

POLLY ANN TRAILWAY OPERATION AND MAINTENANCE AGREEMENT

THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES  
AND  
THE POLLY ANN TRAILWAY MANAGEMENT COUNCIL

October, 1998

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## SECTION 1: AUTHORITY AND PARTIES

This OPERATION AND MAINTENANCE AGREEMENT is entered into pursuant to Part 721 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, ("ACT 451"), MCL 324.72101 et. seq., between the Michigan Department of Natural Resources (the "DNR") and the Polly Ann Trailway Management Council, Inc. (the "COUNCIL"); the "PARTIES".

## SECTION 2: GENERAL PROVISIONS

1. The Michigan DNR agrees to lease the Polly Ann Trail in Oakland County as described in Attachment A, to the Polly Ann Trailway Management Council ( the "COUNCIL"), on terms to be provided for in that lease.
2. The COUNCIL, pursuant to section 72105 of ACT 451, (MCL 324.72105) agrees to develop, manage, operate and maintain the Polly Ann Trailway as provided herein.
3. The COUNCIL agrees that, with the financial assistance of the DNR and such other sources as may be developed, to cause the trailway to be surfaced. After the lease is executed and the trail is surfaced, a reasonable fee, set by the COUNCIL, may be charged for public use of the trail if permitted by law. This fee shall be in the form of a Polly Ann Trailway trail pass or its replacement. Fee revenue shall accrue to the COUNCIL for use in the development, management, operation and maintenance of the Polly Ann Trailway.
4. The DNR commits to help fund trail management, operation and maintenance for the period from September 1, 1997, through at least September 30, 2000. The DNR commits to provide to the COUNCIL not less than \$56,800 per year as provided for in annual grant agreements, from August 1, 1997, through at least September 30, 2000, for property management and for trail operation and maintenance. By July 1, 2000, the DNR shall inform the COUNCIL of whether it will be possible for DNR to provide resources to the COUNCIL for trail operation and maintenance beyond September 30, 2000. This Operation and Maintenance Agreement between the COUNCIL and the Michigan DNR is in effect for the same period as the aforementioned funding. The Michigan DNR and the COUNCIL may renew or extend this agreement if both agree at any time.
5. Given the DNR's backlog of development needs on other trails, the PARTIES

acknowledge that it may be several years before the DNR seeks development funding for the Polly Ann Trailway. Therefore, the COUNCIL and/or its member agencies may choose to pursue development funding, with the understanding that potential grant sources may require local matching funds. All construction within the Trail corridor requires advance approval by the DNR.

6. The PARTIES commit to work together to minimize the amount of public funds needed to properly develop, manage, operate, and maintain the trail. In addition to user fees, possible funding sources include, but are not limited to:
  - Use of special work programs and inmate labor for development and maintenance;
  - Where permitted by law, return of trail-generated revenues (e.g., subsurface utilities along corridor) sale or license of easements across or along the trail, to the trail operating budget;
  - Establishment of an "adopt-a-trail" program in which local organizations agree to help maintain segments of the trail;
  - Fund raising by the "Friends of the Polly Ann Trailway" and/or other local supporters as may be organized and established;
  - Special events on and along the trail;
  - Business and corporate donations.
7. The DNR and COUNCIL shall cooperate to pursue designation of the trail as a Michigan Trailway pursuant to Part 721 of the Natural Resources and Environmental Protection Act, 1994 PA451 as amended (MCL 424.721). The DNR and COUNCIL shall also cooperate to maintain such designation if obtained. Therefore, the DNR and COUNCIL shall seek to develop, operate, maintain, and manage the trail so that it meets all statutory requirements for such designation. See Attachment B.
8. Throughout the term of this agreement, each party agrees to maintain a policy of insurance for injury to persons or property having comprehensive general liability limits of not less than \$1,000,000.00 per incident or occurrence, \$2,000,000.00 aggregate. The State of Michigan, DNR, Forest Management Division shall be listed on the COUNCIL liability policy as a named insured. Each party that employs individuals shall also maintain a policy of Worker's Disability Compensation Insurance in a form required by Michigan law. Proof of the existence of such insurance shall be provided to any party by any party upon written request.
9. Each PARTY to this agreement shall be responsible for its own negligent acts.

### SECTION 3: TRAIL MANAGER

The COUNCIL shall contract a trail manager. By contract, the trail manager's responsibilities shall include:

1. Day-to-day property and trail management (as described in the following).

2. Preparing detailed inventory of existing conditions such as private crossings, road crossings, bridges, corridor encroachments, and landowner needs.
3. Coordinating trail development projects.
4. Liaison with local officials, landowners, the Friends of the Polly Ann Trail and other organizations, user groups, news media, local businesses, and managers of other trails.
5. Directing development of trail master plan.
6. Developing and distributing informational materials on the trail.
7. Supervision of contracted seasonal trails work crews, and volunteers.

#### SECTION 4: MANAGEMENT RESPONSIBILITIES

The COUNCIL agrees to take responsibility for operation and maintenance of the trail and ancillary facilities. The COUNCIL also agrees to take responsibility for management of the DNR owned trail property. The COUNCIL agrees to coordinate enforcement of laws and trail rules, with assistance from local law enforcement agencies and DNR Conservation Officers.

#### SECTION 5: OVERALL TRAIL AND CORRIDOR MANAGEMENT

It is the intent of the PARTIES to this agreement that the COUNCIL will carry out these responsibilities as independently as possible, communicating and coordinating with the DNR when necessary. The COUNCIL is responsible for the following:

1. Physical maintenance of the trail.
2. Routine operations such as trail clean-up, trash pick-up, sign replacement, vault toilet pump-out, brushing, fee collection and handling, and law and rule enforcement.
3. Through its local Conservation Officers, DNR's Law Enforcement Division will also participate in enforcement.
4. Communications and problem solving with local officials, citizens, and trail users.
5. Management of the trail corridor property, including: response to encroachments

on the property; investigating requests for nonpark uses of trailway property.

6. Organizing and/or conducting special events on or relating to the trail.
7. Providing information to the public about the trail.

#### SECTION 6: TRAIL OPERATION AND MAINTENANCE

The COUNCIL agree to take responsibility for trail operation and maintenance utilizing the following guidelines, which are not to be construed as requirements:

##### A. DAILY ACTIVITIES:

Daily maintenance activities that may be undertaken during peak use periods, (i.e. May 1 through October 31), and recognizing that use levels will be the ultimate factor in determining daily maintenance requirements, may include:

1. Clean all bathroom facilities.
2. Pick up all litter from staging areas.
3. Empty trash containers at staging areas.

##### B. WEEKLY ACTIVITIES:

1. Inspect trail surface and sweep or blow as needed.
2. Pick up litter from entire trail corridor.
3. Mow turf areas.
4. Inspect all signage and repair or replace as needed.

C. Monthly activities:

1. Mow trail shoulders.
2. Inspect and repair fences as needed.

D. Yearly activities:

1. Grade gravel parking areas,
2. Cut and remove brush to maintain proper trail clearance.
3. Repair trail surface as needed.
4. Inspect all buildings for major maintenance needs.
5. Repaint/replace signs and stripe road crossings as needed.
6. Pump restroom holding tanks.
7. Insure proper drainage along and across corridor.

SECTION 7: LAND MANAGEMENT

The COUNCIL agrees to manage trailway land by:

1. Inventorying established motor vehicle and farm crossings.
2. Evaluating requests for new motor vehicle and farm crossings.
3. Investigating encroachments on trail property.
4. Evaluating requests for utility use of the corridor.
5. Evaluating requests for sale, lease, or exchange of corridor land.
6. Investigating inquiries and concerns from adjacent landowners, local officials, and others related to any of the above.
7. Performing other appropriate land management tasks.

SECTION 8: TRAIL RULES

Basic rules governing trail use shall include the "State Land Rules (State Lands Other Than State Parks and Recreation Areas)", R 299.331- R 299.335 of the Michigan Administrative Code, as duly promulgated or amended. See Attachment A.

As provided for by these rules, the DNR Director with the approval of the Council, may establish additional trail rules by approving or amending Land Use Orders of the Director. As lessee of the property, the COUNCIL may enact additional trail rules compatible with the State Land Rules and any applicable Land Use Orders of the Director. See Attachment C.

#### SECTION 9: ENFORCEMENT OF LAWS AND RULES

The parties agree that consistent enforcement of trail rules and regulations is essential to providing a secure atmosphere for trail users, adjacent residents and property owners. To this end, the parties agree as follows:

As with other public parks, enforcement of laws and rules on the trailway will be a cooperative effort between the COUNCIL and law enforcement personnel. The COUNCIL will work with the Oakland County Sheriff's Department, village and township police agencies, the Michigan State Police and local DNR Conservation Officers to coordinate enforcement action.

The first level of enforcement shall be patrols by the COUNCIL's contracted trail staff, who shall patrol as they travel the trail corridor while performing their litter pick-up, restroom cleaning, trash removal, and inspections. The COUNCIL's contracted trail staff's enforcement role is limited to informing trail users of trail rules and regulations and requesting compliance. (Experience has shown that a high percentage of recreational users violate rules because they are unaware of the regulation and will comply upon request.)

Contracted trail staff shall not have authority to enforce rules and regulations.

When voluntary compliance is not forthcoming, trail staff shall be instructed to immediately report suspected violations to officials with law enforcement authority. Trail Staff may be equipped with a two-way radio or car phone allowing them to immediately summon assistance. They will be instructed never to confront any trail user to force compliance with the rules.

Enforcement action will be taken in response to complaints. Those observing violations of law or park rules will be urged to contact "911."

If chronic violations are found to occur, the COUNCIL will seek special assistance from law enforcement agencies in terms of additional patrols to focus on specific problems. These additional patrols may be funded in the trail operations budget through a specific annual allocation for enforcement assistance.

IN WITNESS WHEREOF, the authorized representatives of the DNR and the COUNCIL have signed this agreement on the dates indicated below.

COUNCIL

DNR

EFFECTIVE  
DATE: \_\_\_\_\_

EFFECTIVE  
DATE \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Chairman Eugene Mallia

DNR