

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

**AGENDA  
Wednesday 13 December 2017  
3:00 P.M.**

- 1. Approval of Minutes**
- 2. Public Comment**
- 3. Update on Design/Engineering & TAP grant application**
- 4. Trail Manager Report**
- 5. Adams Billboard Lease Amendment Update**
- 6. Escrow Account Reconciliation**
- 7. 2018 Trailway Council Budget discussion**
  - a. Application for Tax ID Number**
  - b. Trail Manager Contract**
- 8. Other matters and next meeting date**
  - a. Next Friends Group meeting Jan. 3; Commerce Library**
  - b. Next Trail Council meeting Jan. 10; location?**
- 9. Approve the Warrants**
  - a. Manager of the Air Line Trail**
  - b. Trail Attorney's invoice**
- 10. Public Comment**
- 11. Adjourn**

**Commerce, Walled Lake, Wixom Trailway Council Meeting**  
**11-8-2017**  
**3 p.m.**  
**Walled Lake Council Chambers**  
**1499 E. West Maple Rd.**  
**Walled Lake, MI 48390**

**Council members**

David Scott	Commerce	President	Present
Colleen Coogan	Walled Lake	Treasurer	Present
Deanna Magee	Wixom	Secretary(Alternate)	Present

John Hensler, Manager of the Michigan Air Line Trail  
Phil Adkison, Adkison, Need and Kelly Atty

Also Present: John Calvert, Bradd Maki

Meeting was called to order by President David Scott at 3:04 p.m.

**Item 1.** Approval of 10-11-2017 and 10-25-2017 Minutes. Coogan requested a change to the minutes to more accurately reflect the discussion of that meeting, specifically including discussion of ensuring that the Design Engineering firm include trailheads and any associated parking lots in the final designs. **Motion** by Coogan, supported by Scott, to approve the Minutes of October 11, 2017 with this change. **Motion Carried unanimously.** Motion by Coogan, support by Magee to approve the minutes of the 10-25-17 special meeting. **Motion Carried unanimously.**

**Item 2.** Public Comment. John Calvert commented that Michigan Greenways and Trails Association is forming a Trail Council for the Great Lake to Lake Trail, and that a member from the Michigan Air Line Trail would be welcome. This council should be formally organized in the next couple of months.

**Item 3.** Update on Design/Engineering and TAP Grant Application. Coogan indicated dissatisfaction with the lack of invitation and participation of city engineers in the review of the trail's Design Engineering. Manager indicated that he will invite all three city engineers to participate in the Stantec update meeting, held via conference every other Tuesday at 1:30pm (next meeting is Nov. 21). Manager will also ensure that Engineers are able to review the preliminary Engineering reports as they are produced. Manager to confirm contact information for each engineering staff per community.

Manager reported that the only response to the TAP application to date was a response from someone at MDOT indicating that the level of local match was thought to be low. Manager suggested getting more information and clarification on this matter, but it was the opinion of the council to hold off on this and wait for MDOT to make a formal request for funds or application changes.

**Item 4.** Trail Manager Report. Mr. Hensler shared that he met with JJ Tighe of the Ralph Wilson Foundation. Mr. Tighe is the Foundation's principal trail contact, and Manager led him on a walking tour of much of the trail including WL Depot, Pontiac Trail Crossing, M-5 bridge site and M-5 Metro Trail junction. The Foundation is in an information-gathering stage and will offer suggestions to the Foundation, including grant opportunities, in the next several months.

At the MAT Friends meeting on the 7<sup>th</sup>, discussion centered around fundraising options and potential organizations to contact. Discussion also centered around incentives for businesses along and near the trail to symbiotically increase business use by Friends of the Trail.

**Item 5.** Beck Road Pathway: Mr. Hensler met with the developers and signed the license agreement. Mr. James Galbraith (ShearWater developer) indicated that paving of that segment along Beck Road would be completed in the spring of 2018.

**Item 6.** Adams Billboard Lease Agreement. Mr. Adkison indicated that the lease is still in negotiation, and is dependent in part on amendments to come from Commerce – Adams desires the new electronic billboard to be larger than the current sign, as it will be further from the roadway and they wish to maintain a similar level of visibility as they have now. Adkison also indicated that clearing of brush around the sign (to be done by Adams) will be included in the lease. Potential annual revenue may be as high as \$20,000 annually, depending on the outcome of lease negotiations.

**Item 7.** Escrow Account Reconciliation. Negotiations are still in process; currently it appears that the Council may end up owing the Air Line Railroad a sum of approximately \$10,000, but this is an estimate and subject to change. Mr. Adkison indicated he is currently awaiting a formal response to his letter of November 2.

**Item 8.** 2018 Trailway Council Budget Discussion. The Interlocal Agreement states that a budget for the upcoming fiscal year of operation is due prior to the start of that fiscal year. Discussion centered on proposed spending for Operations, with a total proposed operations number of \$38,000/year, with a \$5,000 allowance for Phragmites removal. Motion made by Scott, supported by Magee to have Coogan take the numbers discussed and drop them into a resolution format for the 2018 budget that can then be shared with each community's Board or Council for approval. **Motion Carried unanimously.** Manager will send the file used for this year, with the new numbers added in.

**Item 9.** Other Matters and Next Meeting Date.

- Next regular MAT Trail Council meeting is Wednesday, December 13 at 3pm, at the Walled Lake Council offices.
- Next MAT Friends Group meeting is December 5, at 6:30 pm, location TBD (Wixom library is booked).

**Item 10.** Approve the Warrants. Coogan moved, Magee supported approval of the following for payment. **Motion Carried.**

- A. Invoice for the Manager of the Michigan Air Line Trail,
- B. Invoice for the firm of Adkison, Need and Kelly to be paid from operating budget.

**Item 11.** Public Comment. There was no additional public comment.

**Item 12.** Adjourn. **Motion** by Magee, supported by Coogan to adjourn. **Motion Carried Meeting Adjourned at 4:01 PM**

**Full and Final Release of All Claims by**

**Michigan Air-Line Co. against**

**Commerce, Walled Lake, and Wixom Trailway Management Council**

For good and valuable consideration of \$10,656.73, the receipt and adequacy of which is hereby acknowledged, the undersigned fully and finally releases, acquits, and discharges the Commerce, Walled Lake, and Wixom Trailway Management Council (“Trailway Council”), its successors, assigns, employees, officers, directors, agents, and representatives, from any and all claims, complaints, counterclaims, cross-claims, third-party claims for indemnification or contribution or otherwise, rights, actions, causes of action of any nature whatsoever, obligations, suits, breaches, sums of money and any other demands whatsoever, whether in contract or tort, in law or in equity, or arising under or by virtue of a statute or regulation or judicial reason, that are now recognized by law or that may be created or recognized in the future, and for all other losses, injuries, damages, expenses, or remedies of any and every kind or character, including, without limitation, all actual damages (past, present, future, economic, noneconomic, known, and unknown), all exemplary and punitive damages, all attorney fees, all penalties of any kind, prejudgment and postjudgment interest, and court costs arising out of or relating to the sale of the Michigan Air-Line Railway right of way in the cities of Wixom and Walled Lake Michigan and the Charter Township of Commerce to the Commerce, to the Trailway Council as provided in the documents related to the sale, including but not limited to: the Memorandum of Understanding dated November 15, 2012, as amended; the Amendment to Memorandum of Understanding dated as of the May 16, 2013; the Land Acquisition Project Agreement effective February 6, 2013, as amended; the Offer to Purchase and Addendum to Offer to Purchase effective October 14, 2015; the Escrow Closing Agreement effective October 5, 2015; the Statement of Just Compensation effective October 14, 2015; the Closing Statement dated February 6, 2017 or specifically relating to any claim for reimbursement of funds advanced from Michigan Air-Line Railway Co. to the Trailway Council or paid to the Trailway Council from the Michigan Department of Natural Resources post-closing. The undersigned further acknowledges that the terms of this release have been completely read and are fully understood and voluntarily accepted, and that he has had the opportunity to consult with an attorney at any time and to have an attorney review the terms of this release before it was signed.

Michigan Air-Line Railway Co.

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By: R. Robert Butler, Its President

Dated: \_\_\_\_\_

**Attachment  
Resolution 2018-xx**

Commerce, Walled Lake & Wixom Trailway  
January 1 to December 31, 2018 Budget Proposal

	2015-16 ACTUAL	2017 ADOPTED BUDGET	2017 ACTIVITY 10/31/17	2017 PROJECTED	2018 PROPOSED BUDGET
<b><u>REVENUES</u></b>					
Member Contributions					-
Commerce		30,000	0	30,000	-
Walled Lake		30,000	0	30,000	-
Wixom		30,000	0	30,000	-
Miscellaneous					
<b>TOTAL ESTIMATED REVENUES</b>	<b>0</b>	<b>90,000</b>	<b>0</b>	<b>90,000</b>	<b>0</b>
<b><u>APPROPRIATIONS</u></b>					
Operations					
Trail Manager		36,000	12,748	24,000	24,000
Insurance		3,000	2,506	3,000	3,000
Audit		1,050	0	1,000	1,000
Bank Service Charges			74	0	
Office Supplies			0	0	
Signage		900	3,378	900	1,000
Legal		12,000	6,617	9,000	9,000
Weed Control			4,928		5,000
Subtotal Operations		52,950	30,251	37,900	43,000
Capital Improvement Plan					
Engineering		<u>135,000</u>	<u>1,700</u>	<u>1,700</u>	-
Subtotal Capital Improvement Plan		135,000	1,700	1,700	0
<b>TOTAL APPROPRIATIONS</b>	<b>0</b>	<b>187,950</b>	<b>31,951</b>	<b>39,600</b>	<b>43,000</b>
<b>NET OF REVENUES/APPROPRIATIONS</b>	<b>0</b>	<b>(97,950)</b>	<b>(31,951)</b>	<b>50,400</b>	<b>(43,000)</b>
<b>BEGINNING FUND BALANCE***</b>	<b>0</b>	<b>100,550</b>		<b>100,550</b>	<b>150,950</b>
<b>ENDING FUND BALANCE</b>	<b>0</b>	<b>2,600</b>		<b>150,950</b>	<b>107,950</b>

\*\*\*Due to inaccurate recordkeeping it is unknown how much of this fund balance is the Trailway Council's and how much is part of the seller's escrow. The council legal firm is laborously recreating the proper allocation.

**Attachment  
Resolution 2017-xx**

Commerce, Walled Lake & Wixom Trailway  
January 1 to December 31, 2017 Budget Proposal

	<b>2015-16 ACTUAL</b>	<b>2016-17 ADOPTED BUDGET</b>	<b>2016-17 ACTIVITY 12/31/16</b>	<b>2016-17 PROJECTED</b>	<b>2017-18 PROPOSED BUDGET</b>
<b><u>REVENUES</u></b>					
Member Contributions					-
Commerce		38,000	38,000	38,000	30,000
Walled Lake		38,000	38,000	38,000	30,000
Wixom		38,000	38,000	38,000	30,000
Miscellaneous					
<b>TOTAL ESTIMATED REVENUES</b>	<b>0</b>	<b>114,000</b>	<b>114,000</b>	<b>114,000</b>	<b>90,000</b>
<b><u>APPROPRIATIONS</u></b>					
Operations					
Trail Manager		45,000	7,985	8,000	36,000
Insurance		2,400		0	3,000
Audit		5,100		0	1,050
Bank Service Charges			136	150	
Office Supplies			210	300	
Signage		1,500		0	900
Legal		<u>30,000</u>	<u>901</u>	<u>2,000</u>	<u>12,000</u>
Subtotal Operations		84,000	9,231	10,450	52,950
Capital Improvement Plan					
Engineering		<u>30,000</u>	<u>2,090</u>	<u>3,000</u>	<u>135,000</u>
Subtotal Capital Improvement Plan		30,000	2,090	3,000	135,000
<b>TOTAL APPROPRIATIONS</b>	<b>0</b>	<b>114,000</b>	<b>11,321</b>	<b>13,450</b>	<b>187,950</b>
<b>NET OF REVENUES/APPROPRIATIONS</b>	<b>0</b>	<b>0</b>	<b>102,679</b>	<b>100,550</b>	<b>(97,950)</b>
<b>BEGINNING FUND BALANCE</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>100,550</b>
<b>ENDING FUND BALANCE</b>	<b>0</b>	<b>0</b>		<b>100,550</b>	<b>2,600</b>

**Commerce, Walled Lake, and Wixom Trailway Management Council  
Trail Manager Consulting Agreement  
Calendar Year 2018**

This Commerce, Walled Lake, and Wixom Trailway Management Council Consulting Agreement (“Agreement”) is made as of January 1, 2018, 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. Record 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: \_\_\_\_\_

## **Exhibit A**

### **Commerce, Walled Lake, and Wixom Trailway Management Council**

#### **Mandatory Insurance and Indemnification Rider**

WHEREAS, the Commerce, Walled Lake, and Wixom Trailway Management Council, a Michigan Public Body Corporate (“Trailway Council”), and John Hensler, a sole proprietor consulting contractor (“Contractor”) have entered into an agreement for the provision of trailway management services (the “Agreement”); and

WHEREAS, the Contractor has agreed, as a principal inducement to the Trailway Council to enter into the Agreement, to provide certain insurance coverage for the Trailway Council with respect to any claims, liabilities, actions, or losses incurred by, or asserted against, the Trailway Council related to or arising from the Agreement; and

WHEREAS, the Contractor has agreed, as a principal inducement to the Trailway Council to enter into the Agreement, to indemnify the Trailway Council, its Trustees, officers, agents and employees, for and against any claims, liabilities, actions, or losses incurred by, or asserted against, the Trailway Council related to or arising from the Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and in the Agreement to which this Rider is attached, the parties agree as follows:

- I. Insurance Certificate. The Contractor shall provide, prior to execution of the Agreement to which this Rider is attached, a certificate of insurance issued directly to the Trailway Council by an insurer with an A.M. Best rating of “A” or better, and evidencing the following:
- a. Coverage of the Trailway Council, its trustees, officers, agents and employees as additional insureds;
  - b. That the insurance certified thereunder shall be primary insurance and that any insurance carried by the Trailway Council shall be excess and not contributing.
  - c. A requirement that the insurer provide that at least thirty (30) day prior notice of cancellation or material change to the coverage be provided to the Trailway Council;
  - d. Coverage in the following amounts:
    - i. Worker’s Compensation and Employers Liability coverage covering the statutory requirements of the State of Michigan and insuring the contractor or user with an Employer’s Liability limit of at least \$500,000 for any employees;

- ii. Occurrence based Commercial General Liability coverage covering liability arising out of the operations of the contractor, with an endorsement applying the policy's aggregate limits by location or project, and having minimum liability limits of \$1,000,000 combined single limit per occurrence, a general aggregate limit of at least \$2,000,000 and a products completed operations aggregate of at least \$2,000,000;
- e. Coverage of all contractual liability assumed by the Contractor pursuant to the Agreement to Defend, Indemnify and Hold Harmless.

II. Agreement to Defend, Indemnify and Hold Harmless

The contractor/licensee hereby covenants and agrees to defend, indemnify and hold harmless the Commerce, Walled Lake, and Wixom Trailway Management Council from all liability, claims, actions, causes of action, lawsuits and demands including attorneys fees and costs, fines and/or penalties for personal injury, bodily injury or death (including personal injury, bodily injury or death of the contractor's own employees or the employees of any independent contractor) and/or property damage arising out of or in any way related to the contractor's work or operations on or about the Trailway Council's property, or for or on behalf of the Commerce, Walled Lake, and Wixom Trailway Management Council about or away from the Trailway Council's property, or associated with the breach of the agreement or arising out of the contractor's work or work of subcontractors employed by the contractor.

- III. Conflicts. In the event, and to the extent, of a conflict between the provisions of this Rider, and the contract or agreement to which it is attached or appended, the terms of this Rider supersede and control any inconsistent provisions contained in the contract or agreement.

**Contractor**

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

Dated: April 12, 2017

**The Commerce, Walled Lake, and Wixom Trailway Management Council:**

\_\_\_\_\_  
By: David E. Scott  
Its: President

Dated: April 12, 2017

# Michigan Airline Trails

## Revenue & Expenditure Report

Period Ending 11/30/17

ACCOUNTS	BUDGET	ACTUAL	DIFFERENCE
<b>REVENUES</b>			
Member Contributions			
Commerce	30,000.00	0.00	30,000.00
Walled lake	30,000.00	0.00	30,000.00
Wixom	30,000.00	0.00	30,000.00
Received from MI Airlines Rail		0.00	
Received From Communities			
Donations Received		150.00	
<b>Total Revenues</b>	<b>90,000.00</b>	<b>150.00</b>	<b>90,000.00</b>
<b>Appropriations</b>			
<b>Operations</b>			
Trail Manager	36,000.00	14,176.25	21,823.75
Insurance	3,000.00	2,506.00	494.00
Audit	1,050.00	0.00	1,050.00
Bank Service Charges	0.00	73.50	(73.50)
Office Supplies	0.00	0.00	0.00
Signage	900.00	3,378.25	(2,478.25)
Legal	12,000.00	7,366.97	4,633.03
<b>Total Operations</b>	<b>52,950.00</b>	<b>27,500.97</b>	<b>25,449.03</b>
<b>Capital Improvement</b>			
Engineering	135,000.00	1,700.00	133,300.00
Phragmities Removal	0.00	4,928.00	(4,928.00)
<b>Total Capital Improvement</b>	<b>135,000.00</b>	<b>6,628.00</b>	<b>128,372.00</b>
Chirco Title	0.00	125,320.51	(125,320.51)
City of Walled Lake	0.00	156,375.00	(156,375.00)
Charter Township of Commerce	0.00	312,750.00	(312,750.00)
<b>TOTAL APPROPRIATIONS</b>	<b>187,950.00</b>	<b>34,128.97</b>	
Net Revenues/Appropriations	(97,950.00)	(33,978.97)	
Beginning Fund Balance	93,050.00	93,050.00	
Ending Fund Balance	(4,900.00)	59,071.03	

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

Attn: John Hensler

Page: 1  
November 30, 2017  
Account No: 3051M

Balance

\$965.25

**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

Page: 1  
 November 30, 2017  
 Account No: 3051-0000M  
 Statement No: 111396

Attn: John Hensler

Previous Balance \$750.00

Fees

		Rate	Hours	
11/05/2017	Review federal statutes and rules relating to local tax exempt instrumentalities of political subdivisions and write e-mail responding to inquiry from John Hensler regarding need for Federal Tax ID number.	120.00	1.20	144.00
11/06/2017	Draft proposed First Amended Lease Agreement with Adams Outdoor Advertising and send to Mike Thompson for comment. Telephone call to Mr. Thompson regarding same. Send copy of proposed First Amended Lease Agreement and supporting documents to John Hensler and Trailway Council.	120.00	3.20	384.00
11/08/2017	Attended November regular meeting of Trailway Council.	120.00	1.00	120.00
11/16/2017	Contact Michigan Department of Transportation to obtain their billboard inventory reports for Oakland and Wayne counties. Review the reports that were provided to determine what if any helpful information they may provide in locating billboards located publicly-owned parcels.	75.00	0.75	56.25
11/19/2017	Research and locate 34 properties with digital billboards along the Interstates, M-1, M-59, and US-24. identify those that are (or appeared to be) on publicly-owned parcels.	75.00	3.00	225.00

	Rate	Hours	
11/20/2017			
E-mail from David Wolf regarding research relating to digital billboard lease rates in Oakland County. Telephone call to David Scott regarding same.	120.00	0.20	24.00
Receive and review correspondence from John Hensler regarding billboard lease rate evaluation.	120.00	0.10	12.00
For Current Services Rendered		9.45	965.25
Total Current Work			965.25
<u>Payments</u>			
11/20/2017			
Payment Received, Check # 2083			-750.00
Subtotal			<u>\$965.25</u>
Total Due for this Matter			<u>\$965.25</u>

**Please note that the firm accepts Visa, Mastercard, American Express and Discover.**

**TO:** David Scott/Janet Bushey  
2009 Championship Drive  
Commerce Township, MI 48390

**INVOICE:** CW2 Air Line Trail Manager, November 8—December 12, 2017

**INVOICE DATE:** December 12, 2017

**DESCRIPTION:** Support for the following work from October 10-November 7, 2017:

*Marketing:*

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

Initial presentation development for Fundraising sources: 4 hrs

Further refinements & development of 2<sup>nd</sup> gen website, 5 hrs

*14 hours*

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

*2 hours*

TAP Grant Application including consultation, meetings, review of documents:

Meetings/Events: 4 hours

Management, writing, consultation, media follow-up: 2 hours

*6 hours*

*Meetings/Events:*

11.8 Trailway Council

Hours:

2.5

11.27 Wixom Parks/Rec Open House

2.5

12.4 Meeting at Oakland County w/J. Tighe/  
Ralph Wilson Foundation

2.5

12.5 Pontiac Trail Crossing meeting/Walled Lake

2.0

12.5 MAT Friends' Group meeting

2.5

*12 hours*

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

*15 hours*

**TOTAL @ \$24/hour**

**\$1,176.00**

**Continued next page...**

**TOTAL this invoice**

**\$1,176.00**

**Remit to:** John Hensler  
5045 Mansfield Ave.  
Suite 305  
Royal Oak, MI 48073  
248.506.0942  
SS# 381-76-1596  
Terms: 15 days

**Thank You!**

invoice sam:JWHT1212