd Maki	1.00	Trail email reviews and email to Chelsea on status of meetings and project submittal
17-443	09/07/18	Bradd Maki	0.50	Trail meeting coordination (0.5hr)
17-443	09/11/18	Patrick Cleary	1.00	Plan Review & Meeting Coordination
17-443	09/11/18	Bradd Maki	0.75	meeting coordination
17-443	09/13/18	Patrick Cleary	4.50	Project Review Meeting Wixom, Summary Notes, Follow-up
17-443	09/13/18	Bradd Maki	1.50	call and email to WRC, culvert crossing status at Trail & Greenaway drain (0.75hr), trail meeting discussion and call to Chelsea (0.75hr)
17-443	09/14/18	Bradd Maki	1.00	trail meeting email to City, related call, discussion w/Patrick
17-443	09/14/18	Patrick Cleary	1.00	City & Stantec Coordination & Follow-up
17-443	09/19/18	Bradd Maki	0.50	follow-up email to Geoff Wilson (WRC)-rail trail drain crossing status and greenaway drain info.
17-443	09/20/18	Patrick Cleary	1.00	Plan Revisions & Special Provisions
17-443	09/21/18	Bradd Maki	0.75	emails, trail follow-up, call with WRC (Geof Wilson) on culvert crossing.
17-443	09/21/18	Patrick Cleary	2.50	Plan Revisions & Special Provisions
17-443	09/24/18	Patrick Cleary	1.00	Plan Updates & Special Provisions
17-443	09/24/18	Bradd Maki	1.50	prepare/send email to Stantec (culvert), related calls (1.5hr)
17-443	09/25/18	Bradd Maki	0.75	SP discussion w/Patrick, related email reviews and discussion about edits
17-443	09/25/18	Patrick Cleary	2.25	StanTec Coordination
17-443	09/26/18	Bradd Maki	0.50	phone conversation (culvert crossing) w/Tony from Stantec
17-443	09/27/18	Bradd Maki	0.75	call with Dan on email from Hensler, provide email response to culvert repair on trail

**23.50**