CITY OF LINDEN CITY COUNCIL MEETING AGENDA
LOCATION: LOOSE SENIOR CENTER, 707 NORTH BRIDGE STREET, LINDEN, MI 48451

Monday, October 26, 2026 6:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

III. ROLL CALL & INTRODUCTIONS
(A) Excuse Absent Member(s)

IV. SPECIAL PRESENTATIONS
(A) Genesee County Sewer Rate Review Presentation

V. PUBLIC HEARINGS

VI. CORRESPONDENCE
(A) MPSC Notice Dispute Resolution: Franchise Entity (Municipality) or Provider vs. Provider

VII. PUBLIC COMMENT
Individuals wishing to speak will be called upon utilizing the completed Public Comment Cards. Remarks should be addressed to the presiding officer and is not time for debate, but for comments or questions for Council and/or Staff to answer or research. Questions will be answered during the meeting if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within one week or 7 business days, or when the information becomes available. No person shall have the right to speak more than once on any particular subject until all persons wishing to be heard on that subject have the opportunity to speak.

VIII. CONSENT AGENDA
The following item(s) are considered routine and will be enacted by one motion. No separate discussion will occur unless a Council Member or citizen requests such discussion, in which event the item(s) will be removed from the Consent Agenda and considered in the normal sequence of business.
(A) Approve City Council Meeting Minutes from October 13, 2026
(B) Approve City Bills in the amount of $4,134,894.12
(C) Receive & File Department Reports
(D) Resolution No. 15-26 Directing Annual Notice of Publication for Uncontained Trash Removal
(E) Resolution No. 16-26 Adoption of Annual Exemption – Public Act 152

IX. UNFINISHED BUSINESS
(A) Monthly Grant Updates: All Pending & Newly Applied for Grant
(B) Contract Statuses - Museum and Library in Mill Building
(C) Loose Van Update

X. NEW BUSINESS
(A) Wade Trim Agreement for Planning Services for 2027-2029
(B) HydroCorp Agreement Extension
(C) Mass Transportation Authority (MTA) Van Lease & Special Services Agreement
(D) New Fire Engine Pumper Truck
(E) FOIA Appeal

XI. MANAGER'S UPDATE & RESPONSE TO PUBLIC COMMENTS

XII. CITY ATTORNEY'S UPDATE

XIII. COUNCIL COMMENTS & REPORTS

XIV. CLOSED SESSION
(A) Attorney-Client Privilege Letter Dated: 10/21/2026 RE: Lease

XV. ADJOURNMENT

GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE
- DIVISION OF -
WATER & WASTE SERVICES
G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

MEMORANDUM

To: Jeff Wright
Drain Commissioner

From: John F. O'Brien, PE, BCEE
Director

Re: District 3 Rates

Date: July 7, 2026

On January 2, 2022, the County Agency established rates for District 3 as follows:

RTS	-	$7.20 per month
Commodity	-	$2.45 per 100 cf
Non-Metered	-	$38 per month
Bulk Rate	-	$3.30 per 1000 gallons

Forty-Five percent (45%) of the customer base is non-metered. This rate generates approximately $5,950,000 per year. With additional revenue of $501,000, our total is around $6.4 million per year. Our expenses for the last three years have been $5.31 million, $6.48 million, and $6.27 million for 2023, 2024, and 2025 respectively. The large increase from 2023 to 2024 was for landfill operations. Our Reserves at the beginning of 2026 were $8.5 million and are projected to be $7.9 million at the end of 2026. One dollar ($1) on the readiness-to-serve charge generates $200,000 in annual revenue. Ten cents ($0.10) on the commodity charge generates $150,000 in annual revenue.

In 2020, the County Agency completed its Master Plan for the sewer system, based on the land use plans of Linden, Fenton City, Fenton Township, and the capacity contract of Livingston County. The Plan does not anticipate any significant growth in the customer base over the next five years. Also in 2020, the County Agency, with the assistance of our consulting firm, developed a rate model for all four of our financial centers, including District 3. In 2026, the Finance Department updated the Rate Model through 2025 Actual and included the anticipated 2026 Budget.

District 3's original sewer system was constructed in the 1960s; the system is going on 60+ years. The system includes 1 treatment facility, 1 major pumping station and 20 miles of County sewer. All community customers are wholesale customers. Each community maintains its own collection system. Over the last few years, we have been replacing our older equipment due to the fact that we cannot find repair parts for the older equipment.

With the updated model, we add projected inflation rates to each category. We assume three percent (3%) as the default rate and added known inflationary rates such as contracts or historical values such as Electricity.

Our first run at the model was performed as is. Using the 2026 Budget and only applying inflationary rates for the years 2027 through 2032, District 3 will remain solvent through 2032 and go negative in 2033.

Our second run established a minimum reserve balance of $5 million at the end of 2031. This will require a rate increase of 8.7%.

The third run included a modest salary increase for employees of 2%, resulting in a 13% rate increase.

The fourth run increased repair and maintenance by $470,000 annually. This resulted in a 19.4% rate increase.

The fifth run increased repair and maintenance by $1,118,000 annually. This resulted in a 30.1% rate increase.

The sixth run set the rate increase at 25%, which resulted in $800,000 annually for repair and maintenance.

The seventh run used the results of the fourth run but established an annual rate increase in lieu of a single increase. The result was a 6% increase per year for 5 years.

I am recommending the following rate structure:

RTS	-	$8.70 per month
Commodity	-	$3.00 per ccf
Non-Metered	-	$46 per month
Bulk Rate	-	$4.25 per 1000 gallons

The above rate structure represents about a 21% rate increase and will generate an additional $125,000 per year.

The bulk rate was increased by an additional $0.25, in lieu of charging a readiness-to-serve charge such as an equivalent meter.

Finally, I ran the rates based on annual increases and came up with the following:

	2026	**2027**	**2028**	**2029**	**2030**	**2031**
RTS	$7.20	$ 7.65	$ 8.12	$ 8.62	$ 9.15	$ 9.72
Commodity	$2.45	$ 2.60	$ 2.76	$ 2.93	$ 3.11	$ 3.31
Non Meter	$3.80	$ 40.36	$42.85	$45.51	$48.33	$51.33

While the customer would pay approximately $20 over the next five (5) years, their rate at the end of the five (5) years would be 12% higher than the single impact. This will generate just under $8.3 million per year for the next five years.

I have enclosed the model runs for your review. Should you have any questions, do not hesitate to contact this office.

JFO/JMW
Attachment
cc: Dan Potter, Chief Deputy Drain Commissioner

GCDC WWS
Utility Rate Model - Draft
District 3 O&M Budget Input

Department	Description	Account	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Department 00 - General	Fund 3100 Paying Agent Fees	996	750	750	825	825	825	750	750	750	750	750	750	750	750
Department 03 - Operations	Salaries and Wages	702	772,585	956,403	943,678	1,032,769	1,151,928	1,186,486	1,222,080	1,258,743	1,296,505	1,335,400	1,375,462	1,416,726	1,459,228
Department 03 - Operations	Salaries and Wages Personal Time	702.01	39,397	36,715	35,588	37,558	40,762	41,985	43,244	44,542	45,878	47,254	48,672	50,132	51,636
Department 03 - Operations	Salaries and Wages Vacation Time	702.02	50,077	61,294	61,396	69,337	84,406	86,938	89,546	92,233	95,000	97,850	100,785	103,809	106,923
Department 03 - Operations	Salaries and Wages Holiday	702.03	45,647	53,307	54,049	60,520	66,148	68,132	70,176	72,282	74,450	76,684	78,984	81,354	83,794
Department 03 - Operations	Salaries and Wages Vacation Cash In	702.04	-	2,524	7,959	3,431	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334
Department 03 - Operations	Salaries and Wages Separation	702.05	-	-	612	24	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Department 03 - Operations	Overtime	709	63,415	70,521	82,132	127,265	110,000	90,000	92,700	95,481	98,345	101,296	104,335	107,465	110,689
Department 03 - Operations	Bonus	710	20,013	12,175	15,425	14,042	16,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Department 03 - Operations	Insurance Opt Out	711	-	3,600	3,600	373	8,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Department 03 - Operations	Fringe Benefits Taxes	716.01	77,963	91,448	92,118	102,836	109,000	112,270	115,638	119,107	122,680	126,361	130,152	134,056	138,078
Department 03 - Operations	Fringe Benefits Pension	716.02	233,780	334,520	350,371	409,515	447,972	461,411	475,253	489,511	504,196	519,322	534,902	550,949	567,478
Department 03 - Operations	Fringe Benefits Medical - Active	716.03	237,222	244,001	221,606	290,427	323,784	333,498	343,502	353,808	364,422	375,354	386,615	398,213	410,160
Department 03 - Operations	Fringe Benefits Dental and Optical - Active	716.05	20,076	20,129	19,002	23,802	19,388	19,970	20,569	21,186	21,821	22,476	23,150	23,845	24,560
Department 03 - Operations	Fringe Benefits Life - Active	716.09	11,125	17,686	17,752	21,494	23,005	23,695	24,406	25,138	25,892	26,669	27,469	28,293	29,142
Department 03 - Operations	Fringe Benefits Worker's Compensation	716.11	7,630	13,551	11,633	12,210	15,236	15,693	16,164	16,649	17,148	17,663	18,193	18,738	19,301
Department 03 - Operations	Fringe Benefits OPEB	716.12	85,257	161,705	149,179	106,942	155,831	160,506	165,321	170,281	175,389	180,651	186,070	191,652	197,402
Department 03 - Operations	Fringe Benefits Uniforms	716.13	4,894	5,651	5,896	6,101	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501
Department 03 - Operations	Fringe Benefits Tuition Reimbursement	716.14	-	-	948	-	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900
Department 03 - Operations	Fringe Benefits Miscellaneous	716.15	60	140	43	80	150	155	159	164	169	174	179	184	190
Department 03 - Operations	Clinic Expense	722	409	207	605	490	700	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Department 03 - Operations	Unemployment	723	-	-	-	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Office Supplies	726	2,001	1,416	1,143	1,691	3,000	1,700	1,751	1,804	1,858	1,913	1,971	2,030	2,091
Department 03 - Operations	Operating Supplies Diesel	727.05	-	-	-	-	2,000	3,700	3,811	3,925	4,043	4,164	4,289	4,418	4,551
Department 03 - Operations	Operating Supplies General	727.99	870	2,873	1,840	3,638	3,700	3,700	3,811	3,925	4,043	4,164	4,289	4,418	4,551
Department 03 - Operations	Chemicals Iron	728.05	-	-	-	16,482	20,000	300	309	318	328	338	348	358	369
Department 03 - Operations	Chemicals Lime	728.06	-	-	-	-	300	300	309	318	328	338	348	358	369
Department 03 - Operations	Chemicals Polymer	728.08	114,828	39,100	-	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Chemicals Miscellaneous	728.20	3,110	3,055	5,042	25,553	25,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department 03 - Operations	Lab Supplies	729	12,647	7,246	25,371	5,366	16,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609
Department 03 - Operations	Computer Supplies	730	677	230	685	557	1,500	500	515	530	546	563	580	597	615
Department 03 - Operations	Miscellaneous & Janitoral Supplies	731	2,584	2,458	2,496	4,337	4,500	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919
Department 03 - Operations	Postage	733	52	93	-	-	100	100	103	106	109	113	116	119	123
Department 03 - Operations	Tools	734	3,675	6,683	2,560	4,252	11,000	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069
Department 03 - Operations	Dues and Memberships	740	4,168	5,489	4,890	5,178	6,500	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
Department 03 - Operations	Books and Subscriptions	741	75	-	-	-	300	100	103	106	109	113	116	119	123
Department 03 - Operations	Printing and Publishing	745	-	-	-	-	300	200	206	212	219	225	232	239	246
Department 03 - Operations	General Insurance Premiums	760.01	77,321	88,157	103,374	98,752	115,000	118,450	122,004	125,664	129,434	133,317	137,316	141,435	145,679
Department 03 - Operations	Professional and Contractual Services Legal	801.01	283	-	2,266	6,571	10,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
Department 03 - Operations	Professional and Contractual Services Engineering	801.02	28,358	2,902	9,107	1,215	93,285	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
Department 03 - Operations	Professional and Contractual Services Cleaning	801.04	9,638	9,998	10,383	10,730	13,000	13,000	13,390	13,792	14,205	14,632	15,071	15,523	15,988
Department 03 - Operations	Professional and Contractual Services Training	801.09	3,418	3,372	770	-	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department 03 - Operations	Permits	805	24,378	21,662	18,866	15,281	20,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
Department 03 - Operations	Security	806	1,174	20,509	444	59,878	15,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
Department 03 - Operations	Sludge Disposal	809.01	403,528	235,345	12,676	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Sludge Disposal Landfill Tipping Fees	809.02	-	49,477	235,180	338,620	375,000	500,000	530,000	561,800	595,508	631,238	669,113	709,260	751,815
Department 03 - Operations	Sludge Disposal Landfill Trucking	809.03	-	-	69,685	-	1	-	-	-	-	-	-	-	-
Department 03 - Operations	Sludge Disposal Landfill Polymer	809.04	-	-	127,757	164,716	190,000	250,000	265,000	280,900	297,754	315,619	334,556	354,630	375,908
Department 03 - Operations	Sludge Disposal Landfill Equipment Rental	809.05	-	-	86,913	-	1	-	-	-	-	-	-	-	-
Department 03 - Operations	Rentals	836	583	3,368	602	974	7,500	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Department 03 - Operations	Repairs and Maintenance Infrastructure	845.01	103,021	64,984	171,649	450,592	330,210	160,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780
Department 03 - Operations	Repairs and Maintenance Building	845.02	33,151	49,571	68,679	74,191	100,001	85,000	87,550	90,177	92,882	95,668	98,538	101,494	104,539

Department		Description	Account	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Department	03 - Operations	Repairs and Maintenance Equipment	845.03	171,500	224,547	218,704	234,835	225,584	220,000	226,600	233,398	240,400	247,612	255,040	262,692	270,572
Department	03 - Operations	Repairs and Maintenance Office Furniture and Fixture	845.04	-	15	-	-	2,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
Department	03 - Operations	Repairs and Maintenance Computer Equipment	845.05	-	-	-	-	4,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
Department	03 - Operations	Repairs and Maintenance Software	845.06	2,880	2,765	3,456	3,456	-	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department	03 - Operations	Repairs and Maintenance Vehicles	845.07	4,680	15,063	6,503	5,696	20,000	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Department	03 - Operations	Repairs and Maintenance Grounds Care	845.08	21,719	34,258	39,318	30,777	129,870	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275
Department	03 - Operations	Repairs and Maintenance Scada	845.09	102,491	7,155	10,579	22,880	25,000	41,000	42,230	43,497	44,802	46,146	47,530	48,956	50,425
Department	03 - Operations	Vehicle Fuel Diesel	846.01	1,915	1,505	-	1,230	1,800	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
Department	03 - Operations	Vehicle Fuel Gasoline	846.02	5,788	5,562	4,101	6,051	7,000	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Department	03 - Operations	Utilities Electric	856.01	342,186	394,256	422,249	443,258	458,500	520,000	428,000	440,840	454,065	467,687	481,718	496,169	511,054
Department	03 - Operations	Utilities Gas	856.02	39,360	54,382	30,491	55,284	64,000	60,000	61,800	63,654	65,564	67,531	69,556	71,643	73,792
Department	03 - Operations	Utilities Sewer and Water	856.03	2,045	1,464	2,889	5,543	5,500	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839
Department	03 - Operations	Utilities Communications	856.04	21,505	23,943	26,608	28,079	32,500	33,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046
Department	03 - Operations	Trash Removal	857	9,528	14,388	8,369	6,644	14,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Conferences and Seminars	864	2,486	4,826	10,228	4,159	12,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Safety	876	3,966	8,391	11,760	6,597	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Outside Inspection and Testing	877	19,779	9,811	12,984	13,596	20,000	16,000	16,480	16,974	17,484	18,008	18,548	19,105	19,678
Department	03 - Operations	Miscellaneous	955	139	1,380	338	178	900	500	515	530	546	563	580	597	615
Department	03 - Operations	Easement and Right of Way	966	-	-	-	-	50	50	52	53	55	56	58	60	61
Department	03 - Operations	Non-Capitalized Outlay Equipment	975.01	9,155	691	232	2,026	13,000	5,000	5,150	5,408	5,678	5,962	6,260	6,573	6,901
Department	03 - Operations	Non-Capitalized Outlay Furniture & Fixtures	975.02	1,520	510	-	1,724	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department	03 - Operations	Non-Capitalized Outlay Computers & Software	975.03	161	-	8	1,099	2,000	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075
Department	03 - Operations	Capital Outlay Construction	976.01	-	214,950	398,832	134,766	-	154,000	154,000	154,000	154,000	154,000	154,000	154,000	154,000
Department	03 - Operations	Capital Outlay Engineering	976.02	-	112,967	114,720	73,000	99,220	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Department	03 - Operations	Capital Outlay Equipment	976.03		152,413	116,491	11,221	160,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Department	03 - Operations	Capital Outlay Land	976.04	36,196	-	-	-	-	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Department	03 - Operations	Capital Outlay Vehicles	976.11	-	-	-	43,040	56,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000

Water Supply	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T													
Financial Plan Controls													
Rate Revenue Increase						0.00%							
Surplus ($M)	6.00	3.53	(0.89)	(1.43)	(3.87)	(4.67)	(4.60)	(4.29)	(4.13)	(4.41)	(5.38)	(6.39)	(7.42)
EoY Operating Fund Balance ($M)	19.43	22.95	22.07	18.87	15.00	10.33	5.73	1.44	(2.69)	(7.11)	(12.49)	(18.87)	(26.29)
Combined Coverage Ratio	1.76	1.48	1.15	0.83	0.59	0.53	0.50	0.46	0.40	0.29	0.14	(0.02)	(0.19)
District 3													
Financial Plan Controls													
Rate Revenue Increase						0.00%							
Surplus ($M)	1.62	1.57	0.59	0.19	(0.95)	(0.93)	(0.73)	(0.94)	(1.16)	(1.38)	(1.61)	(1.85)	(2.10)
EoY Operating Fund Balance ($M)	5.71	7.27	7.86	8.54	7.59	6.66	5.93	4.99	3.83	2.46	0.85	(1.00)	(3.10)
Combined Coverage Ratio	4.22	4.11	2.14	1.38	(0.25)	(0.12)	(0.36)	(0.75)	(1.15)	(1.57)	(1.99)	(2.45)	(2.91)
District 7													
Financial Plan Controls													
Rate Revenue Increase						0.00%							
Surplus ($M)	0.22	0.18	0.15	0.01	(0.42)	(0.20)	(0.23)	(0.28)	(0.32)	(0.36)	(0.41)	(0.45)	(0.50)
EoY Operating Fund Balance ($M)	0.72	0.90	1.05	1.06	0.64	0.45	0.21	(0.06)	(0.38)	(0.74)	(1.15)	(1.60)	(2.10)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			14.55%							
Surplus ($M)	(1.43)	(3.87)	(0.24)	(0.17)	0.14	0.30	0.02	(0.95)	(1.95)	(2.99)
EoY Operating Fund Balance ($M)	18.87	15.00	14.76	14.59	14.74	15.04	15.06	14.11	12.16	9.17
Combined Coverage Ratio	0.83	0.59	0.97	0.98	1.01	1.04	1.00	0.84	0.68	0.51
District 3										
Financial Plan Controls										
Rate Revenue Increase			8.70%							
Surplus ($M)	0.19	(0.95)	(0.42)	(0.22)	(0.43)	(0.64)	(0.86)	(1.10)	(1.34)	(1.59)
EoY Operating Fund Balance ($M)	8.54	7.59	7.17	6.95	6.53	5.88	5.02	3.92	2.59	1.00
Combined Coverage Ratio	1.38	(0.25)	0.49	0.59	0.20	(0.19)	(0.61)	(1.04)	(1.49)	(1.96)
District 7										
Financial Plan Controls										
Rate Revenue Increase			22.00%							
Surplus ($M)	0.01	(0.42)	0.06	0.02	(0.02)	(0.07)	(0.11)	(0.15)	(0.20)	(0.25)
EoY Operating Fund Balance ($M)	1.06	0.64	0.70	0.71	0.69	0.62	0.51	0.36	0.16	(0.09)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			18.00%							
Surplus ($M)	(1.43)	(3.87)	0.50	0.23	0.18	(0.05)	(0.76)	(2.18)	(3.68)	(5.23)
EoY Operating Fund Balance ($M)	18.87	15.00	15.50	15.74	15.92	15.86	15.10	12.92	9.25	4.01
Combined Coverage Ratio	0.83	0.59	1.05	1.02	1.02	0.99	0.87	0.65	0.41	0.15
District 3										
Financial Plan Controls										
Rate Revenue Increase			13.00%							
Surplus ($M)	0.19	(0.95)	(0.23)	(0.11)	(0.39)	(0.70)	(1.01)	(1.34)	(1.69)	(2.05)
EoY Operating Fund Balance ($M)	8.54	7.59	7.36	7.25	6.86	6.16	5.15	3.81	2.12	0.07
Combined Coverage Ratio	1.38	(0.25)	0.72	0.80	0.26	(0.29)	(0.88)	(1.49)	(2.15)	(2.83)
District 7										
Financial Plan Controls										
Rate Revenue Increase			26.50%							
Surplus ($M)	0.01	(0.42)	0.09	0.04	(0.02)	(0.08)	(0.15)	(0.22)	(0.29)	(0.36)
EoY Operating Fund Balance ($M)	1.06	0.64	0.73	0.77	0.75	0.66	0.51	0.30	0.01	(0.35)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			20.00%							
Surplus ($M)	(1.43)	(3.87)	0.51	0.23	0.18	(0.05)	(0.76)	(2.18)	(3.67)	(5.23)
EoY Operating Fund Balance ($M)	18.87	15.00	15.51	15.74	15.92	15.87	15.12	12.94	9.26	4.03
Combined Coverage Ratio	0.83	0.59	1.05	1.02	1.02	0.99	0.87	0.65	0.41	0.15
District 3										
Financial Plan Controls										
Rate Revenue Increase			19.40%							
Surplus ($M)	0.19	(0.95)	19.25	(0.12)	(0.41)	(0.71)	(1.03)	(1.36)	(1.70)	(2.07)
EoY Operating Fund Balance ($M)	8.54	7.59	7.34	7.22	6.81	6.09	5.07	3.71	2.01	(0.06)
Combined Coverage Ratio	1.38	(0.25)	0.69	0.77	0.23	(0.32)	(0.91)	(1.52)	(2.18)	(2.86)
District 7										
Financial Plan Controls										
Rate Revenue Increase			41.00%							
Surplus ($M)	0.01	(0.42)	0.09	0.04	(0.02)	(0.08)	(0.15)	(0.21)	(0.28)	(0.36)
EoY Operating Fund Balance ($M)	1.06	0.64	0.73	0.77	0.75	0.66	0.52	0.30	0.02	(0.34)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			29.10%							
Surplus ($M)	(1.43)	(3.87)	0.49	0.21	0.16	(0.07)	(0.78)	(2.20)	(3.69)	(5.25)
EoY Operating Fund Balance ($M)	18.87	15.00	15.49	15.70	15.86	15.79	15.01	12.81	9.12	3.86
Combined Coverage Ratio	0.83	0.59	1.04	1.02	1.02	0.98	0.87	0.64	0.40	0.15
District 3										
Financial Plan Controls										
Rate Revenue Increase			30.10%							
Surplus ($M)	0.19	(0.95)	19.25	(0.14)	(0.42)	(0.73)	(1.04)	(1.37)	(1.72)	(2.08)
EoY Operating Fund Balance ($M)	8.54	7.59	7.33	7.19	6.77	6.04	5.00	3.63	1.91	(0.17)
Combined Coverage Ratio	1.38	(0.25)	0.68	0.74	0.20	(0.35)	(0.94)	(1.55)	(2.21)	(2.88)
District 7										
Financial Plan Controls										
Rate Revenue Increase			67.00%							
Surplus ($M)	0.01	(0.42)	0.09	0.03	(0.03)	(0.09)	(0.15)	(0.22)	(0.29)	(0.36)
EoY Operating Fund Balance ($M)	1.06	0.64	0.73	0.76	0.74	0.65	0.50	0.28	(0.01)	(0.37)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			25.00%							
Surplus ($M)	(1.43)	(3.87)	0.49	0.21	0.16	(0.07)	(0.78)	(2.20)	(3.69)	(5.25)
EoY Operating Fund Balance ($M)	18.87	15.00	15.49	15.70	15.86	15.79	15.02	12.82	9.12	3.87
Combined Coverage Ratio	0.83	0.59	1.04	1.02	1.02	0.98	0.87	0.64	0.40	0.15
District 3										
Financial Plan Controls										
Rate Revenue Increase			25.00%							
Surplus ($M)	0.19	(0.95)	19.25	(0.12)	(0.41)	(0.71)	(1.03)	(1.36)	(1.70)	(2.07)
EoY Operating Fund Balance ($M)	8.54	7.59	7.34	7.22	6.81	6.09	5.07	3.71	2.00	(0.06)
Combined Coverage Ratio	1.38	(0.25)	0.69	0.76	0.23	(0.32)	(0.91)	(1.52)	(2.18)	(2.86)
District 7										
Financial Plan Controls										
Rate Revenue Increase			35.00%							
Surplus ($M)	0.01	(0.42)	0.08	0.03	(0.03)	(0.09)	(0.16)	(0.22)	(0.29)	(0.37)
EoY Operating Fund Balance ($M)	1.06	0.64	0.73	0.75	0.72	0.63	0.47	0.25	(0.04)	(0.41)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			6.15%	6.15%	6.15%	6.15%	6.15%			
Surplus ($M)	(1.43)	(3.87)	(3.71)	(2.00)	0.06	2.07	3.74	2.32	0.83	(0.73)
EoY Operating Fund Balance ($M)	18.87	15.00	11.29	9.29	9.35	11.42	15.17	17.49	18.32	17.58
Combined Coverage Ratio	0.83	0.59	0.62	0.78	1.00	1.29	1.59	1.37	1.18	0.88
District 3										
Financial Plan Controls										
Rate Revenue Increase			6.00%	6.00%	6.00%	6.00%	6.00%			
Surplus ($M)	0.19	(0.95)	19.25	(0.54)	(0.43)	(0.31)	(0.18)	(0.51)	(0.85)	(1.22)
EoY Operating Fund Balance ($M)	8.54	7.59	6.55	6.01	5.59	5.28	5.10	4.59	3.74	2.52
Combined Coverage Ratio	1.38	(0.25)	(0.24)	-	0.20	0.42	0.66	0.05	(0.59)	(1.27)
District 7										
Financial Plan Controls										
Rate Revenue Increase			12.00%	12.00%	12.00%	12.00%	12.00%			
Surplus ($M)	0.01	(0.42)	(0.24)	(0.14)	(0.03)	0.10	0.25	0.19	0.12	0.04
EoY Operating Fund Balance ($M)	1.06	0.64	0.40	0.26	0.23	0.34	0.59	0.78	0.89	0.94
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Water Supply	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
I&T										
Financial Plan Controls										
Rate Revenue Increase			20.00%							
Surplus ($M)	(1.43)	(3.87)	0.51	0.23	0.18	(0.05)	(0.76)	(2.18)	(3.67)	(5.23)
EoY Operating Fund Balance ($M)	18.87	15.00	15.51	15.74	15.92	15.87	15.12	12.94	9.26	4.03
Combined Coverage Ratio	0.83	0.59	1.05	1.02	1.02	0.99	0.87	0.65	0.41	0.15
District 3										
Financial Plan Controls										
Rate Revenue Increase			0.00%		35.00%					
Surplus ($M)	0.19	(0.95)	19.25	(1.27)	0.51	0.21	(0.11)	(0.44)	(0.78)	(1.15)
EoY Operating Fund Balance ($M)	8.54	7.59	6.20	4.93	5.44	5.65	5.54	5.10	4.31	3.17
Combined Coverage Ratio	1.38	(0.25)	(0.67)	(1.36)	1.94	1.38	0.79	0.18	(0.46)	(1.14)
District 7										
Financial Plan Controls										
Rate Revenue Increase			41.00%							
Surplus ($M)	0.01	(0.42)	0.09	0.04	(0.02)	(0.08)	(0.15)	(0.21)	(0.28)	(0.36)
EoY Operating Fund Balance ($M)	1.06	0.64	0.73	0.77	0.75	0.66	0.52	0.30	0.02	(0.34)
Combined Coverage Ratio	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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O&M Summary

		FY 2025 Actual	FY 2026 Budget	FY 2027 Forecast	FY 2028 Forecast	FY 2029 Forecast	FY 2030 Forecast	FY 2031 Forecast	FY 2032 Forecast	FY 2033 Forecast	FY 2034 Forecast
Water Supply											
General	*Department 00 - General*	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175	$ 2,175
Operations	*Department 02 - Operations*	6,220,377	6,406,894	6,657,607	6,918,767	7,190,955	7,474,540	7,770,026	8,077,938	8,398,828	8,733,273
WTP	*Department 40 - Water Treatment Plant*	5,376,228	5,537,274	5,758,015	5,988,109	6,228,068	6,478,241	6,739,086	7,011,082	7,294,728	7,590,549
KWA DS	*Department 40 - KWA Debt Service*	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227	15,006,227
KWA Raw Water	*Department 40 - KWA Raw Water*	2,439,243	2,451,439	2,463,696	2,476,015	2,488,395	2,500,837	2,513,341	2,525,908	2,538,537	2,551,230
Executive	*Department 50 - Executive*	1,645,531	1,869,802	1,942,798	2,034,065	2,129,719	2,229,974	2,335,055	2,445,197	2,560,649	2,681,668
Finance	*Department 51 - Finance*	520,985	561,577	585,605	612,424	640,509	669,923	700,729	732,994	766,790	802,190
Engineering	*Department 52 - Engineering*	986,174	921,592	986,810	1,028,772	1,078,019	1,129,662	1,183,819	1,240,614	1,300,178	1,362,645
HR/Safety	*Department 54 - HR/Safety*	259,470	288,902	292,545	306,493	321,118	336,453	352,533	369,395	387,078	405,620
MIS/Billing	*Department 55 - MIS/Billing*	717,928	1,222,602	1,267,230	1,315,335	1,365,392	1,417,484	1,471,699	1,528,130	1,586,871	1,648,024
Permits	*Department 57 - Permits*	807,832	898,459	940,150	986,621	1,035,433	1,086,670	1,140,453	1,196,908	1,256,169	1,318,375
Subtotal: Water Supply		$ 33,982,167	$ 35,166,944	$ 35,902,860	$ 36,675,004	$ 37,486,010	$ 38,332,186	$ 39,215,143	$ 40,136,568	$ 41,098,229	$ 42,101,976
I&T											
General	*Department 00 - General*	$ 1,475	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500
Pump Station Maintenance	*Department 20 - Pump Station Maintenance*	5,628,945	6,207,912	6,406,101	6,603,774	6,810,193	7,025,556	7,250,269	7,484,756	7,729,464	7,984,857
Sewer Maintenance	*Department 21 - Sewer Maintenance*	4,189,590	4,529,275	4,653,308	4,822,626	5,000,011	5,185,302	5,378,870	5,581,104	5,792,411	6,013,219
Treatment Plant	*Department 30 - Anthony Ragnone Treatment Plant*	11,346,967	12,127,257	12,841,978	13,169,788	13,718,067	14,293,654	14,897,960	15,532,467	16,198,737	16,898,415
Pretreatment Program	*Department 31 - Industrial Pretreatment Program*	742,993	836,293	879,166	919,719	962,303	1,006,957	1,053,782	1,102,886	1,154,380	1,208,381
Executive	*Department 50 - Executive*	1,645,531	1,869,802	1,942,247	2,032,158	2,126,413	2,225,227	2,328,821	2,437,430	2,551,300	2,670,690
Finance	*Department 51 - Finance*	520,985	561,577	585,403	612,009	639,871	669,050	699,610	731,617	765,141	800,256
Engineering	*Department 52 - Engineering*	986,174	921,592	986,804	1,028,559	1,077,588	1,129,003	1,182,921	1,239,466	1,298,766	1,360,957
HR/Safety	*Department 54 - HR/Safety*	259,470	288,902	292,545	306,318	320,759	335,901	351,779	368,428	385,887	404,195
MIS/Billing	*Department 55 - MIS/Billing*	717,928	1,222,602	1,267,230	1,315,335	1,365,392	1,417,484	1,471,699	1,528,130	1,586,871	1,648,024
Permits	*Department 57 - Permits*	848,767	898,459	940,123	986,317	1,034,804	1,085,699	1,139,123	1,195,201	1,254,066	1,315,856
Subtotal: I&T		$ 26,888,823	$ 29,465,171	$ 30,796,406	$ 31,798,102	$ 33,056,900	$ 34,375,333	$ 35,756,334	$ 37,202,985	$ 38,718,523	$ 40,306,349
District 3											
General	*Department 00 - General*	$ 825	$ 825	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750
Operations	*Department 03 - Operations*	4,742,933	5,320,432	5,649,791	5,764,968	5,995,318	6,236,812	6,490,011	6,755,503	7,033,908	7,325,879
Executive	*Department 50 - Executive*	329,121	373,962	388,241	406,469	425,573	445,596	466,583	488,581	511,640	535,811
Finance	*Department 51 - Finance*	104,198	112,318	117,083	122,405	127,977	133,813	139,925	146,327	153,032	160,055
Engineering	*Department 52 - Engineering*	197,235	184,320	197,292	205,559	215,276	225,465	236,151	247,357	259,109	271,433
HR/Safety	*Department 54 - HR/Safety*	51,894	57,782	58,511	61,265	64,154	67,182	70,358	73,688	77,180	80,841
MIS/Billing	*Department 55 - MIS/Billing*	143,600	244,521	253,447	263,068	273,079	283,498	294,341	305,627	317,375	329,606
Permits	*Department 57 - Permits*	169,759	179,697	188,414	197,648	207,341	217,516	228,196	239,406	251,174	263,527
Subtotal: District 3		$ 5,739,565	$ 6,473,857	$ 6,853,529	$ 7,022,131	$ 7,309,468	$ 7,610,632	$ 7,926,314	$ 8,257,239	$ 8,604,168	$ 8,967,902
District 7											
Operations	*Department 07 - Operations*	$ 1,088,029	$ 1,466,943	$ 1,422,478	$ 1,472,673	$ 1,525,103	$ 1,579,849	$ 1,637,019	$ 1,696,724	$ 1,759,082	$ 1,824,215
Executive	*Department 50 - Executive*	36,509	41,554	43,178	45,204	47,326	49,551	51,884	54,328	56,890	59,576
Finance	*Department 51 - Finance*	11,576	12,484	13,014	13,605	14,225	14,873	15,553	16,264	17,010	17,790
Engineering	*Department 52 - Engineering*	21,913	20,480	21,923	22,952	24,032	25,164	26,352	27,597	28,902	30,272
HR/Safety	*Department 54 - HR/Safety*	5,766	6,423	6,505	6,811	7,132	7,469	7,822	8,192	8,580	8,987
MIS/Billing	*Department 55 - MIS/Billing*	15,954	27,170	28,163	29,232	30,344	31,502	32,707	33,961	35,266	36,625
Permits	*Department 57 - Permits*	18,863	19,965	20,888	21,913	22,988	24,117	25,302	26,546	27,852	29,223
Subtotal: District 7		$ 1,198,610	$ 1,595,019	$ 1,556,148	$ 1,612,390	$ 1,671,150	$ 1,732,526	$ 1,796,638	$ 1,863,613	$ 1,933,583	$ 2,006,689

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I&T O&M Budget Input

				45.0%	45.0%						
Department	**Description**	**Account**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**
GCDC WWS												
Utility Rate Model - Draft												
District 3 O&M Budget Input												
Department	**Description**	**Account**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**
Department 00 - General	Fund 3100 Paying Agent Fees	996	825	825	750	750	750	750	750	750	750	750
Department 03 - Operations	Salaries and Wages	702	1,032,769	1,151,928	1,209,524	1,270,001	1,333,501	1,400,176	1,470,184	1,543,694	1,620,878	1,701,922
Department 03 - Operations	Salaries and Wages Personal Time	702.01	37,558	40,762	42,800	44,940	47,187	49,546	52,024	54,625	57,356	60,224
Department 03 - Operations	Salaries and Wages Vacation Time	702.02	69,337	84,406	88,626	93,058	97,710	102,596	107,726	113,112	118,768	124,706
Department 03 - Operations	Salaries and Wages Holiday	702.03	60,520	66,148	69,455	72,928	76,575	80,403	84,423	88,645	93,077	97,731
Department 03 - Operations	Salaries and Wages Vacation Cash In	702.04	3,431	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387
Department 03 - Operations	Salaries and Wages Separation	702.05	24	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Department 03 - Operations	Overtime	709	127,265	110,000	90,000	94,500	99,225	104,186	109,396	114,865	120,609	126,639
Department 03 - Operations	Bonus	710	14,042	16,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Department 03 - Operations	Insurance Opt Out	711	373	8,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Department 03 - Operations	Fringe Benefits Taxes	716.01	102,836	109,000	114,450	120,173	126,181	132,490	139,115	146,070	153,374	161,043
Department 03 - Operations	Fringe Benefits Pension	716.02	409,515	447,972	470,371	493,889	518,584	544,513	571,738	600,325	630,342	661,859
Department 03 - Operations	Fringe Benefits Medical - Active	716.03	290,427	323,784	339,973	356,972	374,820	393,561	413,240	433,902	455,597	478,376
Department 03 - Operations	Fringe Benefits Dental and Optical - Active	716.05	23,802	19,388	20,357	21,375	22,444	23,566	24,745	25,982	27,281	28,645
Department 03 - Operations	Fringe Benefits Life - Active	716.09	21,494	23,005	24,155	25,363	26,631	27,963	29,361	30,829	32,370	33,989
Department 03 - Operations	Fringe Benefits Worker's Compensation	716.11	12,210	15,236	15,998	16,798	17,638	18,519	19,445	20,418	21,439	22,511
Department 03 - Operations	Fringe Benefits OPEB	716.12	106,942	155,831	163,623	171,804	180,394	189,414	198,884	208,828	219,270	230,233
Department 03 - Operations	Fringe Benefits Uniforms	716.13	6,101	7,500	7,875	8,269	8,682	9,116	9,572	10,051	10,553	11,081
Department 03 - Operations	Fringe Benefits Tuition Reimbursement	716.14	-	1,500	1,575	1,654	1,736	1,823	1,914	2,010	2,111	2,216
Department 03 - Operations	Fringe Benefits Miscellaneous	716.15	80	150	158	165	174	182	191	201	211	222
Department 03 - Operations	Clinic Expense	722	490	700	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Department 03 - Operations	Unemployment	723	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Office Supplies	726	1,691	3,000	1,700	1,751	1,804	1,858	1,913	1,971	2,030	2,091
Department 03 - Operations	Operating Supplies Diesel	727.05	-	2,000	3,700	3,811	3,925	4,043	4,164	4,289	4,418	4,551
Department 03 - Operations	Operating Supplies General	727.99	3,638	3,700	3,700	3,811	3,925	4,043	4,164	4,289	4,418	4,551
Department 03 - Operations	Chemicals Iron	728.05	16,482	20,000	300	309	318	328	338	348	358	369
Department 03 - Operations	Chemicals Lime	728.06	-	300	300	309	318	328	338	348	358	369
Department 03 - Operations	Chemicals Polymer	728.08	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Chemicals Miscellaneous	728.20	25,553	25,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department 03 - Operations	Lab Supplies	729	5,366	16,000	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609
Department 03 - Operations	Computer Supplies	730	557	1,500	500	515	530	546	563	580	597	615
Department 03 - Operations	Miscellaneous & Janitoral Supplies	731	4,337	4,500	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919
Department 03 - Operations	Postage	733	-	100	100	103	106	109	113	116	119	123
Department 03 - Operations	Tools	734	4,252	11,000	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069
Department 03 - Operations	Dues and Memberships	740	5,178	6,500	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
Department 03 - Operations	Books and Subscriptions	741	-	300	100	103	106	109	113	116	119	123
Department 03 - Operations	Printing and Publishing	745	-	300	200	206	212	219	225	232	239	246
Department 03 - Operations	General Insurance Premiums	760.01	98,752	115,000	118,450	122,004	125,664	129,434	133,317	137,316	141,435	145,679
Department 03 - Operations	Professional and Contractual Services Legal	801.01	6,571	10,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149
Department 03 - Operations	Professional and Contractual Services Engineering	801.02	1,215	93,285	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
Department 03 - Operations	Professional and Contractual Services Cleaning	801.04	10,730	13,000	13,000	13,390	13,792	14,205	14,632	15,071	15,523	15,988
Department 03 - Operations	Professional and Contractual Services Training	801.09	-	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department 03 - Operations	Permits	805	15,281	20,000	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
Department 03 - Operations	Security	806	59,878	15,000	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
Department 03 - Operations	Sludge Disposal	809.01	-	-	-	-	-	-	-	-	-	-
Department 03 - Operations	Sludge Disposal Landfill Tipping Fees	809.02	338,620	375,000	500,000	530,000	561,800	595,508	631,238	669,113	709,260	751,815
Department 03 - Operations	Sludge Disposal Landfill Trucking	809.03	-	1	-	-	-	-	-	-	-	-
Department 03 - Operations	Sludge Disposal Landfill Polymer	809.04	164,716	190,000	250,000	265,000	280,900	297,754	315,619	334,556	354,630	375,908
Department 03 - Operations	Sludge Disposal Landfill Equipment Rental	809.05	-	1	-	-	-	-	-	-	-	-
Department 03 - Operations	Rentals	836	974	7,500	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Department 03 - Operations	Repairs and Maintenance Infrastructure	845.01	450,592	350,270	160,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780
Department 03 - Operations	Repairs and Maintenance Building	845.02	74,191	100,001	85,000	87,550	90,177	92,882	95,668	98,538	101,494	104,539
Department 03 - Operations	Repairs and Maintenance Equipment	845.03	234,853	225,584	220,000	226,600	233,398	240,400	247,612	255,040	262,692	270,572

Utility Rate Model - Draft

I&T O&M Budget Input

					45.0%	45.0%						
Department		**Description**	**Account**	**FY 2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**
Department	03 - Operations	Repairs and Maintenance Office Furniture and Fixtur	845.04	-	2,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
Department	03 - Operations	Repairs and Maintenance Computer Equipment	845.05	-	4,000	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
Department	03 - Operations	Repairs and Maintenance Software	845.06	3,456	-	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department	03 - Operations	Repairs and Maintenance Vehicles	845.07	5,696	20,000	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Department	03 - Operations	Repairs and Maintenance Grounds Care	845.08	30,777	129,870	36,000	37,080	38,192	39,338	40,518	41,734	42,986	44,275
Department	03 - Operations	Repairs and Maintenance Scada	845.09	22,880	25,000	41,000	42,230	43,497	44,802	46,146	47,530	48,956	50,425
Department	03 - Operations	Vehicle Fuel Diesel	846.01	1,230	1,800	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
Department	03 - Operations	Vehicle Fuel Gasoline	846.02	6,051	7,000	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224
Department	03 - Operations	Utilities Electric	856.01	443,258	458,500	520,000	428,000	440,840	454,065	467,687	481,718	496,169	511,054
Department	03 - Operations	Utilities Gas	856.02	55,284	64,000	60,000	61,800	63,654	65,564	67,531	69,556	71,643	73,792
Department	03 - Operations	Utilities Sewer and Water	856.03	5,543	5,500	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839
Department	03 - Operations	Utilities Communications	856.04	28,079	32,500	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046
Department	03 - Operations	Trash Removal	857	6,644	14,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Conferences and Seminars	864	4,159	12,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Safety	876	6,597	10,000	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299
Department	03 - Operations	Outside Inspection and Testing	877	13,596	20,000	16,000	16,480	16,974	17,484	18,008	18,548	19,105	19,678
Department	03 - Operations	Miscellaneous	955	178	900	500	515	530	546	563	580	597	615
Department	03 - Operations	Easement and Right of Way	966	-	50	50	52	53	55	56	58	60	61
Department	03 - Operations	Non-Capitalized Outlay Equipment	975.01	2,026	13,000	5,000	5,150	5,408	5,678	5,962	6,260	6,573	6,901
Department	03 - Operations	Non-Capitalized Outlay Furniture & Fixtures	975.02	1,724	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Department	03 - Operations	Non-Capitalized Outlay Computers & Software	975.03	1,099	2,000	2,500	2,575	2,652	2,732	2,814	2,898	2,985	3,075
Department	03 - Operations	Capital Outlay Construction	976.01	134,766	-	548,000	548,000	548,000	548,000	548,000	548,000	548,000	548,000
Department	03 - Operations	Capital Outlay Engineering	976.02	73,000	99,220	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Department	03 - Operations	Capital Outlay Equipment	976.03	11,221	160,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Department	03 - Operations	Capital Outlay Land	976.04	-	-	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Department	03 - Operations	Capital Outlay Vehicles	976.11	43,040	56,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000

GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE WATER AND WASTE SERVICES

September 16, 2026

GCDC-WWS has held sewer rates steady for 5 years

The Genesee County Drain Commissioner's Office prides itself on ensuring our water and sewer rates remain competitive based on nationwide norms. Sewer rates have remained unchanged the past 5 years, despite unprecedented national inflation pressures, and all utility rates seeing significant increases.





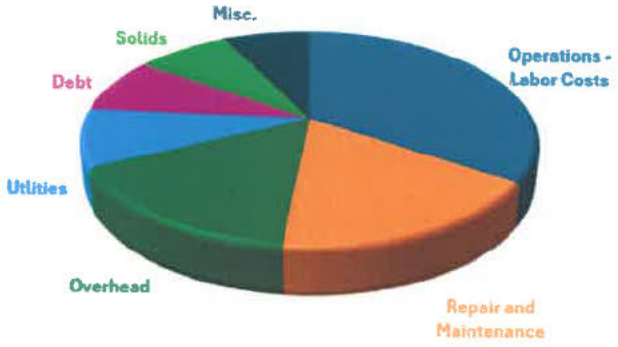
Announcement of Sewer Rate Adjustment

Due to increased energy, equipment, chemical, and operations costs GCDC-WWS is announcing the first rate adjustment to our municipal customers in 5 years.

This increase is part of our 5-year rate assessment, and is currently the only planned rate adjustment during this timeframe.

What this means for municipal customers and where the money is being spent

DISTRICT 3 COST BREAKDOWN



District 3 Cost Estimate

Commodity Costs will increase from $2.45 to $2.75
Readiness to Serve Costs will increase from $7.20 to $8.10
Flat Rate Costs will increase from $38 to $42.50

The average household of 2 will see a QUARTERLY increase of $7.20, and the average household of 4 will see a QUARTERLY increase of $11.70 in their bill. This estimate assumes each municpality passes the entire increase on to the end user.

Dispute Resolution: Franchise Entity (Municipality) or Provider vs. Provider

The Michigan Public Service Commission's (MPSC) role in informal and formal video/ cable television complaints: Public Act 4 of 2009 —Providing a dispute resolution process for complaints between municipalities or providers and cable providers.

Who can File an informal complaint on behalf of a municipality/provider?

A municipality/provider may speak on behalf of itself when filing an informal complaint. Legal representation is not required until a formal complaint is filed.

What does a municipality/provider need to do to file an informal complaint?

The municipality/provider shall file a written notice of the dispute with the MPSC.

What information is required in the notice of dispute?

- Identifying the nature of the dispute.
- Language that requests an informal dispute resolution process.
- Language stating the other party has been served the notice of the dispute.

What happens after the notice is filed?

Commission staff will conduct an informal mediation with both parties in an attempt to resolve the dispute.

What if the dispute is not resolved with informal mediation?

If a satisfactory resolution to the dispute is not achieved, any named party in the complaint may file a formal complaint.

How does the formal complaint process begin?

- A representative submits the following, in writing, to the commission:
- Information that states the section(s) of the public act or franchise agreement that was allegedly violated.
- Sufficient facts to support the allegations.
- The relief requested.
- All information— testimony, exhibits and other documents— in possession the party intends to rely on to support the complaint.

How does the formal complaint process proceed?

- Once the complaint is filed each party has ten days to agree on alternative means to resolve the complaint.
- If no agreement is reached within 10 days, the Commission shall order mediation.
- Within 60 days from the date mediation is ordered, the mediator shall issue a recommended settlement.

What happens after the proposed settlement is presented?

- Each party shall file, with the Commission, a written acceptance or rejection of the recommended settlement within 7 days.
- If the parties accept the recommendation, then the recommendation shall become the final order.
- If a party rejects or fails to respond within 7 days to a proposed settlement, then the complaint will proceed to a contested case hearing.
- A party that rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing.

What is the format of a contested case hearing?

A contested case hearing is provided under section 203 of the Michigan Telecommunications Act, 1991 PA 179, MCL 484.2203

http://www.legislature.mi.gov/(S(wfpsd4xxva0zoz1n54hd5vor))/documents/mcl/pdf/mcl-Act-179-of-1991.pd

For more information:

For more information about filing a formal complaint, Public Act 480, or the dispute resolution process (PA 4 of 2009), go to the MPSC website at: michigan.gov/mpsc; click on Regulatory Information, then Telecommunications, and lastly Video/Cable Regulatory Information.

You may also contact the MPSC at:

Telecommunications Division
Attn: Video Franchise
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

Phone: (800) 292-9555
Fax: (517) 284-8200

Online Formal Complaint Form:

Complaints can be filed online via the video/cable website at: https://www.michigan.gov/mpsc/consumer/complaints

CITY OF LINDEN
CITY COUNCIL MEETING
MONDAY, OCTOBER 13, 2026 AT 6:30 P.M.
LOCATION: LOOSE SENIOR CENTER, 707 NORTH BRIDGE STREET, LINDEN, MI 48451

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Elizabeth Armstrong. The meeting was held at The Loose Senior Center located at 707 North Bridge Street, Linden, Michigan 48451.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by all present. A Moment of Silence was observed for our military heroes.

City Council Present: Mayor Elizabeth Armstrong, Mayor Pro Tem Jerry Link, Brad Dick, Tom Hicks, Pam Howd, Brenda Simons
Absent: Denise Miller
Others Present: Ellen Glass, City Manager; Police Lieutenant Jewell; Brian Will, Fire Chief; Tessa Sweeney, Director of Senior Services & Community Engagement; Kristyn Kanyak, City Clerk

a. Excuse Absent Member(s)

Motion by Armstrong, second by Howd to excuse Councilor Denise Miller. Motion carried 6-0.

SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CORRESPONDENCE

None.

PUBLIC COMMENT

Public comment about invoices, referenced email and reasoning; commented on recent grant resolution, response received and investigation. Also welcomed the Mayor back.

Public comment about commitment for Genesee County congregate meals during elections and asked if congregate meals will be available for take-out.

Public comment referenced meeting with Chief Will and commented on condition of trucks, repairs, maintenance, inspection, requested results for pump test and MDOT inspection. Also asked about new truck and chassis and specifications.

Public comment thanking all involved regarding sidewalk project along Hyatt Lane.

CONSENT AGENDA

a. Approve City Council Meeting Minutes from September 28, 2026
b. Approve City Bills in the amount of $479,115.52

Motion by Howd, second by Simons to approve the consent agenda to approve the City Council Meeting Minutes from September 28, 2026 and to pay the City Bills in the amount of $479,115.52. Roll call. Motion carried 6-0.

AYES: Dick, Hicks, Simons, Link, Armstrong, Howd
NAYS: None
ASBENT: Miller

DISCUSSION ITEMS

a. Wade Trim Agreement for Planning Services for 2027-2028

Glass reviewed the topic. Council and Glass discussed the reasoning for the increase; requested longer contract length; same price since 2011 and now offering Historic District Commission (HDC) services.

b. New Fire Engine Pumper Truck

Glass explained update to Council Packet and reasoning. Chief Will shared a presentation on the fire engine request.

Public comment asking if we have checked with credit unions about interest rates, Will and Glass responded.

Public comment asking about six-year rule and leasing/buying options; resale amount and options and emissions, Will provided responses.

Council and Will discussed frame/chassis deposit and amortization table; home insurance and ISO rating cost impacts, in relation to age of truck; factors of rating system; repairs; resale value; pump test results; truck breakdown instance; options; mileage; Sourcewell/bid options regarding specifications; frame type; budget for hoses and nozzles; emissions standards and cost from maintenance standpoint over life; and schedule, pricing change and effect on payment, discussed with Will and Glass.

UNFINISHED BUSINESS ITEMS

a. Monthly Grant Updates: All Pending & Newly Applied for Grants (Written on Regular Meeting Agendas Only)

Glass explained will be providing list next meeting, vetting USDA grant option for fire equipment and grant also offers financing options.

b. Contract Statuses - Museum and Library in Mill Building

Glass shared update about meeting with Historical Society to review draft lease provided in 2025, insurance and planning.

c. Loose Van Update

Glass provided an update and will return with MTA lease agreement and representative.

CITY MANAGER'S REPORT
Glass provided update on the Mill Building regarding paint and lead abatement process, shared change order cost. Also shared progress made regarding storm sewer, conduit, steel and basement, concrete and framing. Glass also updated on the server being back up, working on replacement and will share options in future.

Glass addressed public comment regarding election lunch options for five days during Early Voting, explained congregate lunches in detail; shared voting precinct will be held in Hall and lunches will be available in Annex on Election Day, explained working with staff on planning and layout to minimize interruptions and can flexible to change if doesn't work future. Also referenced documents provided regarding lunch sign-ups during Early Voting and explained required threshold.

Public comment about lunch program and people taking their lunches and leaving. Glass explained GCCARD services guidelines.

Link discussed an after-action report. Glass explained public comment and staff after action and normal provide in department reports after.

COUNCIL COMMENTS & REPORTS
Hicks commented on hitting main subjects and moving positively on issues.

Simons commented on flyer in packet for LAFF Pathway Pancake Breakfast and shared details.

Howd commented on upcoming Rotary Club Veterans Breakfast event and shared details. Also shared upcoming Radon Awareness event details.

Dick commented on good conversation.

Link thanked Chief Will for the presentation and information

Armstrong thanked residents who have reached out during her illness.

CLOSED SESSION
None.

ADJOURNMENT
Motion by Howd, second by Dick to adjourn the meeting. The meeting was adjourned by Mayor Armstrong at 7:31 p.m.

Respectfully Submitted,

_____ Approved: _____
Kristyn Kanyak, City Clerk

DRAFT

CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 10/07/2026 - 10/20/2026

BANK CODE: SBGEN - STATE BANK (3140) - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank SBGEN STATE BANK (3140)				
10/13/2026	14486	CITY OF FENTON	WATER TESTING	75.00
10/13/2026	14487	GENESEE VALLEY VAULT	GRAVE OPENINGS HOGAN, PLUMB, SADRO, TEA	2,050.00
			FOUNDATION ORDERS	1,783.20
				3,833.20
10/13/2026	14488	CITY OF LINDEN	UB BILL CITY HALL 6.1.26-8.31.26	355.59
			UB BILL MILL BUILDING 6.1.26-8.31.26	147.49
			UB BILL 213 N BRIDGE ST 6.1.26-8.31.26	188.49
			UB BILL LCC 6.1.26-8.31.26	258.59
			HYDRANT RENTAL 6.1.26-8.31.26	1,950.00
			UB BILL EWP 6.1.26-8.31.26	346.61
				3,246.77
10/13/2026	14489	MID AMERICA METER, INC	METER TESTING-ALPINE METER	113.73
10/13/2026	14490	DORNBOS SIGN, INC	SIGNS-ROAD	604.82
10/13/2026	14491	KIESLER POLICE SUPPLY	POLICE EQUIPMENT	203.80
10/13/2026	14492	ACE-SAGINAW PAVING COMPANY	COMMERCIAL TOPPING	353.93
10/13/2026	14493	H2A ARCHITECTS INC	LINDEN MILL PROJECT	499.00
10/13/2026	14494	FIRE CONTROL	FIRE EXTINGUISHER	143.00
10/13/2026	14495	CINTAS	LIFELINE AED AGREEMENT 9.30.2026	89.10
			EYE WASH SERVICE AGREEMENT 9.30.26	100.00
			CITY HALL REFILL 10.5.26	29.29
			DPW REFILL 10.5.2026	53.08
			EYE WASH SERVICE AGREEMENT DPW 9.30.26	100.00
				371.47
10/13/2026	14496	JESSICA SMITH	EWP RENTAL DEPOSIT REFUND-9.19.2026	100.00
10/13/2026	14497	BS&A SOFTWARE	BSA CLOUD 9.1.26-9.1.27	22,915.00
10/13/2026	14498	SUE FOURNIER	REIMBURSE FOR BEAUTIFICATION EXPENSES	26.25
10/13/2026	14499	FRONTIER	ALARM 9.25.26-10.24.26	103.17
10/13/2026	14500	HALLS TENOVEUS FARM GREENHOUS	FALL PLANTERS	1,330.00
10/13/2026	14501	VERIZON WIRELESS-JP	DPW JET PACKS 8.24.26-9.23.26	120.03
10/13/2026	14502	VIEW NEWSPAPERS	PUBLIC NOTICE HYDRANT FLUSHING	180.00
10/13/2026	14503	WILKINSON SOLUTIONS	LCC 28 MIDSTATE SPREAD-DUST CONTROL RIP	486.00
10/13/2026	14504	XEROX CORPORATION	COPIER USE SEPT 2026	386.98
10/16/2026	14505	CONSUMERS ENERGY	GAS/ELECTRIC SEPT 2026	7,614.21
10/16/2026	14506	GENESEE CO ROAD COMMISSION	CITY OF LINDEN SIGNAL MAINTENANCE SEPT	7.51
			CITY OF LINDEN ROAD MAINTENANCE SEPT 20	1,045.30
				1,052.81
10/16/2026	14507	GLORIA KIRSHMAN	RETIREE HEALTH REIMBURSEMENT NOV 2026	762.26
10/16/2026	14508	ALL N ONE LAWN CARE SERVICE	LAWN MAINTENANCE SEPT 2026	7,240.00
10/16/2026	14509	BEHIND YOUR DESIGN	WEB HOSTING	1,168.00
10/16/2026	14510	GRAFF CHEVROLET-DURAND INC	SES LIGHT REPAIRS #3390	444.41
10/16/2026	14511	MICHIGAN LANDSCAPE SUPPLY CO	WASHED LIMESTONE	1,710.88
10/16/2026	14512	ACE-SAGINAW PAVING COMPANY	COMMERCIAL TOPPING	263.18

CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 10/07/2026 - 10/20/2026

BANK CODE: SBGEN - STATE BANK (3140) - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount	
Bank SBGEN STATE BANK (3140)					
10/16/2026	14513	BECKS PEST CONTROL	PEST CONTROL SERVICE 9.25.2026	65.00	
10/16/2026	14514	CUNNINGHAM-LIMP	PAY APP #13 LINDEN MILL PROJECT	199,680.00	
10/16/2026	14515	SME	LINDEN MILLS PROJ UNDERPINNING-CMS-SEPT	8,202.40	
10/16/2026	14516	MILLER, DENISE	REIMBURSE FOR MILEAGE	282.75	
10/16/2026	14517	HENRY SONDEREGGER	TAI CHI 10.2.2026	30.00	V
10/16/2026	14518	KRISTEN WESLEY	SLOW FLOW YOGA X 5 9.21.26-10.9.26	150.00	V
10/16/2026	14519	ON TIME PORTABLES, LLC	PORTABLE TOILET RENTALS CEMETERY, DPW,	420.00	
10/16/2026	14520	SHIAWASSEE RIVER SHUTTLE	PARKS EVENT SENIOR KAYAKING 9.24.2026	250.00	
10/16/2026	14521	NORTHROP, NATHANIEL	EWP RENTAL DEPOSIT REFUND 9.26.26	100.00	
10/16/2026	14522	LYNETTE PRENTICE	LCC RENTAL DEPOSIT REFUND 9.26.2026	200.00	
10/16/2026	14523	VC3, INC	MONTHLY MICROSOFT 365	518.99	
			MONTHLY BILLING OCTOBER 2026	1,750.70	
			SERVER REPAIRS-INTERNAL HARD DRIVE	553.00	
				2,822.69	
10/16/2026	14524	ACE HARDWARE	DEPARTMENT CHARGES SEPT 2026	457.11	
10/16/2026	14525	NYE UNIFORM COMPANY	UNIFORMS POLICE	417.50	
10/16/2026	14526	SHARE CORPORATION	AEROSOL	270.34	
10/16/2026	14527	US BANK	SPECIAL ASSESSMENT BOND 2024B _W ROLSTO	500.00	
			GEN OBLIGATION BOND SERIS 2024B	500.00	
				1,000.00	
10/16/2026	14528	WADE TRIM	PLANNING SERVICES SEPT 2026	2,300.00	
			HDC ADMIN SERVICES SEPT 2026	400.00	
				2,700.00	
10/20/2026	14529	POLICE OFFICERS ASSN OF MICHI	Remittance Check	289.00	
SBGEN TOTALS:					
Total of 44 Checks:				272,684.69	
Less 2 Void Checks:				180.00	
Total of 42 Disbursements:				272,504.69	

$272,504.69

CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 09/23/2026 - 10/20/2026

BANK CODE: SBTAX - STATE BANK TAX (4282) - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank SBTAX STATE BANK TAX (4282)				
10/13/2026	2161	CORELOGIC CENTRALIZED REFUNDS	2026 Sum Tax Refund 61-20-551-044	5,210.54
10/13/2026	2162	CORELOGIC CENTRALIZED REFUNDS	2026 Sum Tax Refund 61-20-626-065	4,524.10
10/13/2026	2163	CORELOGIC CENTRALIZED REFUNDS	2026 Sum Tax Refund 61-20-577-006	3,074.62
10/13/2026	2164	CORELOGIC CENTRALIZED REFUNDS	2026 Sum Tax Refund 61-20-504-009	1,659.71
10/13/2026	2165	GLEBE, PHILIP G	2026 Sum Tax Refund 61-17-551-038	1,553.98
10/13/2026	2166	CORELOGIC CENTRALIZED REFUNDS	2026 Sum Tax Refund 61-20-581-028	1,363.03
10/13/2026	2167	GENESEE COUNTY TREASURER	Tax Disbursement	1,351,687.13
10/13/2026	2168	LINDEN COMMUNITY SCHOOLS	Tax Disbursement	508,186.02
10/13/2026	2169	CHARTER TOWNSHIP OF FENTON	Tax Disbursement	3,817.99
10/13/2026	2170	CITY OF LINDEN	Tax Disbursement	1,480,580.05
10/13/2026	2171	CITY OF LINDEN	TAX DISBURSEMENT DDA	138,974.33
10/13/2026	2172	GENESEE INTERMEDIATE SCHOOL	Tax Disbursement	209,625.15
10/13/2026	2173	MOTT COMMUNITY COLLEGE	Tax Disbursement	147,274.84
SBTAX TOTALS:				
Total of 13 Checks:				3,857,531.49
Less 0 Void Checks:				0.00
Total of 13 Disbursements:				3,857,531.49

$3,857,531.49

CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 10/07/2026 - 10/20/2026

BANK CODE: SBSRC - LOOSE SENIOR CENTER (4822) - CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank SBSRC LOOSE SENIOR CENTER (4822)				
10/13/2026	14167	ALL N ONE LAWN CARE SERVICE	LOOSE LAWN MAINTENANCE SEPT 2026	320.00
10/13/2026	14168	CITY OF LINDEN	LOOSE WATER BILL 6.1.26-8.31.26	888.70
10/13/2026	14169	SHERMAN HEATING & COOLING	REPAIR DEFECTIVE BLOWER PULLEY & BELT	710.00
10/13/2026	14170	CINTAS	LOOSE REFILL 10.5.26	97.08
10/13/2026	14171	STEVE FIGGINS	ENTERTAINMENT CHILI COOKOFF EVENT 10.15	200.00
10/13/2026	14172	BS&A SOFTWARE	BSA CLOUD 9.1.26-9.1.27	704.50
10/16/2026	14173	CONSUMERS ENERGY	GAS/ELECTRIC LOOSE SEPT 2026	1,085.41
10/16/2026	14174	HENRY SONDEREGGER	TAI CHI 10.2.2026	30.00
10/16/2026	14175	KRISTEN WESLEY	SLOW FLOW YOGA X 5 9.21.26-10.9.26	150.00
10/16/2026	14176	ACE HARDWARE	DEPARTMENT CHARGES LOOSE SEPT 2026	236.29
10/16/2026	14177	VERIZON WIRELESS	LOOSE PHONE USE 8.24.26-9.23.26	185.96
10/20/2026	14178	JAY E JACOBS CATERING LLC	CHARCUTERIE DEMONSTRATION 10.20.2026	250.00
SBSRC TOTALS:				
Total of 12 Checks:				4,857.94
Less 0 Void Checks:				0.00
Total of 12 Disbursements:				4,857.94

Gen- $272,504.69
Tax- $3,857,531.49
Loose- $4,857.94

Total: $4,134,894.12

POLICE DEPARTMENT MONTHLY ACTIVITY REPORT
CITY OF LINDEN
September 2026

COMPLAINTS	
Larceny	0
M.D.O.P.	0
Juvenile Runaway	0
Juvenile Actvities	14
Assaults	0
Breaking & Entering	0
Domestic Violence	0

POLICE ASSISTS	To	From
Argentine	7	2
Co. Sheriff	8	5
MI State Police	0	0
Fenton City	0	0

RADIO CALLS- 121

ALL OTHER ARRESTS

Warrants	2
Felony Arrests	2
Misdemeanor Arrests	6
Lodged In Co. Jail	4

TRAFFIC	
Accidents	
Property Damage	0
Injuries	1
Hit&Run	0
Speeding-	36
Citations- Other	
Passing	1
Exp & Susp License	2
Exp & Improper Plates	10
No Proof of Insurance	7
Seat Belts	0
O.U.I.L. (O.U.I.D.)	0
Disobey Traffic Signal	0
Defective Equipment	1
Warnings	41

NON TRAFFIC CITATIONS

Stolen Vehicle	0
Recovered Vehicle	0
Minors in Possession- Alcohol	0
Parking	0
Possession- Narcotics	0
Reckless/Careless Driving	0
Loud Music	0
Ordinance Violation	0

BUSINESS CHECKS- 503
VACATION CHECKS- 0
MEDICALS- 10

_____

Chief of Police
Scott D. Sutter

City of Linden Police Department Code Enforcement

CODE ENFORCEMENT		
Date:9/2/26	Adress: 200 E Broad St (Subway)	Violation(s) Yes: or No:
Comments/Actions taken: Complaint of long grass. Contact was made with employee on 9/2/26 and again on 9/6/26. Grass was cut on follow up visit. CLOSED		

Date:9/2/26	Adress: Vacant lot on Ripley Rd	Violation(s) Yes: or No:
Comments/Actions taken: Complaint regarding sidewalk being overgrown. Message was left with realtor that the property is currently listed with. Sidewalk was later cleared. CLOSED		

Date: 9/2/26	Adress:Tickner/Park	Violation(s) Yes: or No:
Comments/Actions taken: Officer removed a sign in the right of way. Unable to locate owner. Sign was destroyed. CLOSED		

Date: 9/7/26	Broad/Hyatt	Violation(s) Yes: or No:
Comments/Actions taken: Officer removed a sign in the right of way. Unable to locate owner. Sign was destroyed. CLOSED		

Date: 9/8/26	Adress: 412 Lindenwood	Violation(s) Yes: or No:
Comments/Action taken: Complaint of long grass in the backyard. Contact made with home owner. Grass was cut on follow up visit. CLOSED		

City of Linden Police Department Code Enforcement

Date: 9/10/26	Adress: Franklin/Oak	Violation(s) Yes: or No:
Comments/Action taken: Vehicle parked in No Parking zone. License plate: EKU 270. Contact was made with driver and vehicle was moved off of the roadway. CLOSED		

Date: 9/22/2026	Adress: Fairview Cemetery	Violation(s) Yes: or No:
Comments/Action taken: Vehicle was observed in the cemetery during prohibited hours. Contact was made with driver who was sleeping. She was advised that the cemetery was only open dawn to dusk as with other city properties. Driver left the cemetery. CLOSED		

Date: 9/22/26	Adress: N Bridge/E Rolston	Violation(s) Yes: or No:
Comments/Actions taken: Officer removed a sign in the right of way. Unable to locate owner. Sign was destroyed. CLOSED		

Date: 9/23/26	Adress: Tickner/East	Violation(s) Yes: or No:
Comments/Action taken: License plate: DG55518 was parked and blocking the roadway. Spoke to driver and manager of business. The vehicle was moved. CLOSED		

Date: 9/28/26	Adress: N Bridge/Blythe	Violation(s) Yes: or No:
Comments/Action taken: License plate: DE17267 parked in the roadway. Officer spoke to the driver. Vehicle was moved. CLOSED		

Chief's Notes

We responded to a total of 32 calls for the month of September with 10 of them being EMS. Other calls consisted of 5 fire alarms, 1 PI accident, 2 haz materials call, 8 lift assist, 2 minor structure calls and 4 mutual aid assists.

I have been working on numerous FOI requests which take several hours to complete. We conducted our 25th annual 911 event at the station to always remember those who lost their lives during that terrible event.

I received a new application to join our staff this month. His name is Austin Crum and has moved back into our City from out of state. Austin is fully certified in Fire and medical so he is ready to go. He is awaiting his physical appointment so he can begin to respond to calls.

As always if you have any questions, you can call me directly or email mail any concerns or comments.

Respectfully submitted,

Brian Will

APPARATUS AND EQUIPMENT

E12- No report or repairs

E11- No report or repairs

R16- No report or repairs

U-17 – We installed our new wench system onto the truck for future ueses

Fire Station

No report

Training

We conducted 2 training sessions this month. We did vehicle extrication training on a car donated to us from Fenton Towing. This is an annual event to keep our skills sharpened in case we need them. We had a new Firefighter who hasn't used or jaws equipment and learn different techniques, so all went well for him and the others as well.
Our second session we practiced removing a patient (rescue Randy) from a roof top area with a new technique using or ladder, ropes and knots and it went very successful as well. Always good to try different things when we respond to so many different emergencies.

Personnel

Owen Burke one of our newest members graduated from the fire academy and now can serve as fully trained and certified Firefighter. Welcome on board and looking forward to helping with your service to our community.

DEPARTMENT OF PUBLIC WORKS
Memorandum

To: Ellen Glass, City Manager
From: Patrick McNally, Director of Public Works
Date: October 21, 2026
Re: DPW Monthly Report to Council

In addition to routine responsibilities, the Department of Public Works has accomplished the following over the past month.

- Received and staked out over 209 Miss Dig tickets throughout the community
- Dispense 8 tons of hot patch on surface roads and parking lots
- Work with residents on leak detections/pressure tests
- Change out water meters as needed
- Loose Center work:
    - Daily cleaning (M-F)
    - Assist with table and chair set ups
- Continue the street sweeping program
- Work with contractors, engineers, and architects on Mill Building Project
- Work on updating curb box locations in GIS
- Below picture is of the water main cut and cap and moving of the water services to be able to complete the parking lot resurfacing of the Mill. There are also updated pictures of the exterior of the Mill.



Excavating for cut & cap



New windows & sheathing



Riverside scraped & ready for paint

Respectfully submitted,

Patrick McNally

To: Ellen Glass, City Manager
From: Tessa Sweeney, Director of Senior Services & Community Engagement
Date: October 20, 2026
Re: Loose Monthly Report to Council-October 2026

In addition to our routine programming, please see the following updates from the past month:

- **Facility & Operations:**
  - October's Movie Day featured the original block buster *Ghostbusters* in celebration of Halloween. Attendees shared their thoughts on the film, with some describing it as one of the sillier and more ridiculous movies they had seen. This month the return of Movie Day was to the Center's main halls.
  - Decaf coffee and hot water are brewed daily. The center does not typically go through a full pot of decaf coffee each day.
  - Yoga Update 4:
    - Dotti resumed teaching chair yoga last month. Due to the high level of participation and increased interest in the class, an additional session has been added to accommodate the growing number of attendees and provide more opportunities for participation.
    - Kristen will be testing out a new evening yoga on Tuesday, November 24 at 6. This is another free yoga class offering gentle movement, guided meditation and sound bath.
  - Loose's annual community engagement survey has been posted. It was included in the November newsletter and is available at the Center, on social media, and in the previous Council packet. The survey is open to everyone
  - We continue to seek a facilitator for the Grief Support Group and have reached out to another organization to gauge interest.
  - Chili and Dessert Cook off went well, it was a sold-out evening event. 124 people purchased tickets.
  - The latest session of Mahjong lessons has concluded, leaving 7 individuals on the waiting list. With the completion of this October session, four classes will have taught 32 people to play at no cost. Thank you to the volunteers who helped make this opportunity possible. We will be exploring one more lesson in the future.
  - Loose continues to make its facility available for rental by community members for special events, as well as by homeowners' associations for meetings.
  - Following the distribution of a petition regarding the GCCARD lunch program at the Council work session, everyone was contacted on the provided list to confirm their interest in the to-go lunch option. Most individuals contacted wished to participate in the to-go lunch program. One individual indicated that he had been confused about the petition but still wanted to receive lunches. Two others reaffirmed their interest. One couple reported feeling pressured to sign the petition, despite not agreeing with it. Another individual clarified that he was available for only two of the listed days, and his participation will reflect that

availability. The two individuals who created and circulated the petition did not sign up for the to-go lunches.
    - The minimum number of orders was met for Monday and Thursday, allowing the program to proceed on Monday and Thursday during early voting. As noted in the September Director's Report, lunches will cost $5 and include hot soup, a sandwich, chips, a cookie, fruit, and milk. As mentioned previously, Monday, November 2 and on Election day lunches will be provided by the County.
    - At this time, during early voting all classes will continue to run as scheduled during early voting week. The exceptions are Drums Alive and Arthritis Exercise on October 29, which will be canceled due to the instructor not because of early voting.
    - As mentioned last month, the Fenton & Linden Chamber of Commerce will be hosting the annual Young Women's and Young Men's programs hosted at Loose. Those events are scheduled for November 19 and 20 this year. There will be no daytime programming at Loose on those dates, apart from the Harvest Dinner, which is scheduled for the evening. Loose will remain open both days for walk in service. We will be serving a GGCARD lunch on Friday, Nov. 20 despite the Chamber Events, there will be no lunches on Thursday due to Harvest Dinner preparation.
    - Loose has a new SHIP Counselor, Barb Foley, she is taking appointments on Thursday afternoons, Ann Walker to continue Friday mornings. Open enrollment has begun and each counselor has added additional days to accommodate the increase of people during open enrollment.
    - Due to low attendance and limited participant interest in this year's Loose Talent Show, staff will explore alternative ideas for the September special event next year. The goal will be to identify an engaging activity that better aligns with participants' interests and encourages greater involvement.

- **Genesee County Senior Services:**
    - As of October 1 we started our next fiscal year with the County for receiving the senior millage funding. As a reminder, the funding allocation for this fiscal year has increased to $224,229.
    - Loose concluded the County's contract fiscal year, October 1, 2025, through September 30, 2026, with 1,744 unduplicated visitors. It is important to note that the Genesee County Office of Senior Services includes only Genesee County residents aged 60 and older in these reported statistics.
        - Total Unduplicated Individuals: 1,744 — The total number of unique individuals who participated at the Center during the reporting period. Each individual is counted only once, regardless of how many times they attended.
        - Individuals Who Attended Once: 632 — Individuals who participated at the Center on one occasion.
        - Individuals Who Attended More Than Once: 1,112 — Individuals who participated at the Center on multiple occasions.
        - Total Participants/Visits: 23,773 — Recorded participation across activities, events, volunteers, and trips. Individuals may be counted multiple times based on their participation. This gives a comprehensive picture of both the unique individuals served and the overall level of engagement and participation at Loose.

Additionally, the suggestion that Loose's reported participation numbers are primarily based on trips would be an inaccurate interpretation of the County summary report. According to the report, trips account for only 13.82% of the reported unduplicated participation figure, while events account for 98.91%. These figures demonstrate that participation at Loose extends well beyond trips and reflects the Center's broader range of events, programs, and activities.

- **Community Events & Partnerships:**
    - **Linden Community Schools** is once again offering their free annual senior dinner, it is a very popular event, all 100 tickets have be distributed.
    - **Community Foods** there is no November Community Food event.
    - Thanks to the generous donation of handcrafted stained-glass ornaments by a Loose member, the Center will host a fundraiser selling flag ornaments in commemoration of America's 250th anniversary.
    - **U of M FLINT** will be offering once again Digital Divide, which is a one-on-one digital training and study.
    - **Culinary Programs:** Jay Jacobs Catering has offered both a charcuterie class and a scone-making class. Both classes have been well received by members, and staff will explore opportunities to offer additional classes in the future.
    - **Secretary of State Services:** The Secretary of State will be at Loose on Monday, October 26, during early voting. Of the 42 available appointments, only seven spots remain.
    - **Fashion Closest of History;** Thank you to Ramona Deese for reaching out on an educational presentation on Fashion Through the Decades which will be held on Monday, November 16.
    - **PACE of Michigan** will host a special bingo event on November 5, featuring a variety of prizes.
    - ***Coffee & Conversation with the Director (October 1)***: 4 attendees
        - Program suggestion for Genesee District Library Educational Programs:
            - Trip Hazards
            - Winter Birding
            - Technology 1 on 1 help
            - AI presentation and trends
            - More Cooking with Ming
            - Holistic presentation
            - Travel Tips
            - Adults Kids Caring for Senior Parents
            - Sear Kits
            - More Seth (lawyer) Presentations
            - GDL "How to" use their applications
    - **Genesee District Library Partnership**
      Expanded collaboration is underway with upcoming programs (pre-registration required through GDL):
        - Cooking with Ming on October 5 was cancelled the morning of by the instructor due to him being stuck in traffic from an accident during his commute.
        - Haunted Artifacts presentation: 27 people attended
        - A total of 731 participants attended the GDL programs in 2026 at this time of the report.

Travel:

- Blue Lakes Charter continues to implement a fuel surcharge due to rising fuel costs.
- Casino Trips: Due to rising fuel costs, the cost of casino trips will increase by $5 to help offset the additional transportation expenses for 2027.
- 2027 trips has been featured in the November newsletter, and bookings are already beginning to sell out.
- Upcoming:
    - Henry For Museum Rouge Tour (10/21)-5 remaining spots
    - 15 people from Loose will be headed to Italy in October.

Reporting Period: October 1, 2025- September 30, 2026

These figures represent visitors ages 50 and older across various county memberships and reflect participation in the Center's events, volunteer opportunities, trips, and other activities.
Loose ended the October 1, 2025- September 30, 2026 fiscal year with the following:

Activity Type	**Duplicated**	**Unduplicated**
Events	27,000	2,072
Volunteers	392	38
Trips	539	340
Total People Served	27,931	2,125

Loose Center concluded the 2025–2026 year with 2,125 unduplicated individuals served, demonstrating continued growth from the community.

- 2022–2023: 1,290 individuals
- 2024–2025: 1,985 individuals
- Current reporting period: 2,125 individuals

Compared with 2022–2023, the Center served 835 additional individuals, representing a 64.73% increase. Compared with 2024–2025, the Center served 140 additional individuals, representing a 7.05% increase. Again, the suggestion that Loose's reported participation numbers are primarily based on trips would be an inaccurate interpretation of the center's overall summary report. Of the 2,125 total unduplicated individuals, according to the report, trips account for only 16% of the reported unduplicated participation figure, while events account for 97.51%. These figures demonstrate that participation at Loose extends well beyond trips and reflects the Center's broader range of events, programs, and activities.

Respectfully submitted,
Tessa Sweeney
Director of Senior Service & Community Engagement
Attachments: September Activity Report






2025/2026 SENIOR MILLAGE

MONTHLY ACTIVITY LOG

Senior Center Name: Loose Senior Center

Month: September 1 thru September 30 2026

Number of New Senior Participants During This Activity Period:	**60**
Cumulative Duplicated Senior Participants:	**0**
Cumulative Number of Unduplicated Senior Participants Year to Date:	**1744**

Socialization Activities			Education Activities			Health Activities			Nutrition Activities			Transportation Activities			Social Services			Outreach			Volunteerism/Planning		
Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	# of Hours of Service
Bingo	1	25				Arthritis Exercise 10:30	5	163	Community Soup	1	28										Income tax		0
Bus Trip	1	41	Book Club	1	14	Chair Yoga	3	65	Food Pantry	5	45				Ask a Lawyer	1	2				Greeting Cards		4
Euchre	7	114	Crochet/Knitting	4	19	Beginner Pickleball	4	36	Lunch		201				Medicare/Madicaid/ MiCafe	4	6				MMAP/MiCAFE		11
Euchre Tournament	1	15	Red Cross Ready	1	2	Line Dancing	3	23							Grief Support	2	5				Special Events		6
Wii	4	1	Mahjong Lessons	4	22	Blood Pressure	2	4							Puzzles	21	64				Chorus		13
Mahjong	5	52	Loose Chorus	4	44	Cardio/Aerobic	8	47							Book Nook	21	87				Office Help		4
Newsletter	21	60	Happy Stampers	1	4										Loan Closet	21	15				Special Events		6
Office Visit	21	183	Painting	3	16	Gentle Flow Yoga	5	210													Meals		3
Out of County Membership	21	0	Quilting	4	10	Biking Bunch	4	19															
Pinochle	5	30	Wood Carving	5	22										Veteran Support	1	4						
GDL Tiger Stadium	1	16				Massage	2	6															
Movie	1	16	Desert Angels Crafting	4	18	Strength & Balance-IVY	4	67															
Coffee	21	100	Learn a Craft	1	7	Pickleball	4	31															
Coffee & Convo	1	0				Strength & Balance	4	56															
Scones with Jay Jacob	1	6				Drums Alive	5	112															
Garden Club	21	34				Tai Chi	4	28															
Braclets	2	9																					
Hat & Chat	1	5																					
Talent Show	1	20																					
Total Socialization	**137**	**727**	**Total Education**	**32**	**178**	**Total Health**	**57**	**867**	**Total Nutrition**	**6**	**274**	**Total Transportation**	**0**	**0**	**Total Social Services**	**71**	**183**	**Total Outreach**	**0**	**0**	**Total Volunteer/ Planning**	**0**	**46**

Record yearly UNDUPLICATED programming in this section. Use the same programming definitions as on page one.

Education Programs

Level 2 (6) Level 3 (10)

Wood Carving
Book Club
Crochet
Quilting
Knitting
Jewlery
GDL Tiger Stadium
Painting
Happy Stampers
Learn A Craft
Desert Angels Crafting
Red Cross Ready

Health Programs

Level 2 (10) Level 3 (14)

Drums Alive
Arthritis Exercise Class 10:30
Beginner Pickleball
Beginner Line Dance
Biking Bunch
Cardio/Aerobic
Pickleball
Gentle Flow Yoga
Strengh & Balance
Intermediate Line Dance
Massage
Strength & Balance IVY
Tai Chi
Blood Pressure
Massage
Slow Flow -

Social Services

Level 2 (6) Level 3 (10)

Alzhemier Support
Ask a Lawyer
Loan Closet
Grief Support
Book Nook
MiCAFE
Dementia Support
Veteran Support
Puzzles
Coffee & Convo w/Director
Coffee

CITY OF LINDEN

RESOLUTION NO. 15-26

A RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH ANNUAL NOTICE REQUIRING TIMELY REMOVAL OF UN-CONTAINED TRASH OR PERSONAL PROPERTY

At a regular meeting of the City Council of the City of Linden (the "City"), held on Monday, October 26, 2026, at 6:30 p.m., Eastern Daylight Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____:

WHEREAS, the Linden City Council has enacted Ordinance No. 302 providing for the annual publication of a notice in a newspaper of general circulation requiring the timely removal of un-contained trash or personal property in accordance with Section 8.04.040 of the City of Linden Municipal Code;

NOW, THEREFORE BE IT RESOLVED by the Linden City Council**,** the City Clerk is directed to publish the attached notice within the Tri-County Times (Attachment A enclosed).

PASSED AND APPROVED this 26th day of October, 2026, by the City Council of the City of Linden, Michigan.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

RESOLUTION DECLARED ADOPTED.

_____
Elizabeth Armstrong, Mayor

ATTEST:

_____
Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regular meeting held on October 26, 2026, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

_____
Kristyn Kanyak, City Clerk

Resolution No. 21-25

Attachment A

CITY OF LINDEN
ANNUAL PUBLIC NOTICE: UN-CONTAINED TRASH

NOTICE IS HEREBY GIVEN that any person or persons removing personal property from a residential or commercial premises and placing said personal property in the front lawn or street right-of-way, violation of Chapter 8.04 of the City of Linden Municipal Code, as a result of a foreclosure or eviction proceeding is guilty of a misdemeanor.

TAKE FURTHER NOTICE that any personal property so deposited in the front lawn or street right-of-way constitutes a public nuisance. The City of Linden will take immediate action to abate the nuisance. Any costs or expenses incurred by the City of Linden will be charged as a special assessment against the subject property and placed upon the tax rolls for collection.

Post: October 27, 2026
Publish: November 1, 2026

UN-CONTAINED TRASH

§ 91.070 PUBLIC PURPOSE.

The City Council does hereby declare that the act of a person or persons removing personal property from a residential or commercial property and placing same in the front lawn or street right-of-way abutting said property as a result of a foreclosure proceeding or eviction without said person or persons complying with Chapter 50 of this code of ordinances is detrimental to the health, safety, and welfare of the citizens of the city.

(2011 Code, § 8.40.010) (Ord. 302, passed - -2006) Penalty, see §91.999

§ 91.071 DECLARATION OF NUISANCE.

It is hereby declared by the City Council that the placement of personal property in the front yard or in the abutting street right-of-way of a residential or commercial property within the city and not in compliance with Chapter 50 of this code of ordinances is a public nuisance. This subchapter shall take precedence over any other nuisance provisions of the city code.

(2011 Code, § 8.40.020) (Ord. 302, passed - -2006) Penalty, see §91.999

§ 91.072 COMPLIANCE WITH CHAPTER 50.

Any person or persons removing personal property from a residential or commercial structure as a result of a foreclosure or eviction proceeding shall strictly comply with Chapter 50 of this code of ordinances.

(2011 Code, § 8.40.030) (Ord. 302, passed - -2006) Penalty, see §91.999

§ 91.073 ANNUAL NOTICE.

The City Clerk shall cause to be published in a newspaper of general circulation, in the same manner as other public notices are given by the city, advising all persons that a violation of any of the above sections is a nuisance and will be immediately remedied by the city and that any cost incurred by the city will be charged as a special assessment against the subject property and placed upon the tax rolls for collection.

(2011 Code, § 8.40.040) (Ord. 302, passed - -2006)

§ 91.074 ATTEMPT TO CONTACT OWNER.

Immediately upon receiving notice that personal property has been placed in the front yard or street right-of-way in violation of the ordinance, the City Manager or his or her designee shall attempt to determine the current owner of the subject property through a review of the records on file with the city. The City Manager or his or her designee shall attempt to contact the owner as determined by the review of the city's records. The owner shall be advised that abatement of the nuisance shall be completed forthwith.

(2011 Code, § 8.40.050) (Ord. 302, passed - -2006)

§ 91.075 ABATEMENT OF NUISANCE.

The City Manager or his or her designee shall personally view the alleged nuisance. If within the sole discretion of the City Manager or his or her designee the nuisance is of a nature and character that requires immediate abatement, then he or she shall immediately take those steps necessary to abate the nuisance.

(2011 Code, § 8.40.060) (Ord. 302, passed - -2006)

§ 91.076 COST OF ABATEMENT.

Any and all costs incurred by the city in abating a nuisance as set forth above shall be the sole responsibility of the owner or owners thereof or any occupants of the subject property. An itemized bill shall be mailed to the owner or owners of the subject property or to the occupants thereof. In the event that the city cannot determine the owner or owners of the property or the occupants, then a copy of the bill may be posted in a conspicuous place on the subject property. If the bill for abatement of the nuisance is not paid in full within 30 days from the date it is mailed or posted, then the amount due shall become a special assessment against the subject property. The City Treasurer shall collect the amount due as a special assessment. Neither the failure to give the notice as provided in § 91.073 or the failure to submit a bill as provided in this section shall impair the right of the city to collect the amount due as a special assessment.

(2011 Code, § 8.40.070) (Ord. 302, passed - -2006)

§ 91.077 EFFECTIVE DATE.

This subchapter shall become effective ten days after its publication.

(2011 Code, § 8.40.090) (Ord. 302, passed - -2006)

CITY OF LINDEN

RESOLUTION NO. 16-26

A RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____, and supported by _____:

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

1) Section 3 - "Hard Cap" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the City of Linden has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Linden elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2027 through December 31, 2027.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

_____
Elizabeth Armstrong, Mayor

ATTEST:

_____
Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on October 26, 2026, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

_____
Kristyn Kanyak, City Clerk

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

March 27, 2026 – (Updated March 30, 2026)

PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS ANNUAL COST LIMITATIONS – CALENDAR YEAR 2027

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2026, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- $7,942.09 times the number of employees and elected public officials with single-person coverage
- $16,609.38 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- $21,660.30 times the number of employees and elected public officials with family coverage.

The limits for 2027 equal the 2026 limits increased by **3.0 percent**. The 3.0 percent is the percentage change in the medical care component from the period March 2024-February 2025 to the period March 2025-February 2026.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2027, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- $8,180.35* times the number of employees and elected public officials with single-person coverage
- $17,107.66 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- $22,310.11 times the number of employees and elected public officials with family coverage.

Rachael Eubanks
State Treasurer

* There was a typo in the original notice for single-person coverage which listed $8,108.35 instead of $8,180.35.

**DRAFT **LIST OF GRANTS/CONTRIBUTIONS

DEPART	YEAR	GRANT	TYPE	AMOUNT	STATUS
POLICE	2026	Congresswoman Rivet Appropriations	Cruisers	$140,000	Pending
	2024-2026	MCOLES	Continuing Education	$17,500	Awarded
	2022-2026	MCOLES	302 LED Funds	$11,122.22	Awarded
	2023-2026	SRO	Linden Schools Contribution	$171,543.54	Received
	2021-2024	100 Club	Vests/Radios	$8,038.43	Awarded $2,256
	2024	Byrne Grant	Cameras/Ballistics	$49,600	Awarded
	2024	General Donations	Equipment/Misc.	$1,809	Received
FIRE	2026	State of Michigan	Payroll Reimbursement	$756.00	Awarded
	2026	MDNR	Bunker Gear	$9,150	Pending
	2026	State of Michigan	Personal Protective Gear	$50,000	Applying
	2025	FEMA ASSISTANCE FIREFIGHTERS	NEW FIRETRUCK	$550,000	Pending
	2020-2025	FIRE PUP PROGRAM	FIRE PREVENTION ACTIVITIES	$13,800	On Going
	2020-2025	STATE OF MI	EQUIPMENT	$12,500	Pending
	2020-2025	PRIVATE BUSINESS	CPR LUCAS DEVICE CONTRIBUTION	$5,100	Awarded
	2020-2025	100 CLUB GENESEE COUNTY	SAFETY EQUIPMENT	$3,749	Awarded
	2020-2025	100 CLUB GENESEE COUNTY	SAFETY EQUIPMENT	$30,000	Awarded
DPW	2025	Small Urban	Road Maintenance- E. Rolston	$420,000	Pending
	2025	Category B	Road Maintenance- E. Rolston	$250,000	Denied, low score
	2025	Category B	Road Maintenance- Hickory	$250,000	Denied, low score
	2025	Small Urban	Road Maintenance- Broad St, Hickory to City Limit	$385,000	Received, 2026 Construction
	2024	Rep. Mueller/State of MI/MEDC	Linden Mills Building	$4,000,000	In Progress
	2024	Category B	Hickory	$250,000	Denied, low score
	2024	Genesee County	Culvert Condition Assessment	$2,120	Completed
	2023	Drinking Water State Revolving Fund	County Water Connection & Ripley Road Loop	$4,731,000	Denied, low score

**DRAFT **LIST OF GRANTS/CONTRIBUTIONS

2023	MDOT- Local Bridge	Bridge Maintenance- Ripley	$209,000 (95%)	Received, 2026 Construction
2023	MDOT- Local Bridge	Bridge Maintenance- N. Bridge	$194,000 (95%)	Received, 2026 Construction
2023	Transportation Alternative Program	Safe Routes to School Hyatt & Stan Eaton	$401,665	In Progress
2023	Consumers Energy	EV Station	$7,500	Completed
2023	MI DNR	Tree Inventory	$4,750	Completed
2023	Category B	Road Maintenance- W. Rolston	$250,000	Completed
2023	Category B	Road Maintenance- Hickory	$250,000	Denied, low score
2022	Category B	Road Maintenance- W. Rolston	$250,000	Denied, low score
2022	Category B	Road Maintenance- Hickory	$250,000	Denied, low score
2022	Consumers Energy	Tree Planting	$1,200	Completed
2021	Transportation Improvement Program (TIP)	Road Maintenance- Hickory	$433,308	Denied, low score
2021	Transportation Improvement Program (TIP)	Road Maintenance- Bridge Street- Broad to RR tracks	$586,304	Denied, low score
2021	Transportation Improvement Program (TIP)	Road Maintenance- N. Bridge St. – RR tracks to City limit	$668,156	Denied, low score
2021	Transportation Improvement Program (TIP)	Road Maintenance- N. Bridge St. – RR tracks to City limit	$719,802	Denied, low score
2021	Transportation Improvement Program (TIP)	Road Maintenance- Broad St.	$558,514	Received, 2026 Construction

SENIOR SERVICES

2026	MI Association of Senior Centers	Outdoor Social Patio	$10,000	Not Awarded
2026	Community Development Block Grant Funds (CDBG)	Annex Remodel/Technology Enhancements	$26,142	Submitted
2025-2026	Mass Transportation Authority (MTA)	Transportation - Transit Van	$83,051.30	Completed
2025	American Rescue Plan Act (ARPA)	Annex Remodel	$100,000.00	Completed

**DRAFT **LIST OF GRANTS/CONTRIBUTIONS

	2025	Community Development Block Grant Funds (CDBG)	Annex Remodel/Technology Enhancements	$67,000	Completed
	2025	MI Medicare/Medicaid Assistance Program (MMAP, Inc.)	Medicare Assistance Program	$650	Completed
	2025	Elder Law of MI	Elder Abuse Law	$80	Completed
	2024	Elder Abuse	Elder Law	$40	Completed
	2024	MI Medicare/Medicaid Assistance Program (MMAP, Inc.)	Medicare Assistance Program	$1,650	Completed
	2024	Community Development Block Grant Funds (CDBG)	Loose Operations	$1,659	Completed
	2023	Community Development Block Grant Funds (CDBG)	Loose Operations	$1,659	Completed
	2022	Community Development Block Grant Funds (CDBG)	Loose Operations	$1,659	Unused
	2021	Community Development Block Grant Funds (CDBG)	Loose Operations	$4,115.50	Completed
ADMIN	2026	State Historic Preservation Office Certified Local Government	Historic District/HDC Design Guidelines Revisions	$38,200	SELECTED
	2026	Rep. Mueller/State of MI	Water Project	$4,000,000	Not Awarded
	2025	Kimble Family Donation	DDA Walkway Project	$9,000	Completed
	2025	Rep. Mueller/State of MI	Water Project	$4,000,000	Not Awarded
	2025	McDonald-Rivet	Water Project	$2,500,000	Approved for funding, but later cut
			The McDonald-Rivet Funding ended up being funded through the EPA for less.	$1,092,000	Awarded
	2024	Kildee	Water Project	$1,500,000	Approved for funding, but later cut
	2024	Community Development Block Grant (CDBG) Funding	Removal of Architectural Barriers	$28,200	Completed

**DRAFT **LIST OF GRANTS/CONTRIBUTIONS

2024	MSHDA Housing Readiness	Zoning Ordinance Update	$27,800	Completed
2024	Bureau Of Elections/STATE OF MI	Elections/Early Voting	$14,732.12	Completed
2024	Bureau Of Elections/STATE OF MI	Elections/Early Voting/Presidential Primary	$12,812.28	Completed
2023	MI DNR SPARK Grant Rounds 1 & 2	Gazebo/Mill Pond Park Improvements	$576,000	Not Awarded, low score
2023	Rep. Mueller/State of MI	Kayak Launch	$30,000	Completed
2022-2023	Kimble/Mill Building	Grant Writer	$4,500	Completed
2022	NPS/SHPO Paul Bruhn Subrant Program	Downtown Historic Revitilization	$465,000	Not Awarded, low score
2022	MCACA/MEDC	Mini Arts Grant (DDA Mural)	$4,000	DDA did not proceed
2021	Kimble/Sharp Park	Gazebo/Water Wheel	$140,000	Completed
2021	MEDC - RRC	Master Plan Update	$18,750.00	Completed

Wade Trim Associates, Inc.
500 Griswold Street, Suite 2500 • Detroit, MI 48226
313.961.3650 • www.wadetrim.com

October 20, 2026

City of Linden
132 East Broad Street
Linden, MI 48451

Attention: City Council

Re: Agreement for City of Linden Planning Services for 2027-2029

Dear Council Members:

We are thankful for the opportunity to have served as Linden's planning and zoning consultant since 2011. As our most recent two-year agreement is set to expire, we respectfully request the City Council to re-appoint Wade Trim as planning and zoning consultant and continue our successful relationship. The draft Agreement for City of Linden Planning Services is included for your review and consideration, which would begin in January 2027 and extend through December 31, 2029.

Detailed in Part I, Section I-2, Subsection A of the draft Agreement, our regular planning services are covered by a monthly retainer fee. For 2027-2029, we are asking for an increase of $200 per month, bringing our planning services retainer fee to $2,500 per month. (For reference, our initial retainer fee was $2,000 when we started with the city in 2011.) This requested increase will help offset rising business costs, as we annually adjust our professional staff wages commensurate with their years of experience and in line with rising costs-of-living.

Please note that in 2025, we added Historic District Commission (HDC) administration services to our scope of work. These services are detailed in Part I, Section I-2, Subsection B of the draft Agreement and include Wade Trim serving as professional staff and lead administrator for HDC business, including attending the HDC's quarterly meetings. For 2027-2029, we are proposing no changes to our retainer fee of $400 per month for HDC administration services.

Also enclosed is our Development Review Fee Schedule. This schedule outlines our compensation for undertaking professional reviews of development projects. For 2027-2029, we are proposing no changes to the Development Review Fee Schedule. Please note that these costs are passed through to the applicants/developers.

Aside from new dates and the $200 increase to our planning services monthly retainer fee, no other changes are proposed in comparison to our current Agreement with the City.

If you have any questions regarding our services or the draft Agreement, please feel free to contact me directly at 313.961.3650 or at ayoung@wadetrim.com. We look forward to our continued work together over the next two years.

Very truly yours,

Wade Trim Associates, Inc.



Adam C. Young, AICP
Senior Project Manager



Jason T. Smith, AICP
Vice President

ACY:JTS:reb
LDN6100.26D
20261020_City Council Contract Renewal Ltr.docx

Enclosure: Draft Planning Service Agreement for 2027-2029
Draft Development Review Fee Schedule

AGREEMENT FOR CITY OF LINDEN
PLANNING SERVICES

This is an Agreement dated this __ day of _____, 202_ between the City of Linden, a Michigan Municipal Corporation with offices at 132 East Broad Street, Linden, Michigan, ("City") and Wade Trim Associates, Inc., 500 Griswold, Suite 2500, Detroit, Michigan, 48226 ("Contractor", "contractor" or "Wade Trim").

Contractor agrees to provide planning services, as listed in this document, in and for the City of Linden.

PART I

PROGRAM REQUIREMENTS

I-1 DESCRIPTION

All duties as outlined within this contract and or in relevance to city planning will be expected of the contractor and individuals assigned to the City, provided that all such duties shall be performed with that degree of skill and care ordinarily used by members of the same profession practicing at the same time and in the same locality (herein, the "Standard of Care"). The City of Linden utilizes a planning consultant as their principal planner and zoning administrator. Contractor will work closely with the City Manager under their direction and that of the chief administrator for the City's Planning Commission.

I-2 SCOPE OF THE PROJECT

The following shall outline the expected duties, tasks and reporting requirements. This list is not all inclusive:

A. Planning Services - Monthly Retainer

As requested, schedule office hours at the City Hall to meet with staff, residents and developers to review planning issues.

Meet with prospective applicant(s) and/or their consultant team to present Code and Zoning requirements and discuss initial insights to viability of the proposed project(s). Viability issues will include, but not be limited to, code compliance, site constraints, access, Master Land Use Plan designation, zoning requirements and density.

Participate with City staff in preliminary or concept meetings, upon request, to provide advisory information to prospective applicants as to how the various standards may apply to their property.

Attend meetings of the Sign Review Committee, Downtown Development Authority, or other meetings when requested by the City.

Attend regular monthly meetings of the City Planning Commission, serving as professional staff and lead administrator for all commission business. This shall include the preparation of staff reports, agendas and public notification language, where required. However, the City shall be responsible for distributing the required meeting notifications and mailings (meeting postings, newspaper notifications, property owner notification letters, etc.) and the development of Planning Commission minutes.

Help the Planning Commission develop an annual work program by identifying potential areas of study, training requirements, etc. and provide cost estimates, scheduling information, and other technical data necessary to complete the work program.

Assist and advise the City Manager, Building Inspector, Code Enforcement Officer, City officials, City attorney, the City engineer, developers and citizens in matters dealing with zoning, land use and community development. Included in the preceding is unlimited telephone and/or e-mail consultation when such consultation occurs outside of regularly scheduled office hours.

Maintain the City Zoning Code and other planning documents in a form which is accessible to City staff and acceptable to the City Clerk for proper publication.

Make available the Contractor's planning related resources such as proprietary planning documentation files, relevant publications, and sample ordinances. The Contractor will also act as the City's technical advisor on planning issues requiring coordination with other governmental units.

Annually update the City's official Zoning Map.

Conduct basic research on topical issues as requested by the City Manager, City Council, Planning Commission, Board of Appeals, or Building Inspector, including minor Zoning Code text amendments. This would also include the development of basic reports and graphics for use by the City Manager and various City commissions. However, any major project requiring substantial expenditures of time, including major Zoning Code text amendments and other significant efforts, will be negotiated separately with City officials prior to beginning the project as a lump sum or cost plus maximum fee assignment.

Maintain a monthly log of contacts made with private developers, real estate representatives, and county, state, and federal agencies which involve the community. This report, issued monthly, identifies the date and person or agency contacted, the topic or the discussion, and the disposition of any conversation held. This report is submitted to the City Manager to keep the community informed on all pending land development issues affecting the community. (Note: significant issues will immediately be brought to the attention of the City Manager.)

Monitor changes to funding programs and inform the City Manager of potential funding opportunities applicable to the City

B. Historic District Commission (HDC) Administration Services - Monthly Retainer

Meet with prospective applicant(s) and/or their consultant team to present historic district standards/guidelines and discuss initial insights to viability of the proposed project(s).

Participate with City staff in preliminary or concept meetings, upon request, to provide advisory information to prospective applicants as to how the various historic district standards may apply to their property.

Attend regular quarterly meetings of the HDC, serving as professional staff and lead administrator for all commission business. This shall include the preparation of staff reports, agendas and public notification language, where required. However, the City shall be responsible for distributing the required meeting notifications and mailings (meeting postings, newspaper notifications, property owner notification letters, etc.) and the development of HDC meeting minutes.

Help the HDC develop an annual work program by identifying potential areas of study, training requirements, etc. and provide cost estimates, scheduling information, and other technical data necessary to complete the work program.

Assist and advise the City Manager, City Clerk, developers and citizens in matters dealing with historic districts and historic district standards/guidelines. Included in the preceding is unlimited telephone and/or e-mail consultation.

Review and approve/deny Certificate of Appropriateness Applications which are eligible for administrative review.

Conduct basic research on historic district issues as requested by the City Manager. However, any major project requiring substantial expenditures of time, including updates to design guidelines, historic district studies, and other significant efforts, will be negotiated separately with City officials prior to beginning the project as a lump sum or cost plus maximum fee assignment.

Monitor changes to funding programs and inform the City Manager of potential funding opportunities applicable to the City

C. Additional Meetings

Attend special meetings of the Planning Commission, special meetings of the Historic District Commission, City Council, Zoning Board of Appeals, Downtown Development Authority, informal pre-application meetings, and other meetings on an as needed basis to present summary reports and answer questions regarding various projects and assignments requested by the City.

D. Development Reviews

Review and summarize findings of plans, elevations, and any additional material submitted for technical compliance review. Review and findings shall be based on the City's current Codes, guidelines, and other standards as they may apply. Response time for preparation and submittal

to the Building Department of summary reports will vary depending on complexity and degree of change from previous submission.

Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.

The professional conducting such review shall prepare a report in a timely manner that identifies those areas or sections of the proposal that meet the City's criteria and those areas or sections that are deficient. When deficiencies are identified, it is the City's policy that a course of action to correct the deficiency is recommended.

The timely manner for conducting the review and preparing the summary report will be determined with each project and any subsequent submittals for the same project. The allotted review time will be mutually determined by the City and the contractor based on the complexity of the project submitted along with the number of corrections/revisions that were identified on previous submittals.

E. Additional Services

Additional related services as mutually agreed to by the City and the selected firm.

The City reserves the right and opportunity to request the firm to provide professional services for other activities that include, but are not limited to, Code analysis, special studies and representation at regional meetings. The work may be for areas not specifically identified in this agreement, but will be closely associated. As an example: if the firm provides professional services in areas of Community Development, Building Code Compliance Reviews, Economic Development, Code Enforcement, Master Plan Development, or the like, the City may use this contract to secure those services.

F. Miscellaneous Requirements

To ensure continuous service, contractor shall establish a program for the provision of services in the event a subject matter expert or the consultant becomes unavailable. Additionally, contractor shall identify possible constraints that might affect their ability to respond within one business day to requests and advice and provide a plan to maintain services when such constraints arise. To further ensure the ability to provide service, the contractor shall establish and maintain a process for identifying actual or perceived conflicts of interest situations, and for providing services without interruption in such cases.

Project assignments will be made on an as-needed basis. Not each project submitted to the City for review and approval will necessarily require any or all of the professional services of the contractor. The City reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the contractor.

The professional services may require and include knowledge of applicable county, state, local, and legal requirements.

Contractor shall represent that all tasks will be performed in accordance with the Standard of Care and further shall represent that the advice and consultation provided shall be within its

authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements applicable to any assigned project.

I-3 COMPENSATION

The City agrees to pay Contractor as compensation for his services as follows:

A. Planning Services - Monthly Retainer

Compensation for the planning monthly retainer services as described in Section I-2 will be a lump sum fee of $2,500 per month ($30,000 annually). This charge is inclusive of all effort and expenses related to the monthly retainer services.

B. Historic District Commission (HDC) Administration Services - Monthly Retainer

Compensation for the HDC administration monthly retainer services as described in Section I-2 will be a lump sum fee of $400 per month ($4,800 annually). This charge is inclusive of all effort and expenses related to the monthly retainer services.

C. Additional Meetings

Compensation for additional meetings as described in Section I-2 will be a lump sum fee of $400 per meeting. This charge is inclusive of all meeting preparation and travel expenses.

D. Development Reviews

Compensation for development reviews as described in Section I-2 shall be based on the type of development project, such as a site plan review, variance review or rezoning review, as outlined in Wade Trim's then current Development Review Fee Schedule (attached and made part of this agreement).

E. Additional Services

Compensation for additional services as described in Section I-2 will be negotiated separately with the City prior to beginning the project as a lump sum or cost plus maximum fee assignment. In such a case, the Contractor would discuss the project with the City and prepare a scope of services and budget to complete the work. If desired by the City, the Contractor may also receive compensation for additional services based on Wade Trim's then Current Hourly Rate Schedule.

PART II

ADMINISTRATIVE REQUIREMENTS

II-1 LENGTH OF CONTRACT

The Contract for planning services shall begin on January 1, 2027 and expire December 31, 2029.

II-2 CONTRACTOR RESPONSIBILITY

The contractor shall have the responsibility to fully acquaint themselves with all aspects of the conditions surrounding the contract and any or all of the other requirements as set forth in this document.

II-3 DAMAGE TO PROPERTY

The contractor also accepts sole responsibility for proven damage to any public or private property directly caused by their performance of the work.

The contractor will indemnify and hold harmless the City from damage, claim, liability or reasonable expenses, but only to the extent found to have been caused by a negligent act, error, or omission of Contractor arising from the performance of this contract.

II-4 INSURANCE AND BONDS

A. Liability Coverage's

Contractor shall furnish at his own expense and keep in full force during the term of this contract the following insurance liability coverage's, which shall also list the City as an additional insures:

- Insurance covering bodily injury and property damage in the minimum sum of $1,000,000

A. Worker's Compensation Compliance

Contractor shall also comply with all requirements of the Michigan Worker's Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The contractor shall provide the City with a copy of the worker's compensation compliance.

A. Certificates of Insurance

Included in bid package, contractor shall provide to the City complete Certificates of Insurance. Complete, legible copies of all policies on which such certificates have been issued shall be available for inspection. Policies shall be endorsed to provide that at least 30 days written notice shall be given to the City of cancellation.

II-5 INVOICING AND PAYMENTS

The Contractor shall invoice the City on a monthly basis for work performed. The City shall pay invoices within thirty (30) days of receipt.

II-6 PERSONNEL REQUIREMENTS

Contractor shall gainfully employ all individuals according to all applicable Municipal, County, State, and/or Federal laws.

II-7 FAIR EMPLOYMENT PRACTICES

Contractor agrees that there will not be any discrimination against any employee or applicant for employment, to be employed in the performance of the contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry, handicap or any other bias prohibited by State or Federal law or regulations.

II-8 CONTRACTOR'S PAYMENT OF TAXES

Without limitation on the foregoing, the Contractor shall be solely responsible for:

- Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.

- Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under State and Federal law.

- Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

The Contractor shall indemnify and hold the City of Linden harmless from claims caused by the Contractor's failure to adhere to the foregoing payment obligations of the Contractor.

II-9 QUALITY OF SERVICE

As is the intent of any contract, the City expects the Contractor to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The Contractor will operate in a professional manner consistent with the Standard of Care and keep all noise and other nuisances to a minimum at all times while under contract with the City. The City is looking to keep from inconveniencing the public as much as possible. The Contractor shall file all documents outlined in this contract in a timely and well-organized manner.

II-10 SUPPORT FACILITIES

Contractor shall have available:

- Facilities and equipment adequate for evaluation of problems and control activities; and

- An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of City.

II-11 BREACH OF CONTRACT

In the event that any of the provisions of this contract are breached by the Contractor, the City shall give written notice to the Contractor of the breach or pattern of behavior that constitutes the breach and allow the Contractor to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of Contractor's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Linden shall have the right to rescind this contract by sending written notice to the Contractor of the cancellation and rescission.

In the event that any of the provisions of this contract are breached by the City, the Contractor shall give written notice to the City of the breach or pattern of behavior that constitutes the breach and allow the City to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of City's receipt of notice. If the breach or pattern of behavior is not resolved, then the Contractor shall have the right to rescind this contract by sending written notice to the City of the cancellation and rescission.

II-12 CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of the City of Linden or be guilty of substantial violations of any provision of the contract, the City may, without prejudice to any other right or remedy, terminate the contract immediately and re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens.

In cases not involving the public's health, safety and welfare, or cases subject to Section II-14, a minimum of ten (10) days notification will be given to the Contractor prior to the termination of the contract.

II-13 CITY'S RIGHT TO MODIFY CONTRACT

The City reserves the right to negotiate with the bidder and/or Contractor for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for planning services. If the City and the bidder and/or Contractor are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) days written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective_____.

WITNESSES:

THE CITY OF LINDEN:

_____ _____

Ellen Glass,
City Manager

_____ _____

Kristyn Kanyak,
City Clerk

Wade Trim, Associates, Inc.
500 Griswold
Suite 2500
Detroit MI 48226

_____ _____

Jason Smith, AICP
Its: Vice President

City of Linden Planning Services
Wade Trim Development Review Fee Schedule*

The following Development Review Fee Schedule is to be used for estimating the consultant's costs for undertaking a professional planning review and preparing a written report to the City regarding the various types of development proposals. These costs may be passed through to the developer, along with any additional costs (publication, reviews by others, etc.) incurred by the City.

The City, prior to forwarding the plans to Wade Trim for review, collects the developer's deposit in an amount determined, in part, from this review fee schedule.

1. Subdivision (Plat) Review (for Conventional, Manufactured Home, Commercial or Industrial Subdivision)	
a. Preliminary plat review	$500 plus $5 per lot
b. Final plat review	$450 plus $2 per lot
2. Site Plan Review	
a. Preliminary Site Plan	$500
b. Final Site Plan	$750
c. Combination Preliminary & Final Site Plan	$750
d. Administrative Site Plan Review	$200
e. Planned Unit Development	$400 plus site plan review fee
3. Special Use Review	$350 plus site plan review fee
4. Rezoning Review	$600 plus $5 per acre
5. Lot Split Review	$150
6. Historic District/Architectural Commission Review	$450
7. Variance Review	$300
8. Street/Alley Vacations	$300
9. Private Road Review	$500
10. Plan Revisions	50 percent of initial review fee
11. Review of Woodlands and Wetlands Plans and/or Field Inspection of Same	Current Hourly Rate Schedule
14. Site (Traffic) Impact Analysis	Current Hourly Rate Schedule
15. Master Deed Review	$300

**The fee schedule is subject to change on an annual basis.*

CITY OF LINDEN
CITY COUNCIL AGENDA MEMO

MEETING DATE: October 26th, 2026 **DEPARTMENT: DPW**

To: Mayor and City Council
From: Patrick McNally, Public Works Director
Submitted: October 21, 2026
Subject: Cross Connection and Control/Backflow Prevention Contract

INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

Part 14 of the Michigan Safe Drinking Water Act requires community water suppliers to implement a cross connection/backflow prevention program to help prevent the possibility of a backflow into the community water system. A backflow can occur through a cross connection (unprotected plumbing configuration) in a water system if there is a loss or reduction in system pressure, or if an external device creates pressure in excess of normal system operating pressures. The result of this pressure inversion can introduce contamination into the municipal water system.

A cross connection and backflow prevention program includes the inspection, testing, record keeping, and education components to identify and eliminate cross connections and the potential for system backflow. This program is required to conduct onsite inspections of all water connections throughout our community including business and residential accounts.

To facilitate this program, the City of Linden solicited cross connection and control/backflow prevention bids from qualified vendors through the MITN system in 2023. Hydrocorp, LLC was the only and winning bid for the work and was awarded an initial two-year contract, which expired on Dec 31st, 2025. Within the contract is a stipulation to automatically renew with 1 year contract extensions, and the contract was extended last year with no price increase. This year there will be a 4% inflationary increase to the cost. Please see the chart below with cost changes:

Previous Monthly Amount	Previous Annual Amount	New Monthly Amount	New Annual Amount
$2,200.00	$26,400.00	$2,288.03	$27,456.36

STAFF RECOMMENDATION

The approval of this contract extension will fulfill the Michigan Safe Drinking Water Act by providing total program management of our cross-connection control backflow prevention program. It will include test notices, the annual inspection of 30 business accounts and 355 external inspections for residential customers, non-compliance notices, and all other administrative functions associated with the program. In addition, the contract will prepare and submit quarterly management reports to staff, as well as the annual State of Michigan Cross Connection Report. Lastly, the program will train and educate DPW staff on how to recognize and resolve cross-connections in the water system.

Based on the need for this mandated program to continue, staff recommends the approval of this contract extension.

MOTION

Move to approve a 1-year Cross Connection and Control/Backflow Prevention Contract Extension with HydroCorp, LLC., in the total contract amount of $27,456.36. Payment terms to be determined by the City Treasurer.

SUPPORTING MATERIALS ATTACHED:

I CONCUR:_____

ELLEN R. GLASS, CITY MANAGER

HYDROCORP

October 14, 2026

Patrick McNally
DPW Director
City of Linden

RE: Cross Connection Control Program Contract Extension

Dear Mr. McNally,
In accordance with section 4.2 of our current Cross Connection Control Professional Services Agreement, HydroCorp will extend our current contract for an additional one (1) year period. The extension will cover the 12-month period beginning January 1, 2027, and end, December 31, 2027.

In accordance with the provisions of our agreement, there will be a 4% increase in the program costs during the extension period. New pricing will be as follows:

Annual Amount: $27,456.36 Monthly Amount: $2,288.03

Please note that the scope of work and all project deliverables will remain unchanged during the extension period.

If you have any questions regarding this letter or if I can be of any additional assistance, please let me know. We look forward to working with you and your staff again for the next year.

Sincerely,

David Cardinal
Vice President

Accepted by:

Signature	Print	Title	Date

HYDROCORP

November 4, 2025

Ellen Glass
City Manager
City of Linden

RE: Cross Connection Control Contract Extension

Dear Ms. Glass,
In accordance with Solicitation Number 000-11-02-23 Cross Connection Control/ Backflow Prevention Program, HydroCorp will extend our current contract for an additional one (1) year period. The extension will cover the 12-month period beginning January 1, 2026, and end January 1, 2027.

In accordance with the provisions of our agreement, the program costs during the extension period will remain the same. Pricing will be as follows:

Annual Amount: $26,403.00 Monthly Amount: $2,200.25

Please note that the scope of work and all project deliverables will remain unchanged during the extension period.

If you have any questions regarding this letter or if I can be of any additional assistance, please let me know. We look forward to working with you and your staff again for the next year.

Sincerely,



Paul M. Patterson
Vice President

Accepted by:

_____	_____	_____	_____
Signature	Print	Title	Date

PROPOSAL

DEVELOPED FOR

Don Grice

Director of Public Works

City of Linden

132 E. Broad Street

Linden, MI, 48451

March 13, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP™

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION CONTROL / BACKFLOW PREVENTION

WATER SYSTEM SURVEYS / AUDITS

PIPE SYSTEM MAPPING AND LABELING

WATER SAMPLING AND ANALYSIS / RISK ASSESSMENTS

PROGRAM AND PROJECT MANAGEMENT

COMPLIANCE ASSISTANCE / DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK 3

PROFESSIONAL SERVICE AGREEMENT. 4-10

QUALIFICATIONS 11

CORPORATE OFFICE
5700 Crooks Road, Suite 100, Troy, MI 48098
p 800.690.6651 248.250.5000 f 248.786.1789 hydrocorpinc.com

SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Linden. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **30** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.

2. Annually, perform a minimum of **352** initial inspections, compliance inspections, and re-inspections at individual residential properties located within the City served by the public water supply for cross-connections. Inspections will be conducted of the properties exterior in order to identify lawn irrigation systems, unprotected hose connections, and other miscellaneous water uses.

3. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.

4. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.

5. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.

6. Submit comprehensive management reports on a quarterly basis.

7. Conduct an annual review meeting to discuss overall program status and recommendations.

8. Provide up to four- (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.

9. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.

10. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.

11. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: $ 2,200.00	**Annual Amount: $ 26,400.00**	**Contract Total: $ 52,800.00**

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of $ 2,200.00

CORPORATE OFFICE
5700 Crooks Road, Suite 100, Troy, MI 48098
p 800.690.6651 248.250.5000 f 248.786.1789 hydrocorpinc.com

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE _____ by and between the City of Linden, organized and existing under the laws of the State of Michigan, referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 **PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 **INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 **INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 **PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all EGLE regulations.

2.5 **MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

2.7 **VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Residential
- Multifamily

Complex Facilities. Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of 60 non-residential and 704 residential inspections over a two - (2) year period. The total inspections include all initial inspections, compliance inspections, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract*.

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIORMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code, and Michigan Residential Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.

2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **775** cross-connection control educational brochures for the duration of the Agreement.

2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

3.1 UTILITY'S REPRESENTATIVE. On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.

3.2 COMPLIANCE WITH LAWS. The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 NOTICE OF LITIGATION. In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 FACILITY LISTING. The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested***.

3.5 LETTERHEAD/LOGO. The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

4.1 TERM AND TERMINATION TERM. Services by HydroCorp under this Agreement shall commence on **DATE:** _____ and end two- (2) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 RENEWAL. Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal.

4.3 TERMINATION. The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 BASE COMPENSATION. The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **$2,200.00 per month, $26,400.00 annually, for a two - year contract total of $52,800.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.

4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 **LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	$1 Million	$2 Million
Excess Umbrella Liability	$5 Million	$5 Million
Automobile Liability (Combined Single Limit)	$1 Million	
Worker's Compensation/ Employer's Liability	$1 Million	
Errors and Omissions	$2 Million	$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such

court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Linden
c/o Don Grice
132 Broad Street
P.O. Box 507
Linden, MI 48451
(810) 735-7980

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

CITY OF LINDEN

_____

By:
Title:

HydroCorp



_____

By: Paul M. Patterson
Its: Senior Vice President

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections ***annually***.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

CITY OF LINDEN
CITY COUNCIL AGENDA MEMO

MEETING DATE: October 26, 2026

AGENDA TOPIC: MTA Loose Van Lease

To: **City Council**
From: Tessa Sweeney
Subject: MTA Van Lease & Special Services Agreement

INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

Loose Senior Center has partnered with MTA to obtain a new Ford Transit passenger van through the Federal Transit Administration Section 5310 program, which supports health and wellness activities, shopping, recreation, outings, and appointments, consistent with program requirements. MTA representative Melinda Johnson will attend the meeting to answer questions.

The Vehicle Lease Agreement provides the van at no purchase cost, lease payment, or local match. City will hold title, with MTA as lienholder. The lease runs for one year and renews annually. A separate Specialized Services Agreement provides up to $5,049 in state operating assistance for October 26, 2026–September 30, 2027, reimbursed at $1.76 per eligible mile. MTA may reallocate unused program funds when available, but additional funding is not guaranteed.

Loose will operate the van with employees and cover ordinary operating costs, including fuel, maintenance, repairs, insurance, deductibles, and applicable staffing. MML has indicated it can provide required coverage for both employee and volunteer drivers. Loose must maintain driver qualifications, a written preventive maintenance policy and records, daily pre-trip checks when used, passenger/mileage logs, and quarterly reports due January 10, April 10, July 10, and October 10. MTA will conduct annual compliance and vehicle reviews.

The agreements contain insurance and broad indemnification requirements. The City pays deductibles and maintenance expenses, although MTA can provide technical assistance. Final insurance and legal review, along with operational procedures, should be completed before the van is placed in service.

RECOMMENDATION

Move to approve the 5310 Vehicle Lease Agreement and the Specialized Services Sub-Applicant Agreement between Mass Transportation Authority and Loose Senior Center, and authorize the City Manager to execute the agreements and related administrative documents on behalf of the City, subject to final review by the City Attorney and confirmation of required insurance coverage.

Attachments: Vehicle Lease Agreement (with exhibits); Specialized Services Sub-Applicant Agreement (with attachments).

Ellen R. Glass

ELLEN R. GLASS, CITY MANAGER

49 U.S.C. § 5310
VEHICLE LEASE AGREEMENT

AGREEMENT BETWEEN
Mass Transportation Authority
AND
Loose Senior Center

THIS AGREEMENT is made between "Lessor" Mass Transportation Authority (MTA) (hereinafter "MTA" acronym), an entity organized under the provisions of Act 55 of the Public Acts of 1963, as amended, whose address is 1401 S. Dort Hwy, Flint, Michigan 48503, and "Lessee" Loose Senior Center (hereinafter "Agency or Lessee"), a department within the City of Linden, whose address is 707 North Bridge Street, Linden, Michigan 48451, for the leasing of vehicle(s) from MTA provided through funding from the Federal Transit Administration (hereinafter "FTA"), pursuant to 49 U.S.C. 5310 for formula grants for the enhanced mobility of seniors and individuals with disabilities (hereinafter "§5310"). MTA and Agency are collectively referred to as the "Parties" herein.

WHEREAS, MTA, pursuant to the provisions of Act 55, is vested with the authority to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, Agency is within MTA's jurisdiction and desires to manage and operate certain public transportation services for purposes consistent with §5310 and consistent with MTA's Program Management Plan and MDOT Specialized Services program;

WHEREAS, MTA is engaged in the trade or business of renting or leasing motor vehicles for a period of time that is greater than thirty (30) days, and Agency is interested in leasing certain motor vehicles owned by MTA for a period of time that is greater than thirty (30) days during the terms of this Agreement.

WHEREAS, the purpose of this Agreement is to state the responsibilities and obligations of Agency and MTA, as well as the conditions for the Agency's use of the §5310 Project Vehicles distributed by MTA;

NOW THEREFORE, the Parties agree as follows:

1. PROJECT VEHICLES

MTA agrees to lease to Agency, for Agency's use, MTA vehicle(s) as indicated in "**Exhibit A**" hereinafter referred to as "Project Vehicle(s)," for a period of one year in accordance with the terms and conditions of this Agreement. The forms making up **Exhibit A** shall be updated prior to delivery of the Project Vehicle(s) to include VIN number(s) and the acknowledgement that the Agency has taken possession of the Project Vehicle(s). The Parties further agree that **Exhibit A** will be updated as necessary to reflect any changes to the Project Vehicle(s).

All updates to **Exhibit A** shall become a part of this Agreement. Agency shall retain title to Project Vehicles, with MTA listed as the Lien Holder. As a direct Recipient of §5310 funds, MTA is authorized to reassign and/or replace Project Vehicles as MTA deems necessary to achieve the desired outcome of §5310 grant funding. No Project Vehicles shall be disposed of or reassigned without prior written approval by MTA. Project Vehicles are provided on an "**As Is**" basis.

2. THE PROJECT CONSIDERATION

In consideration of the Agency's agreement to undertake and complete the public transportation services of the Project, as detailed in MTA's §5310 application and MDOT Specialized Services application (hereinafter referred to as Applications), which is incorporated into this Agreement, and in accordance with the terms and conditions of this Agreement, MTA agrees to lease to Agency and Agency agrees to use Project Vehicles for the public transportation purposes stated in the applicable Applications and in the priority permitted in FTA Circular C 9070.1H, as may be amended or updated, which include transportation for other federal programs or transferring Project Vehicles to a §5310 sub-recipient if such transfer is approved by MTA. Agency agrees to use the vehicle to provide transportation that enhances mobility of seniors and individuals with disabilities. Agency agrees to provide management of all facets of the Project, project assets and any staff (e.g. driver(s)), necessary for the efficient and safe operation of the transportation services provided. The Project is to be operated in compliance with this Agreement, FTA guidance, Specialized Services Sub-Applicant Agreement, MDOT Specialized Services guidance, and all related federal, state and local regulations and statutes.

3. TERM OF THE LEASE AGREEMENT

The initial term of this Lease Agreement shall be one year beginning on the date the Agreement is signed and it shall automatically renew for subsequent one year periods and shall remain in effect as long as Project Vehicles are leased by the Agency.

4 TERMINATION

MTA may terminate this Agreement at any time without cause and in its sole discretion upon 30 days' written notice to Agency. Agency may terminate this Agreement at any time without cause and in its sole discretion upon 60 days' written notice to MTA. On the effective date of the Termination of this Lease Agreement, Agency shall return all §5310 Project Vehicles.

4. SUB-CONTRACTORS

The Agency shall not lease the Project Vehicles to another entity unless it is consistent with the requirements of FTA Circular C 9070.1H as may be amended or updated, including, but not limited to, Chapter 6, §6, and it shall only do so with the express, written permission of MTA in its sole discretion and under such conditions and terms agreed to by MTA.

5. INDEPENDENT CONTRACTOR

The Parties agree that Agency is wholly independent in relation to the rights and responsibilities set forth in this Agreement. The Agency retains the right to exercise full control and supervision over its employees, their compensation and discharge. Agency further agrees to be solely responsible for all matters relating to payment of such employees, including compliance with social security, withholding, and all other regulations governing such matters. The Agency agrees to be responsible for its own acts and dishonest or fraudulent misconduct of, or torts, intentional or unintentional, committed by its employees during the life of this Agreement.

6. MAINTENANCE OF RECORDS

Agency shall keep accurate financial and operating records for the project for at least seven (7) years from the date of return or disposal of Project Vehicles. Such records shall include, but are not limited to: records of all expenses paid for its operations, records of the use of its services (ridership), all accident reports, maintenance records, dispatch records, personnel records, and all other supporting documents pertaining to the project operation. MTA may request, and Agency shall permit, MTA or its designee to review all records relating to the project either by formal audit or periodic administrative review.

7. REPORTING AND MONITORING

Pursuant to 2 CFR Part 200 (hereinafter "Super Circular") §200.331, Agency agrees to provide to MTA all available information required by **Exhibit B** of this Agreement at the time of the Agreement's execution to allow MTA to complete the information required by **Exhibit B**, and Agency further agrees to provide to MTA all additional and supplemental information required by **Exhibit B** immediately as it becomes available following the execution of the Agreement. **Exhibit B** may be completed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

8. NON-DISCRIMINATION

Agency shall not discriminate against any passenger because of race, color, sex, age, disabled, religion, ancestry, marital status, national origin, place of birth or sexual orientation. Agency shall comply with the State of Michigan publication "Prohibition of Discrimination in State Contracts," the Civil Rights Act of 1964 (78 Stat. 241), and the Michigan Civil Rights Acts of 1976 (45 P.A. 1976).

The Agency agrees that it will not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, section 303 of the Age Discrimination Act of 1975, section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and MTA policy. The forgoing shall include, without limitation, employment upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and/or the selection of training, including apprenticeship.

Agency shall comply with FTA Circular C 9070.1H, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

9. SYSTEM FOR AWARD MANAGEMENT (SAM) EXCLUSIONS

Agency certifies with the signature on this agreement that it is not suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. MTA may check the System for Award Management (SAM) Exclusions at SAM.gov. Agency must maintain an active registration in SAM.gov. Should Agency become suspended, debarred, ineligible, or voluntarily exclude itself from participation in federally assisted transactions or procurements or not have an active registration in SAM.gov, the Agency is required to inform MTA and the Project Vehicles may be required to be returned to MTA at the discretion of MTA.

10. DRIVER TRAINING

All drivers (including mechanics) of Project Vehicle(s) shall be properly licensed, including but not limited to a CDL or chauffeur license if necessary. All drivers of Project Vehicle(s) designed to transport sixteen or more passengers (including the driver) or of vehicles which have a gross combination weight rating of 26,001 pounds or more must have a CDL.

All drivers shall complete training on the use of accessibility equipment (as applicable) and the securing of passenger equipment (i.e. wheelchair).

11. DRUG AND ALCOHOL TESTING

Agency is required to comply with drug and alcohol testing regulations provided by 49 CFR 382 for drivers required to have a CDL.

12. MAINTENANCE

Agency is solely responsible for maintenance and shall maintain all Project Vehicles in good working condition for the Project Vehicles' full useful life, unless it is mutually determined that specific items are no longer feasible to maintain. Agency agrees that it will not allow any Project Vehicle to be out of service for a period of time in excess of seven (7) days, unless this results from conditions beyond its control. Maintenance shall be carried out in accordance with specifications for the Project Vehicles as may be available either from the manufacturer or the maintenance procedures specified by MTA.

Upon Agency's request, MTA, at its sole discretion, may provide all or any portion of the maintenance for a Project Vehicle. Maintenance services provided by MTA shall not relieve the Agency of its duty to maintain all Project Vehicles in good working condition. The maintenance will be performed according to specifications for such Project Vehicles, as may be available either from the manufacturer or the maintenance procedures specified by MTA.

MTA shall charge the Agency only for actual maintenance performed. MTA shall charge the Agency the actual cost to MTA for parts used without markup. In addition, MTA shall charge the Agency the actual cost to MTA for labor costs, which are based on the hourly wage of the employee(s) performing the work, together with a percentage of that rate for the fringe benefits MTA pays.

MTA shall inspect the vehicle annually to ensure it is being maintained at the highest level of cleanliness, safety, and mechanical soundness. Representatives of MTA and FTA shall have the right to conduct maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the federally funded vehicle.

13. INDEMNIFICATION

Notwithstanding any other provision in this Agreement, Agency shall indemnify, defend and save harmless MTA, it's officers, agents, employees, attorneys and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Agency or its officers, agents, employees, volunteers, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement or related in any way to operation, maintenance, or possession of the Project Vehicle(s) without regard to the negligence of the Agency.

This Agreement is not intended to alter or increase MTA or Agency's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

14. INSURANCE

Agency shall provide insurance with the coverage, limits and conditions described below. Any and all insurance must be written with an insurer admitted and licensed in the State of Michigan and approved by MTA's Manager of Risk Management. Proposed insurance carriers should have a Best's rating of "A VI" or above; however, MTA reserves the right to accept or reject any proposed carrier. MTA must be provided with certificates of insurance prior to the Agency's use of the Project Vehicle(s) and the effective date of said coverage. In addition, MTA must be provided a complete copy of the insurance policy(ies) within the thirty (30) days following their effective date.

Coverage must be primary and non-contributory and must provide a waiver of subrogation in favor of MTA. If the Agency is self-insured, a certificate from the appropriate State agency must be furnished by such agency to MTA. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the Agency is responsible for immediately providing a renewed certificate of insurance to MTA. The purchase of insurance coverage or furnishing the aforesaid certificate to MTA shall not be a satisfaction of the Agency's indemnification of MTA.

Physical Damage

Agency shall purchase vehicle physical damage insurance, including comprehensive and collision coverage, for the Project Vehicle(s) for the greater of actual cash value or book value of the Project Vehicles. MTA shall be named as Loss Payee on the policy, and shall be provided with a minimum of thirty (30) days prior written notice of cancellation. Agency shall be responsible for the payment of any deductible and MTA will not be obligated to pay for repairs to the vehicle.

Vehicle Liability Coverage

Agency shall purchase vehicle liability insurance for all vehicles leased from MTA, including $2,000,000 per occurrence for Personal Injury Protection, Property Protection, Residual property damage, and Standard Form Collision and comprehensive coverage as required:

A. Motor Vehicles Insurance as required by 1956 PA 218, as amended: MCL 500.100 et seq; MSA 24.100 et seq, including but not limited to the following:

    1. Personal injury protection as required by MCL 500.310(1): MSA 24.13101(1)
    2. Property protection insurance as required by MCL 500.3101(2); MSA 24.13101(1).
    3. Residual liability insurance as required by MCL 500.3101(1) and MCL 500.3009; MSA 24.12009.
    4. Residual property damage liability coverage as required by MCL 500.3009; MSA 24.13009.

B. Standard form collision coverage as provided in 1956 PA 238, as amended, Sect 3037; MCL 500.3037, MSA 24.13037 and comprehensive coverage as provided in 1956 PA 218 Sec. 2101; MCL 500.2102; MSA 24.12102. Both standard form collision coverage and the comprehensive coverage shall be for the actual cash value of the vehicle. The amount of deductible for such coverages shall be determined by the AGENCY, and shall be payable by the AGENCY.

MTA shall be named as Additional Insured on the liability policy and shall be provided a minimum of thirty (30) days prior written notice of cancellation.

Workers Disability Compensation Insurance

Agency shall purchase worker's disability compensation insurance covering any employees involved in operating vehicles leased from the MTA as required by the "Worker's Disability Compensation Act, 1969 PA 317", as amended, MCL 418.101 et seq

Copies of all insurance policies including endorsements, attachments, or forms shall be furnished to the Mass Transportation Authority before or at the time the Agency takes possession of any vehicle.

15. PRIORITY

Each of the following documents are incorporated by reference into the Agreement. In the event and to the extent of any inconsistency between two or more documents which form part of the Agreement, those documents will be interpreted in the following order of priority:

The Agreement
Applicable FTA Circulars
Program Management Plan
MDOT Specialized Services Rules, Regulations, Guidance
Specialized Services Sub-Applicant Agreement
Grant Applications

16. COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. This Agreement may be modified by MTA at its sole discretion and written notice to Agency.

17. SEVERABILITY AND INTENT

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. WAIVER

Parties' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

19. ASSIGNMENT

The Parties agree that the responsibilities and benefits under this Agreement shall not be assigned unless such assignment is approved by MTA in advance in writing. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

20. VENUE

Parties agree to follow all applicable State and Federal laws. This Agreement shall be governed by the laws of the State of Michigan.

21. ARBITRATION

Unless the parties agree otherwise, any dispute arising out of or relating to this agreement that has not been resolved by good-faith negotiations or mediation will be finally settled by binding arbitration. the arbitration will be in accordance with the then-current rules of the American Arbitration Association by a sole arbitrator. The arbitration will be governed by the Michigan Revised Uniform Arbitration Act and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The arbitration will take place in the City of Flint. The arbitrator is not empowered to award damages and costs in excess of any compensatory damages.

22. ELECTRONIC SIGNATURE

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

The Parties acknowledge that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Principals. This Agreement shall become effective upon the date the Agreement is signed by both Parties.

Mass Transportation Authority	**Loose Senior Center**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EXHIBIT A

Agency: **Loose Senior Center**

Mass Transportation Authority shall procure and provide, to Agency and for Agency's use, the vehicle as indicated below:

Vehicle eligible for replacement under State and Federal Guidelines: N/A

New MTA Vehicle Number: 81005

Make: 2026 Ford Mobility Transit **Model**: Saftbus **Fuel Type:** Gas

---

To be completed at Vehicle Hand-Off:

New Vehicle Identification Number (VIN):1FDVU4XG0TKB10099

I have received keys and vehicle manual.
There were no vehicle issues on the walk-around.
I reviewed the fuel type with the MTA representative.

I, _____, hereby state that I have authority to accept the above referenced Project Vehicle on behalf of the Agency and that by signing below I acknowledge receipt of the above referenced Project Vehicle:

Signature of Agency Representative: _____

Print Name Agency Representative: _____

Title of Agency Representative: _____

Date: _____

Signature of MTA Representative: _____

Print Name of MTA Representative: _____

Title of MTA Representative: _____

Date: _____

EXHIBIT B

1) **Agency Name: Loose Senior Center**

2) **UEI Number:** NMUEVC85CBH5

3) **FAIN:** MI-2023-007

4) **Fed Award Date:** 4/13/2026

5a) **SubAward Start:** 10/14/2026

5b) **SubAward End:** Auto annual renewal

6) **Fed Funds Obligated by this Action**

$83,051.30

7) **Total Fed Funds Obligated by FAIN:**

$1,090,238

8) **Total Amount of Fed Award Committed**

9) **Fed Award Project Desc:** Section 5310

Enhanced Mobility of Seniors and Disabled

10) **MTA Vehicle Number: 81005**

11) **Name of Fed Awarding Agency:** Federal Transit Administration

12) **Name of Pass-Through Entity:** Mass Transportation Authority

13) **Contact Information for Pass-Through Awarding Official:** N/A

14) **CFDA Number & Name:** 20.513-Enhanced Mobility of Seniors and Individuals with Disabilities

15) **R&D?** No

16) **Indirect Cost Rate for Federal Award**: N/A

SPECIALIZED SERVICES SUB-APPLICANT AGREEMENT BETWEEN MASS TRANSPORTATION AUTHORITY AND

_____

SUB-APPLICANT NAME: **Loose Senior Center**

SUB-APPLICANT UEI: **NMUEVC85CBH5**
SUB-APPLICANT AWARD AMOUNT: **$5,049**

SUB-APPLICANT PROJECT ACTIVITY PERIOD: October 26, 2026 to September 30, 2027.

This CONTRACT is made and entered into this 26th day of October A.D. 2026 by and between the Mass Transportation Authority (hereinafter referred to as the **AGENCY**), and Loose Senior Center (hereinafter referred to as the **SUB-APPLICANT**).

SECTION 1. DEFINITIONS

PROGRAM: The Michigan Specialized Services Operating Assistance Program designed primarily for seniors and disabled as defined under Section 10e(4)(d)(ii) of Act 51, of the Public Acts of 1951, as amended.

DEPARTMENT: Michigan Department of Transportation.

AGENCY: Mass Transportation Authority, which is receiving funds from the Department under the program.

SUB-APPLICANT: Loose Senior Center which will provide transit services for the elderly and persons with disabilities with funds received under this contract.

APPLICANT: The **AGENCY'S** application, submitted in cooperation with the **SUB-APPLICANT**, for funding from this **PROGRAM** for the period from October 26, 2026 to September 30, 2027.

SECTION 2. PURPOSE

The purpose of this contract is to provide operating assistance funding received from the **DEPARTMENT PROGRAM**, to the **SUB-APPLICANT**. The funded transit services shall be as described in the application for the elderly and persons with disabilities and as approved by the **DEPARTMENT**.

SECTION 3. THE AGENCY SHALL:

A. Prepare and submit the appropriate information to the **DEPARTMENT**, in order to qualify the service for state financial assistance.

B. Pay to the **SUB-APPLICANT** the state funds designated for the relevant transit service within (30) days of receipt from the **DEPARTMENT**. Expenses will be reimbursed by the AGENCY based on the submission of quarterly reports. The AGENCY may withhold payment if the SUB-APPLICANT is not current with its reporting requirements.

C. Notify the **SUB-APPLICANT** within five (5) days of receipt of any written requests for information by the DEPARTMENT, or restrictions required by the **DEPARTMENT** concerning the transit service.

D. Inform the **SUB-APPLICANT** of any transit service changes or changes in Federal or State law or programs known to the **AGENCY** which would impact the transit services being provided by the **SUB-APPLICANT**.

E. Assist in coordinating transit services within its service area.

SECTION 4. THE SUB-APPLICANT SHALL:

A. Provide transit services as described in the **APPLICATION** and as approved for funding by the **DEPARTMENT.**

B. Complete and submit to the **AGENCY**, the information required by the **DEPARTMENT** on the quarterly reporting form (Attachment B) within fifteen (15) days after the end of each state fiscal year quarter. The quarterly reports are due as follows:

- January 15 for quarter October 1 – December 31
- April 15 for quarter January 1 – March 31
- July 15 for quarter April 1 – June 30
- October 15 for quarter July 1 – September 30

C. Establish and maintain books, records, documents, and other accounting records, documents, and other accounting records in accordance with generally accepted accounting principles.

D. Permit the **AGENCY** or the **DEPARTMENT** to audit all data and records relating to the transit service financed in part or in whole by the **PROGRAM.** The **SUB-APPLICANT** shall retain and allow access to all data and records pertaining to this contract until three (3) years after the final payment to the **SUB-APPLICANT.**

E. Inform the **AGENCY** of any event, which may have significant potential Impact on the transit service, its control, or cost.

F. Cooperate with the **AGENCY**, other **SUB-APPLICANTS,** and other service providers in coordinating transportation services.

G. In connection with the acceptance of this Contract, agree to comply with the State of Michigan provisions for 'Prohibition of Discrimination in State Contracts', as set forth in Attachment 'A', attached hereto, and made a part hereof. The **SUB-APPLICANT** further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the project for which this Contract is made.

H. Shall cooperate with the **DEPARTMENT** regarding participation by Disadvantaged Business Enterprises (DBE), pursuant to the U.S. Department of Transportation regulation 49 CFR § 26.45 and the **DEPARTMENT'S** DBE program and goals.

I. Shall carry and maintain, as a minimum, insurance as detailed in Attachment 'C', attached hereto, and made a part hereof, if vehicles are being operated for the purposes of providing transit services funded under this contract.

SECTION 5. IT IS FURTHER AGREED

A. Neither the **AGENCY** nor the **SUB-APPLICANT** shall alter the transit service described in the **APPLICATION** and as approved for funding by the **DEPARTMENT** without the written approval of the **DEPARTMENT**.

B. The **AGENCY'S** maximum funding to the **SUB-APPLICANT** for transit services provided is Five Thousand Forty-Nine Dollars ($5,049.00). Reimbursement will be at the rate of $1.76 per mile. Funding is contingent upon FY 2026 legislative appropriation.

C. This contract will cover the period commencing October 26, 2026 and extending through September 30, 2027.

D. The **SUB-APPLICANT** agrees to repay any funds overpaid by the **AGENCY**. Upon a finding by the **AGENCY** that the **SUB-APPLICANT** has made an

unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the **AGENCY**, the **SUB-APPLICANT** agrees to promptly repay such amounts to the **AGENCY**.

E. If the **DEPARTMENT** reduces the payment to the **AGENCY**, the **AGENCY** will accordingly reduce the payment to the **SUB-**

APPLICANT. SECTION 6. INDEMNIFICATION

The **SUB-APPLICANT** assumes liability for and agrees to defend, indemnify and hold harmless the **AGENCY, DEPARTMENT**, and the State of Michigan, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney fees, arising out of, resulting from, or relating to the performance of the Project by **SUB-APPLICANT** or **SUB-APPLICANT'S** employees, agents, or subcontractors.

The **AGENCY** shall not be subject to any obligations or liabilities by contractors of **SUB-APPLICANT** or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

SECTION 7. CERTIFICATION OF RESTRICTIONS ON LOBBYING

The provisions of this section apply only if the amount of this contract (including the value of any amendments thereto) is equal to or exceeds $100,000.

The **SUB-APPLICANT** certifies that no federal appropriated funds have been paid or will be paid by or on behalf of the **SUB-APPLICANT** for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The certification of this compliance ('Lobbying Restriction Certification') submitted by the **SUB-APPLICANT** in connection with this project is incorporated in, and made a part of, this contract.

SECTION 8. TERMINATION FOR CONVENIENCE

The **AGENCY** may terminate this Contract at any time and for any reason by providing **SUB-APPLICANT** written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination **SUB-APPLICANT** shall be entitled to compensation for Project

activities in accordance with this agreement which were incurred prior to the effective date of the termination.

SECTION 8.

In witness hereof, the parties hereto have caused this contract to be executed.

FOR MASS TRANSPORTATION AUTHORITY

BY_____

TITLE GENERAL MANAGER

FOR Loose Senior Center

BY_____

TITLE_____

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.

3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.

5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.

6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual stateproject.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT B

Specialized Services Quarterly Report FY 2027

This report is to be completed and returned to Mass Transportation Authority (MTA) by the 10th of the month following each quarter (due in January, April, July, and October). It can be emailed to mjohnson@mtaflint.org

Agency Name: _____ Date: _____

Quarter: ___ Oct-Dec ___ Jan-Mar ___ Apr-Jun ___ Jul-Sep

Passenger Totals for the Quarter:

Regular	_____
Elderly	_____
Disabled	_____
Elderly & Disabled	_____
Total Passengers	**_____**

Vehicle Miles for the Quarter **_____**

Total Number of Vehicles **_____**

Number with Lifts _____

_____

Signature

VEHICLE INSURANCE REQUIREMENTS

A. Specialized Service Agencies operating vehicles to provide transportation under the Specialized Service Agreement with the Flint Mass Transportation Authority, shall provide a Certificate of Insurance in the amount of not less than Two Million Dollars ($2,000,000) for Personal Injury Protection, Property Protection, Residual property damage, and if self-insured, Standard Form Collision and comprehensive coverage.

B. Motor Vehicles Insurance as required by 1956 PA 218, as amended: MCL 500.100 et seq; MSA 24.100 et seq, including but not limited to the following:

1. Personal injury protection as required by MCL 500.310(1): MSA 24.13101(1)
2. Property protection insurance as required by MCL 500.3101(2); MSA 24.13101(1).
3. Residual liability insurance as required by MCL 500.3101(1) and MCL 500.3009; MSA 24.12009.
4. Residual property damage liability coverage as required by MCL 500.3009; MSA 24.13009.
5. Self insurance as provided under MCL 500.3101(4); MSA 24.13101(4).

C. Standard form collision coverage as provided in 1956 PA 238, as amended, Sect 3037; MCL 500.3037, MSA 24.13037 and comprehensive coverage as provided in 1956 PA 218 Sec. 2101; MCL 500.2102; MSA 24.12102. Both standard form collision coverage and the comprehensive coverage shall be for the actual cash value of the vehicle. The amount of deductible for such coverages shall be determined by the AGENCY, and shall be payable by the AGENCY.

D. The Coverage specified above shall name the Mass Transportation Authority as an additional insured with an advanced ten-day (10 day) notice of policy cancellation.

E. Copies of all insurance policies including endorsements, attachments, or forms shall be furnished to the Mass Transportation Authority.

CITY OF LINDEN
CITY COUNCIL AGENDA MEMO

MEETING DATE: 10/26/26 **AGENDA TOPIC: Engine Approval**

To: Mayor and City Council
From: Brian Will, Fire Chief
Submitted: October 26, 2026
Subject: **Approval to purchase a new Fire Engine**

INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

Seeking approval to purchase a new 2026 Rosenbauer stock pumper truck. This new truck will replace our current 2001 Pierce pumper and be sold at time of delivery of the new pumper for approximately $45,000.00 (market value as of today).

Rosenbauer is registered and approved and used the Source well pricing requirements for competitive pricing.

Financing information will be further investigated with local banks, Michigan Rural Development along with guidance from PFM Financial Advisors closer to the projected delivery date of late 2027.

The proposed annual payment and interest money has been approved in our current 2026-2027 budget in the amount of $69,000.00. A chassis payment would be due of approximately $130,000.00 sometime in December of 2026. The difference would need to be addressed for funding approval. The balance of 470,000 would be financed sometime in the fall of 2027 when the truck was completed and ready for delivery.

Lastly, this purchase would ensure ors and residents have dependability to ensure their safety and performance. This also would make us compliant with NFPA's standard, replacing a truck over the recommended life span of an Inservice pumper truck of 25 years of age.

STAFF RECOMMENDATION

I recommend the City Council approve the proposed purchase of a new 2026 Rosenbauer pumper truck. Use the $599,000.00 target/quote information as the purchasing and financing basis, subject to final vendor documents and Council action.

MOTION

I move that the City Council approve the purchase of a new pumper truck at a cost of $599,000 to replace our current 2001 Pierce engine from Frontline Services, Inc, a vender for Rosenbauer, the manufacturer.

SUPPORTING MATERIALS ATTACHED:

Recent power point presentation with pertinent information

Copy of the last pump testing results requested by Council

I CONCUR: Ellen R. Glass
ELLEN R. GLASS, CITY MANAGER

R&R Fire Truck Repair

Pump Test

Date: 10/23/25

Mileage: 21272

Hours: 1936

Department: Linden city

Apparatus Number and/or Designation: E12

Manufacturer: Pierce

Model Year: 01

Manufacturer's Model: saber

Manufacturer Number: 11849

Serial Number: 4p1vy02u01s001141

Engine Make: Detroit

Model: series 40

Pump Make: Waterous

Model: cs

Serial #: 104277

Pump Rated Capacity: 1250 (GPM)

Speed Check Taken From: Dash

Ratio to Engine: 2.03

Test Site Location: Linden city

Suction Hose Size: 6

Length: 15

	At Start Of Test	At End Of Test
Atmospheric Pressure	30.00	30.00
Air Temperature	49 Degrees	48 Degrees
Water Temperature	55 Degrees	65 Degrees
Elevation Of Test Site	Feet	Feet
Lift	Feet	Feet

Governed Engine Speed: 2425

Actual Maximum Engine Speed: 2425

Maximum Vacuum Attained: 30

Vacuum Drop in 5 Minutes: 8

Time to Prime Pump: 10 Seconds

Pressure Control Device Test:

Rise While Pumping Capacity at 150 psi: 20

Rise While Pumping Capacity at 90 psi: 15

Rise While Pumping 50 % Capacity at 250 psi: 35

Intake Relief Valve Test Results: _____

Tank-to-Pump Water Flow Test: 690 (GPM)

Gauge Accuracy: _____

Flowmeter Accuracy: _____

Pump Test Results

	Capacity Test	Overload Test	200 PSI Test	250 PSI Test
Duration	20	5	10	10
Gallons Per Minute	1250	1260	890	620
Average Pump Pressure	150	165	200	250
RPM—Engine	1710	1900	1780	1950
RPM—Pump				

Suction Screen Condition: LS	☑ Good	☐ Bad
Changed LS	☐ Yes	☑ No
Suction Screen Condition: RS	☑ Good	☐ Bad
Changed RS	☐ Yes	☑ No

Unit Passed ☐ **Unit Failed** ☐

Test Performed By: Stephen

R&R Fire Truck Repair

20-Minute Capacity Test

☐ Volume ☐ N/A

Layout: _____ Nozzle Size: _____ Position of Transfer Valve: _____

								Pump Intake		Pump Discharge		
Time	Counter (if used)	RPM	Tach	Engine Temp	Oil Pressure	Voltage	Auto Trans Temp (if equipped)	Apparatus Gauge	Test Gauge	Apparatus Gauge	Test Gauge	Pitot/ Flow
225			1710	199	52	13.8	100	0	10	150	150	1250
230			1710	199	52	13.8	100	0	10	150	150	1250
235			1700	201	52	13.8	145	0	10	150	150	1240
240			1710	201	50	13.8	150	0	10	150	150	1240
245			1710	201	50	13.8	150	0	10	150	150	1260

5-Minute Overload Test

245			1910	205	50	13.8	170	0	11	165	165	1260
250			1900	205	49	13.8	170	0	11	165	165	1290

10-Minute 200 PSI Test

☐ Volume ☐ N/A

Layout: _____ Nozzle Size: _____ Position of Transfer Valve: _____

255			1750	205	49	13.8	170	0	7	200	200	880
300			1780	200	49	13.8	180	0	7	200	200	890
305			1780	205	49	13.8	180	0	7	200	200	890

10-Minute 250 PSI Test

☐ Pressure ☐ N/A

Layout:_____ Nozzle Size: _____ Position of Transfer Valve: _____

305			1950	205	49	13.8	180	0	5	250	250	620
310			1950	205	49	13.8	180	0	5	250	250	620
315			1950	201	49	13.8	180	0	5	255	250	600

Pump Tag Information

Capacity 1251 GMP At 165 Discharge PSIG

1251 GMP 150 PSI 1580 RPM

880 GMP 200 PSI 1720 RPM

527 GMP 250 PSI 1912 RPM

Engine Governed Speed 2425

Comments:

751 Doheny Drive
Northville, MI 48167
Phone: 248-344-4443
Fax: 248-344-8630
Email: info@rrfiretruck.com
www.rrfiretruck.com

Linden City FD

VIN:1S00141

~ INSPECTION / ESTIMATE REPORT ~

NOTE: This estimate does not include travel time or per diem fees unless otherwise stated. Likewise, excluded are any unforeseen repairs after work has begun and enclosures have been exposed revealing related problems.

Below is a list of issues found during the recent inspection of your fire apparatus along with associated estimate of repair.

Priority 1 Out of Service, urgent repair or service is needed.

Priority 2 In Service, urgent repair or service is needed.

Priority 3 In Service, repair or work needs to be scheduled in near future.

Priority 4 In Service, repair or work may be completed at next scheduled visit.

Unit	Priority	Description	Cost Estimate
E-12	3	#1 drivers discharge gauge lens is cracked	$275
	3	#2 drivers discharge gauge lens is cracked	$275
	3	Front water foam discharge gauge lens is cracked	$275
	3	Drivers rear discharge gauge the lens is cracked	$275
	3	Deck gun gauge lens is cracked	$275
	4	2 1/2 speedlay gauge lens starting to crack	$275
	4	Right side #3&4 discharge gauges starting to crack	$550
	4	Drivers seat belt has small damage	Monitor
	4	officers seat belt been getting closed in door starting to damage it	Monitor
	2	Front and rear tires are older than dot ten year. date to 2013	Tire Store
	3	High idle is inoperative	$575
	3	Passenger side mirror has issues making adjustments	$750
	3	Front light bar has three strobs out. two drivers side one passenger center	$1000
	3	Drivers cab telescoping scene light missing lens and bulb	$400
	2	Drivers side rear cab light bar missing rear word end cap. two lights stay soild in it	$2500
	3	Taffic advisor has one center light out	$200
	4	Light for RPM gauge is out	$150
	2	Number two speed lay starting to leak by	$325

Amortization Schedule

Pmt #	Payment Date	Payment	Interest	Principal	Balance
1	Apr 22, 2027	$31,372.73	$13,747.50	$17,625.23	$452,374.77
2	Oct 22, 2027	$31,372.73	$13,231.96	$18,140.77	$434,234.00
3	Apr 22, 2028	$31,372.73	$12,701.34	$18,671.39	$415,562.62
4	Oct 22, 2028	$31,372.73	$12,155.21	$19,217.52	$396,345.09
5	Apr 22, 2029	$31,372.73	$11,593.09	$19,779.64	$376,565.45
6	Oct 22, 2029	$31,372.73	$11,014.54	$20,358.19	$356,207.26
7	Apr 22, 2030	$31,372.73	$10,419.06	$20,953.67	$335,253.60
8	Oct 22, 2030	$31,372.73	$9,806.17	$21,566.56	$313,687.03
9	Apr 22, 2031	$31,372.73	$9,175.35	$22,197.38	$291,489.65
10	Oct 22, 2031	$31,372.73	$8,526.07	$22,846.66	$268,642.99
11	Apr 22, 2032	$31,372.73	$7,857.81	$23,514.92	$245,128.07
12	Oct 22, 2032	$31,372.73	$7,170.00	$24,202.73	$220,925.33
13	Apr 22, 2033	$31,372.73	$6,462.07	$24,910.66	$196,014.67
14	Oct 22, 2033	$31,372.73	$5,733.43	$25,639.30	$170,375.37
15	Apr 22, 2034	$31,372.73	$4,983.48	$26,389.25	$143,986.11
16	Oct 22, 2034	$31,372.73	$4,211.59	$27,161.14	$116,824.98
17	Apr 22, 2035	$31,372.73	$3,417.13	$27,955.60	$88,869.38
18	Oct 22, 2035	$31,372.73	$2,599.43	$28,773.30	$60,096.08
19	Apr 22, 2036	$31,372.73	$1,757.81	$29,614.92	$30,481.16
20	Oct 22, 2036	$31,372.73	$891.57	$30,481.16	$0.00

Summary

- Original Loan Amount: **$470,000**
- Interest Rate: **5.85%**
- Payment Frequency: **Semi-Annual**
- Amortization Period: **10 Years**
- Number of Payments: **20**
- Regular Payment: **$31,372.73**
- Total of Payments: **$627,454.61**
- Total Interest Paid: **$157,454.61**

ENGINE 12 REPLACEMENT PROPOSAL

City of Linden Fire Department



Request before Council

Replace Engine 12 with a new conventional cab engine with top-mount controls.

Decision requested

Authorize replacement of E12, purchased in 2001 and currently at approximately 22,400 miles.

Budget target for a comparable conventional cab engine with top-mount controls: $599,000.

Pierce quote received at $640,000; waiting to 2027 is projected to add about $40,000 plus potential increases.

Current estimated resale value of E12: $45,000.

E12 MODEL YEAR	CURRENT AGE	EST. RESALE	BUDGET TARGET
2001	25 years	$45,000	$599,000



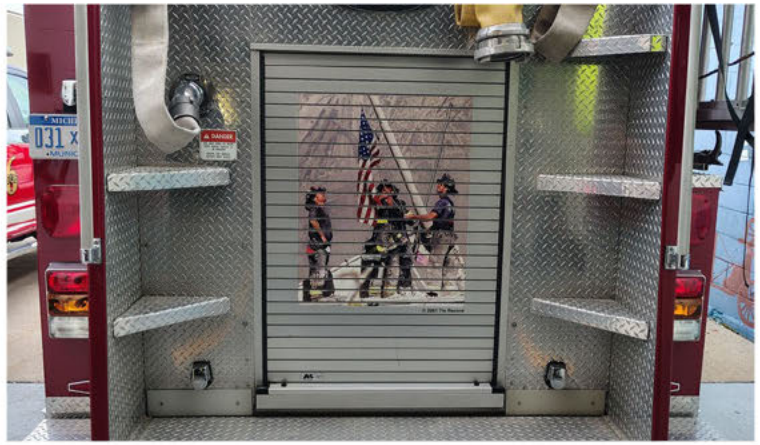
Current fleet condition

Council asked for a full picture of the apparatus fleet, not just the requested truck.



Engine 12

2001 • 25 years old
1,950 hours • 22,400 miles
First-out replacement request



Engine 11

2003 apparatus
1,473 hours • 17,399 miles
Important redundancy unit



Rescue 16

2017 apparatus
Rescue/support function
Not a pumper replacement



Utility 17: 1985 support vehicle

The department's engine capacity depends on older apparatus. Replacement of E12 improves reliability without removing the need to plan for E11 in future years.

Why replacement is being considered now

The replacement case is based on age + reliability + operational readiness, not age alone.



Critical local factors

E12 has reached the 25-year service-life benchmark used in NFPA apparatus guidance.

The truck has already experienced major downtime after a breakdown while responding to a call.

Downtime creates a direct gap in frontline pumper availability and places more reliance on older reserve apparatus or mutual aid.

Parts availability, repair lead time and safety-system obsolescence become larger risks as apparatus ages beyond 25 years.

Primary issue: dependable first-out response

National guidance framework

NFPA guidance is not just a calendar date; it is a risk-management benchmark.

15+ YEARS

Evaluate for reserve / rebuild

Properly maintained apparatus may remain serviceable, but should be evaluated for reserve status and safety upgrades.

25+ YEARS

Replacement benchmark

NFPA Annex guidance says apparatus over 25 years old should be replaced if it does not meet applicable standards or has aged beyond service-life expectations.

E12

Matches the risk point

2001 apparatus with documented reliability concerns and frontline service expectations.

Important language: NFPA's 25-year benchmark is guidance, not a statement that the truck is illegal to operate tomorrow.

References: NFPA 1910 standard description; NFPA public Annex D materials; NFPA 1911 Annex D language posted by Medford, Oregon.

Critical vulnerabilities of a 25+ year-old engine

These vulnerabilities are the operational reason behind the replacement request.

Mechanical failure	Drivetrain, cooling, steering, braking and suspension components are aging as complete systems.
Pump reliability	A pumper must arrive, establish supply and sustain fire flow under emergency load.
Electrical capacity	Older wiring, grounds, relays and controls are harder to diagnose and may not support modern load demands.
Safety technology gap	Newer apparatus standards include improvements to occupant protection, lighting, visibility and vehicle control.
Parts availability	Obsolete components can turn normal repairs into extended downtime.
Fleet redundancy	If E12 is out, the department relies more heavily on other older apparatus or mutual aid.

Council takeaway: replacement reduces the probability and consequence of a frontline apparatus failure.

References: NFPA 1910/NFPA 1911 Annex guidance; USFA/NFA apparatus replacement paper.

Options reviewed

The proposal considers new, refurbish and used-truck options.

New apparatus

$599k target
$640k Pierce quote

Comparable conventional cab, top-mount engine; current market and lead time support acting now.

Refurbish E12

~$250k–$700k
6–12 months

High upfront cost with remaining age, hidden defects, frame/cab risk and potentially lower resale value.

Used apparatus

~$450k–$600k for 6-year-old examples

Current used market is high; used options may approach the cost of the proposed new truck.

Recommended direction: replace E12 rather than invest major capital into a 25-year-old pumper.

Refurbishment option: why it is limited for E12

Refurbishment can make sense for some apparatus, but the 2001 pumper age creates limits.



Local proposal assumptions

Typical refurbish cost for a 2001 pumper: $250,000 to $700,000 depending on depth of work.

Typical timeline: 6 to 12 months.

Remount / re-chassis scenario may approach $700,000.

Hidden frame, sub-frame or structural cab defects can become project “deal breakers.”

Department view: major refurbishment of E12 may gain only limited additional service life while reducing resale value.

Better candidate for future review: Engine 11 in 2–5 years

Targeted repairs still leave an aging platform

Component repair can address one symptom without resolving overall service-life risk.

Engine rebuild	**$48k–$57k**
Water pump replacement / major upgrade	**$10k–$50k**
Bodywork and full repaint	**$10k–$30k**
Electrical / multiplex upgrades	**$5k–$30k**
LED lighting overhaul	**$5k–$25k**

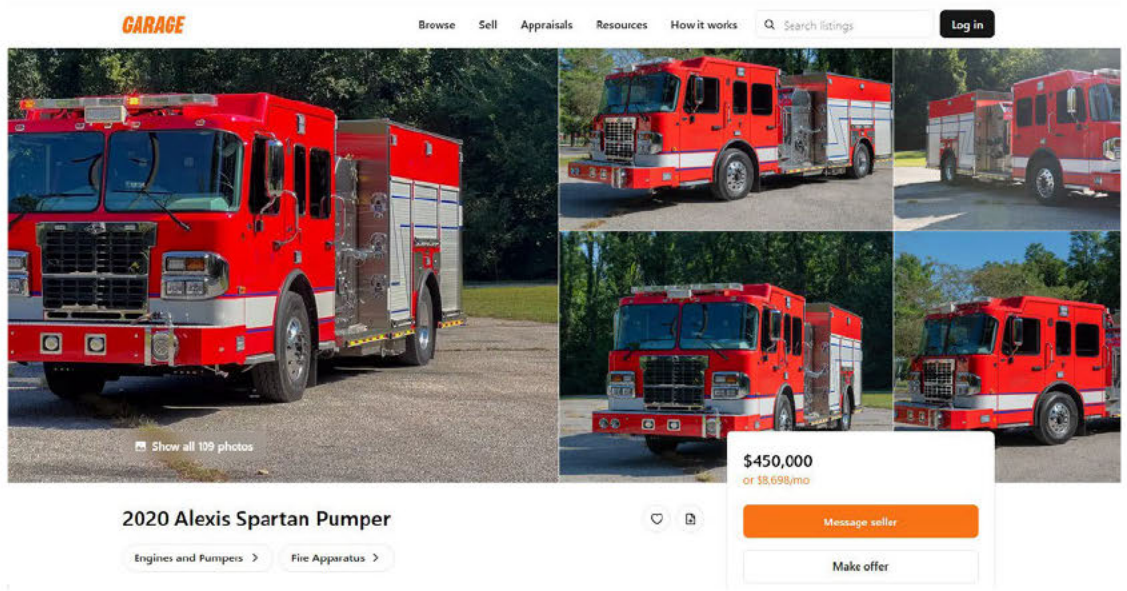
The repair-vs-replace issue

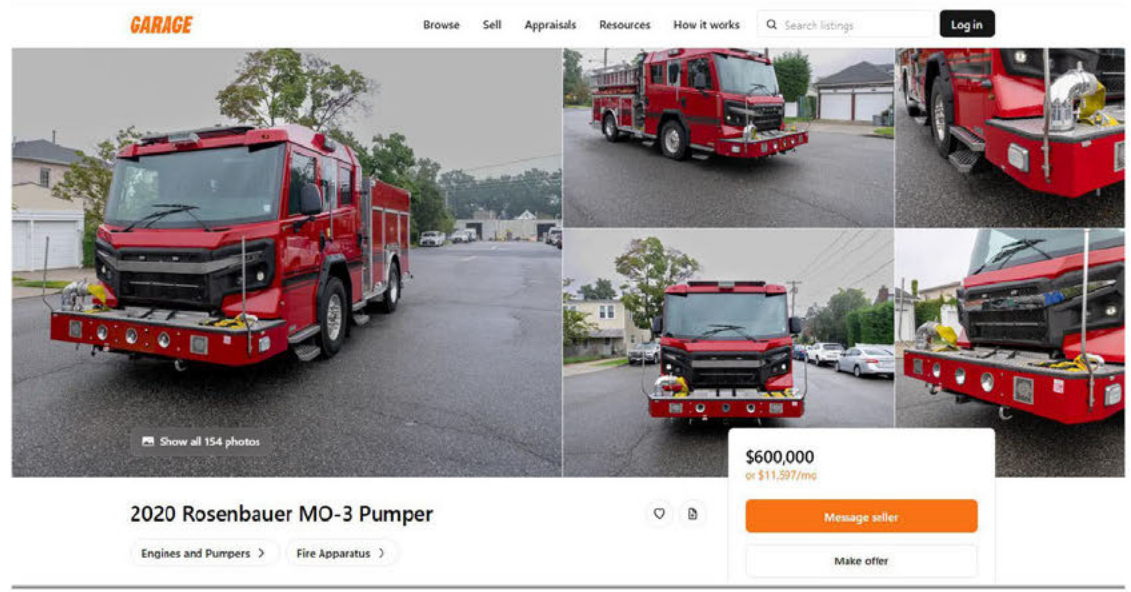
Even a successful repair leaves the City with a 25-year-old frontline pumper, older safety architecture, future parts risk and potential extended downtime.

That is why the proposal weighs total readiness, not just the lowest single repair invoice.

Used-truck market review

Used apparatus is not being dismissed; current examples show limited value relative to replacement.





Examples reviewed

2020 Alexis Spartan Pumper example listed at $450,000.

2020 Rosenbauer MO-3 Pumper example listed at $600,000.

Department conclusion

A 6-year-old truck at or near the proposed new-truck price does not provide the same long-term value or service-life horizon.

High new-truck costs are keeping the used market elevated.

Proposed new apparatus specification

Budgetary information received through Dinges Fire Company.



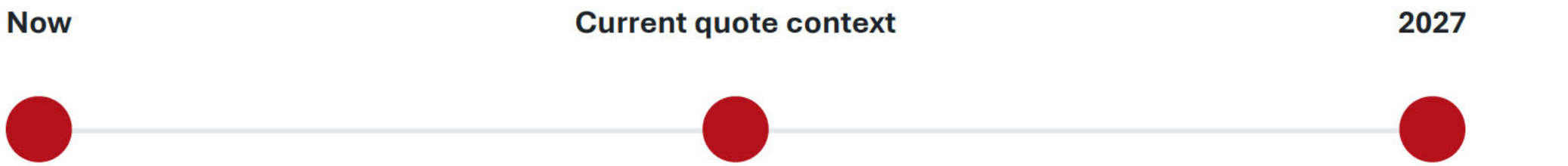
Budgetary quote context

Approximately $650,000 for plant budgetary usage, with similar current-emissions unit available later this year at about $40,000 savings.

Commercial cab	Freightliner four-door
Pump	Top-mount 1500 GPM Hale Q-Max
Body	Core 22 body, ladders on beam
Water capacity	1,000 gallons
Chassis / warranty	2027 emissions chassis, standard 3-year warranty

Cost and timing considerations

Delaying replacement can reduce resale value and increase purchase cost.



Budget target
$599,000

E12 resale
$45,000

Pierce quote
$640,000

Dinges budget
~$650,000

+$40,000
projected increase

Potential added
market increases

The near-term purchase option preserves resale value and avoids the projected 2027 increase.

Financing examples provided for review

Original ChoiceOne Bank amortization examples are preserved here as reference material.

Example 7- year amortization chart from Choice One Bank

Date	Payme	Interest	Principal	Total Payment	Balance
ORIGINAL BAL		$ -	$ -	$ -	$ 500,000.00
08/01/26	1	$ 14,630.83	$ 29,483.09	$ 44,113.92	$ 470,516.91
02/01/27	2	$ 13,996.31	$ 30,117.61	$ 44,113.92	$ 440,399.30
08/01/27	3	$ 12,886.82	$ 31,227.10	$ 44,113.92	$ 409,172.20
02/01/28	4	$ 12,171.51	$ 31,942.41	$ 44,113.92	$ 377,229.79
08/01/28	5	$ 11,099.36	$ 33,014.56	$ 44,113.92	$ 344,215.23
02/01/29	6	$ 10,239.26	$ 33,874.66	$ 44,113.92	$ 310,340.57
08/01/29	7	$ 9,081.08	$ 35,032.84	$ 44,113.92	$ 275,307.73
02/01/30	8	$ 8,189.49	$ 35,924.43	$ 44,113.92	$ 239,383.30
08/01/30	9	$ 7,004.75	$ 37,109.17	$ 44,113.92	$ 202,274.13
02/01/31	10	$ 6,016.98	$ 38,096.94	$ 44,113.92	$ 164,177.19
08/01/31	11	$ 4,804.10	$ 39,309.82	$ 44,113.92	$ 124,867.37
02/01/32	12	$ 3,714.39	$ 40,399.53	$ 44,113.92	$ 84,467.84
08/01/32	13	$ 2,485.33	$ 41,628.59	$ 44,113.92	$ 42,839.25
02/01/33	14	$ 1,274.32	$ 42,839.25	$ 44,113.57	$ -
CALENDAR 2033		$ 117,594.53	$ 500,000.00	$ 617,594.53	$ -
GRAND TOTALS		$ 117,594.53	$ 500,000.00	$ 617,594.53	$ -

7-year example

Example 10- year amortization chart from Choice One Bank

Date	Payment Number	Interest	Principal	Total Payment	Balance
ORIGINAL BAL		$ -	$ -	$ -	$ 500,000.00
08/01/26	1	$ 15,334.72	$ 18,562.50	$ 33,897.22	$ 481,437.50
02/01/27	2	$ 15,010.15	$ 18,887.07	$ 33,897.22	$ 462,550.43
08/01/27	3	$ 14,186.16	$ 19,711.06	$ 33,897.22	$ 442,839.37
02/01/28	4	$ 13,806.75	$ 20,090.47	$ 33,897.22	$ 422,748.90
08/01/28	5	$ 13,037.11	$ 20,860.11	$ 33,897.22	$ 401,888.79
02/01/29	6	$ 12,530.00	$ 21,367.22	$ 33,897.22	$ 380,521.57
08/01/29	7	$ 11,670.39	$ 22,226.83	$ 33,897.22	$ 358,294.74
02/01/30	8	$ 11,170.83	$ 22,726.39	$ 33,897.22	$ 335,568.35
08/01/30	9	$ 10,291.69	$ 23,605.53	$ 33,897.22	$ 311,962.82
02/01/31	10	$ 9,726.31	$ 24,170.91	$ 33,897.22	$ 287,791.91
08/01/31	11	$ 8,826.42	$ 25,070.80	$ 33,897.22	$ 262,721.11
02/01/32	12	$ 8,191.06	$ 25,706.16	$ 33,897.22	$ 237,014.95
08/01/32	13	$ 7,309.28	$ 26,587.94	$ 33,897.22	$ 210,427.01
02/01/33	14	$ 6,560.65	$ 27,336.57	$ 33,897.22	$ 183,090.44
08/01/33	15	$ 5,615.28	$ 28,281.94	$ 33,897.22	$ 154,808.50
02/01/34	16	$ 4,826.58	$ 29,070.64	$ 33,897.22	$ 125,737.86
08/01/34	17	$ 3,856.31	$ 30,040.91	$ 33,897.22	$ 95,696.95
02/01/35	18	$ 2,983.62	$ 30,913.60	$ 33,897.22	$ 64,783.35
08/01/35	19	$ 1,986.87	$ 31,910.35	$ 33,897.22	$ 32,873.00
02/01/36	20	$ 1,024.91	$ 32,873.00	$ 33,897.91	$ -
CALENDAR 2036		$ 177,945.09	$ 500,000.00	$ 677,945.09	$ -
GRAND TOTALS		$ 177,945.09	$ 500,000.00	$ 677,945.09	$ -

10-year example

Operational and recruitment message

Reliable apparatus supports firefighter safety, service confidence and department recruitment.

RECRUITMENT



A replacement engine is also a people issue

Firefighters need dependable equipment when responding to structure fires, crashes and alarms.

A modern, reliable pumper reinforces that the City is investing in safe operations and long-term department readiness.

This supports the department's ability to recruit and retain paid-on-call firefighters.

Equipment reliability is part of firefighter support.

Recommendation

Proceed with replacement of Engine 12.



Recommended action

Authorize purchase of a new pumper engine to replace E12.

Use the $599,000 target / quote information as the purchasing and financing basis, subject to final vendor documents and Council action.

Plan disposition of E12 while resale value remains approximately $45,000.

Continue long-range fleet planning for Engine 11 and other apparatus needs.

Decision basis: service reliability, safety, replacement timing and total readiness.

Specific references

Reference material supporting the replacement-risk discussion.

[1] NFPA 1910, 2024 edition

Standard for the Inspection, Maintenance, Refurbishment, Testing, and Retirement of In-Service Emergency Vehicles and Marine Firefighting Vessels. NFPA describes the 2024 edition as a consolidation of NFPA 1911, 1912, 1925 and 1071.

[2] NFPA public Annex D materials

NFPA public committee materials and final-draft statements include Annex guidance discussing first-line, reserve and replacement considerations for older apparatus.

[3] NFPA 1911 Annex D language

Annex language cited in public copies states that apparatus more than 15 years old should be considered for reserve status if serviceable, and apparatus not meeting applicable standards or over 25 years old should be replaced.

[4] USFA / National Fire Academy paper

“Fire Apparatus / Capital Equipment Replacement” identifies escalating maintenance costs, increased downtime and noncompliance with new standards as justifications for replacement.

[5] Local proposal materials

Brian’s “TRUCK REPLACEMENT PROPOSAL” slides: E12 age/miles/hours/resale, fleet overview, Dinges quote, financing examples, refurbish information, used-market examples and recruitment slide.

Useful URLs

NFPA 1910 standard development: https://www.nfpa.org/codes-and-standards/nfpa-1910-standard-development/1910
NFPA public 1910 committee materials: https://docinfofiles.nfpa.org/files/AboutTheCodes/1910/1910_CustA2023_FDA_AAA_FDAgenda_2_21.pdf
NFPA public final-draft statements: https://docinfofiles.nfpa.org/files/AboutTheCodes/1910/1910_CustF2022_FDA_AAA_FD_FRstatements.pdf
Public NFPA 1911 copy with Annex D: https://www.medfordoregon.gov/files/assets/public/human-resources/documents/recruitment/nfpa_1911.pdf
USFA/NFA EFO paper: https://apps.usfa.fema.gov/pdf/efop/efo30044.pdf

Outlook

FOIA-DPW DIRECTOR various

From Mae Vernon [redacted]
Date Sun 9/27/2026 1:03 AM
To Kristyn Kanyak <clerk@lindenmi.us>

Hello Kristyn,

Please consider this a formal FOIA request.

P. Mae Vernon [redacted]
Linden MI 48451
[redacted]

Request: Copies via email

May I please have copies of the following information pertaining to Linden Employee and DPW Director, Patrick McNally:

1. Any and all records related to payment of $50 to T-Mobile referencing #201259 including, but not limited to invoice, receipt, and purchase order.
2. Any and all records authorizing the DPW Director to use a personal cell phone for City business in lieu of a city-issued phone, including City Council minutes, City Manager Authorization, administrative memo, and/or employment agreement provision.
3. The City of Linden's current cell phone, BYOD (Bring Your Own Device), and/or telecom stipend/reimbursement policy applicable to department directors, including the DPW Director.
4. Any written agreement, acknowledgement, or policy regarding preservation and production of public records stored on personal devices used for City business.
5. Any and all employment contracts, employment agreements, letters of employment, and any addendums or amendments thereto related to DPW Director Patrick McNally.

Thank you very much for all you do for our City.

Sincerely,
P. Mae Vernon
[redacted]
Linden MI 48451
Resident, property owner, taxpayer and registered voter

Get Outlook for iOS

132 E. Broad Street • Linden, MI 48451 • P.O. Box 507
Phone: (810) 735-7980 • Fax: (810) 735-4793

October 2, 2026

P. Mae Vernon
[redacted]
Linden, MI 48451

Dear Mrs. Vernon,

This notice is issued in response to your request received on September 28, 2026, by the City of Linden for records and information under the Freedom of Information Act (FOIA), MCL 15.231 et seq. Pertaining to:

1. Any and all records related to payment of $50 to T-Mobile referencing #201259 including, but not limited to invoice, receipt, and purchase order.

   Your request is granted and records responsive to this request are enclosed.

2. Any and all records authorizing the DPW Director to use a personal cell phone for City business in lieu of a city-issued phone, including City Council minutes, City Manager Authorization, administrative memo, and/or employment agreement provision.

   Your request is granted and records responsive to this request are enclosed.

3. The City of Linden's current cell phone, BYOD (Bring Your Own Device), and/or telecom stipend/reimbursement policy applicable to department directors, including the DPW Director.

   Your request is granted and records responsive to this request are enclosed.

4. Any written agreement, acknowledgement, or policy regarding preservation and production of public records stored on personal devices used for City business.

   Your request is granted and records responsive to this request are enclosed.

5. Any and all employment contracts, employment agreements, letters of employment, and any addendums or amendments thereto related to DPW Director Patrick McNally.

   Your request is granted and records responsive to this request are enclosed.

Should you need anything additional, please contact me with any questions.

Sincerely,

Kristyn Kanyak

Kristyn Kanyak, City Clerk
City of Linden

ENCLOSURE

T-Mobile

T-Mobile USA, Inc.
ATTN: Legal & Emergency Response Finance
PO BOX 84445
SEATTLE, WA 98124-5745
Tax ID: 91-1983600
Questions: leainvoicing@t-mobile.com
Link to portal

Invoice Number: L2608250343
Invoice Date: 08/25/2026
Tracking ID: 2026-0381054
Legal Order Signatory Date: 08/21/2026
Legal Order Type: Search Warrant
Case Number: 2653500108
LER Account Number: 2012599
Amount Due: $50.00

Account Number: 2012599
To: LINDEN POLICE DEPT - MI
ATTN: ACCOUNTS PAYABLE
132 BROAD ST
LINDEN, MI 48451-9126

These are optional fields for the submitter of the request.

Transaction Dept/Division/Unit:	ACCOUNTS PAYABLE
Transaction Attention To:	ACCOUNTS PAYABLE
Requesting Agent:	Joseph Orr
Agency Reference Number:	Agency Reference Number 1

Payment Terms: Due Upon Receipt

Line Item	Description	Target Identifier	Target Value	Start Date	End Date	Amount
1	Time Difference of Arrival (TDOA)	MSISDN	8xx.xxx.2398	05/11/2026	08/10/2026	$50.00
					TOTAL	**$50.00**

956,000 Search Warrant for records

Make Checks Payable To: T-Mobile USA Inc, Legal & Emergency Response Finance, PO BOX 84445, SEATTLE, WA 98124-5745
SAM Cage Code: 4KGZ6 **Unique Entity ID:** ZVW2T2CCG7V9
To view and manage invoices in T-Mobile's online portal, LRS, request access here: Link to portal

CITY OF LINDEN

EMPLOYEE HANDBOOK

ADOPTED BY LINDEN CITY COUNCIL

NOVEMBER 8, 2010

UPDATED

JULY 9, 2012

NOVEMBER 26, 2012

MARCH 10, 2014

DECEMBER 1, 2019

JUNE 28, 2021

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EMPLOYEE STATUS

A full-time employee is one who is hired as such and works a thirty five (35) hours or more week in a seven (7) consecutive day work period or a seventy (70) hours or more in fourteen (14) consecutive day work pay period. Seniority starts from date of full-time employment. A part-time employee is hired as such and is regularly scheduled to work 30 hours or less per week or called to work on an "as needed" basis. An employee hired for seasonal employment shall be considered a temporary employee regardless of the number of hours worked.

JOB DESCRIPTION

If available, the City will provide the employee with a copy of their job description. If the job description is altered, amended, or changed the City will provide the affected employees the revised job description.

PAYROLL AND PAYDAYS

The City of Linden has adopted a bi-weekly pay period. The normal payday has been established as the Wednesday following the end of the pay period. If an employee desires additional payroll deductions from his/her paycheck in order to allow for participation in a labor union, savings plan, etc., such request shall be made in writing to the City Clerk's office. In the event a holiday interferes with distribution of paychecks on the scheduled date, every effort will be made to effect distribution on the workday prior to the holiday.

PREMIUM PAY

For all City employees working a regularly scheduled work week of thirty five (35) hours or more, premium pay shall be paid for all hours worked in excess of forty (40) hours in a seven consecutive day work week commencing on Saturday and ending on the subsequent Friday at 1 ½ times the regular hourly rate. For Police Department/Law Enforcement employees, premium pay shall be paid for all hours worked in excess of 80 hours in a 14 day consecutive day pay period commencing on Saturday week one and ending on the second subsequent Friday week two, at 1 ½ times the hourly rate.

All hours worked on Sunday shall be paid at 1½ times the hourly rate with the exception of employees whose regularly scheduled work week may include Sunday as a regularly scheduled day. All hours worked on days that are designated as paid holidays in this handbook shall be paid at 1 ½ times the regular hourly rate in addition to holiday pay.
Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. All overtime work performed must receive the Department Supervisor prior authorization.

RELIEF TIME PROCEDURE

The City of Linden recognizes the relief time to be 15 minutes in the morning and 15 minutes in the afternoon. Relief time may be taken after the first hour of work and before the last hour worked in any period between the starting time and quitting time.

PROBATIONARY PERIOD

The first three months of employment will be considered a probationary period for both the employee and the City. This period should be utilized by the employee to evaluate the job and the work environment and will be utilized by the City to evaluate the employee's skills and performance. Additionally, during this period, the employee has the right to terminate employment and compensation with or without cause and with or without notice, at any time, and the City retains the same right. If upon completion of the three-month probationary period, the City determines that additional time is needed for evaluation purposes, the City, at its discretion, may extend the -probationary period for a period not to exceed an additional three months. A performance evaluation shall be completed upon the completion of the probationary period and any extensions thereof. Once the probationary period is successfully completed then all benefits start.

PERFORMANCE EVALUATIONS

Upon completion of a new employee's probationary period, the new employee's department supervisor shall complete a performance evaluation. Additionally, each full-time employee shall receive an annual performance evaluation by the employee's department supervisor. The annual performance evaluations shall be completed as part of the budget preparation process (March-April) of each year. At the end of an employee's probationary period, the employee will become eligible for wage increases based on the recommendation from Department Supervisor and/or the City Manager.

ATTENDANCE

All scheduled absences from work must be approved by department supervisors and/or the City Manager. Unscheduled absences (due to illness) must be reported to the department supervisor within one hour of the normally scheduled start time of the employee's work day. Any absences during work hours must be approved by the department supervisor.

EMPLOYEE TERMINATION AND RESIGNATION

An employee may be terminated for misconduct, including, but not limited to: poor performance, dishonesty, providing false information during the employment process, fighting, insubordination, absenteeism, health and safety concerns and policy infractions. This list is intended as an example only and is not intended to indicate all those acts that could lead to employee discipline or termination. If an employee decides to voluntarily leave the City, they shall provide two weeks' written notice of intention to resign. Failure to provide such notice will result in ineligibility for re-hire. Walking off the job or absence for more than 3 days without a report to the City with the reason for the absence will constitute a voluntary resignation. In a voluntary separation situation, City management would like to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about the City.

RETURN OF CITY PROPERTY

Any City property issued to employees, such as computer equipment, clothing, safety equipment, keys, or company credit card, shall be returned to the City at the time of termination. Employees shall be responsible for any lost or damaged or items not returned.

SAFETY AND ACCIDENT PREVENTION

The City will comply with all state and federal regulations related to workplace safety. Any incidents involving injury to either people or property shall be reported immediately to the department supervisor and the City Manager.

UNIFORMS AND EQUIPMENT

The City will provide protective clothing, and other equipment necessary to perform the required duties for the Police and Public Works personnel. Uniforms worn by police officers will be cleaned at the rate of 3 uniforms per week. It is the responsibility of the employee to keep clothing clean and in good repair. Additionally, the City will provide city administrative staff with two (2) City logo apparel per fiscal year.

WATER CERTIFICATION AND ON CALL PAY

Department of Public Works employees receive $100.00 per week when on-call, and receive a $2,500 Stipend per year for maintaining Water Certification of S-2 / D-2

CELLPHONE

The City of Linden will provide a monthly cellphone stipend of forty dollars per month to the Fire Chief, DPW Director, Water Treatment Plant Operator, Clerk, and Treasurer.

POLICE OFFICERS ASSOCIATION AGREEMENT

The agreement between the City of Linden and the Linden Police Officers Association supersedes any conflicts with the City of Linden Employee's Handbook.

VACATION TIME

A new employee shall not be entitled to any vacation time until the employee has completed their probationary period as a full-time employee. Upon completion of probationary period said employee shall be credited with vacation time as outlined below. An employee must pass the anniversary date of hire to qualify for additional vacation time. Vacation time shall be considered as time worked.

Vacation accrual schedule

1 week vacation (40 hours)	-	After completion of 90-day probationary period
2 weeks vacation (80 hours)	-	After completion of first year of service
3 weeks vacation (120 hours)	-	4 years of service
4 weeks vacation (160 hours)	-	7 years of service

An employee shall be allowed to carry-over a maximum of 60 hours earned from one year to the next. Employees in positions of financial trust, including but not limited to the City Treasurer and Deputy Treasurer, are required to utilize all vacation hours except the allowed 60 hours that may be carried over. If the employee has completed one year of service and receives 40 hours vacation, that employee is required to utilize all vacation hours during that year. The financial duties of that employee will be performed by other qualified employees during that absence.

Vacation leave will be proportionally reduced at the employees next anniversary date for the

amount of time the employee was on unpaid Family Medical Leave and/or disability after all vacation and sick time has been used.

The employee will be paid 100% of unused vacation hours on the City's payroll records when employment ends.

SICK LEAVE

All full-time employees shall accumulate sick leave at the rate of 8 hours per month for each month worked. Vacation time and paid sick leave will be considered as time worked. Time periods of less than 1 month shall be pro-rated at the rate of 2 hours sick leave for each 5 days worked or part thereof. Employees will not accumulate sick leave after all vacation and sick leave is used and the employee is on disability (maximum 180 days) and/or unpaid Family Medical Leave.

Employees will be allowed to accumulate a maximum of 200 hours of sick leave. The City will buy back, at the employees request in the first pay period ending in December of each year, unused sick leave in excess of 80 hours at 100% of the employee's base hourly rate. It will be the employee's responsibility not to exceed a balance of 200 sick leave hours.

Upon leaving the City due to death or retirement, the employee or his/her family shall be paid for his/her accumulated hours at their base rate of pay. If an employee terminated his/her employment for other reasons or employment is terminated by the employer, they shall be paid for one-half of their accumulation. .

In case of illness, the employee shall cause the facts to be known to the employee's Department Supervisor within one hour of the scheduled start of the employee's shift. Sick leave may be used to provide care for a sick family member. An employee, upon returning to work after an absence which is chargeable to sick leave benefits, may be required to file with the Manager a physician's statement supporting such absence and/or the employee's ability to return to work.

Up to four days of accumulated sick leave per calendar year may be used as personal days, upon approval of the employee's immediate supervisor.

PAID PARENTAL LEAVE All full-time employees will receive two weeks of paid parental leave upon completion of 90-day their probationary period. Parental leave is intended for the birth of a child, or placement of a child with you for adoption. Employee must provide thirty days' notice to his/her Department Head as to their intent to use Parental Paid Leave Time.

HOLIDAY LEAVE

All full-time employees will receive paid holidays as follows:

New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve Day.

Holiday pay will be distributed to make an employee's regularly scheduled work week whole. Employees will not receive additional pay above their regularly scheduled work week except police officers if holiday falls on a regularly scheduled day off.

In the event the holiday falls on a Saturday, employees will be given the previous work day off. In the event the holiday falls on a Sunday, employees will be given the following work day off.

Employees will not be paid holiday pay after all vacation and sick leave is used and employee is on unpaid Family Medical Leave.

BEREAVEMENT LEAVE

A full-time employee shall be entitled to five (5) days of Bereavement Leave upon the death of a spouse, son, daughter, stepson, or stepdaughter.
A full-time employee shall be entitled to three (3) days of Bereavement Leave upon the death of a parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandchild, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law or in whose home the employee lives. Provided they attend the funeral. Bereavement leave may be granted for other relatives or acquaintances upon approval of the Department Head or City Manager.

JURY DUTY LEAVE

All full-time employees while on jury duty will receive their normal hourly rate for each day they were scheduled to work.

ELECTION DAY

We encourage you to exercise your voting privileges in local, state and federal elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. If it should be necessary, you may take up to two hours from work to vote in a governmental election or referendum. You will be expected to notify your department head at least one week in advance.

NATIONAL GUARD OR ACTIVE RESERVE SUMMER DUTY

All full-time employees will receive normal pay for the days during which the employee is on active duty status. For an employee to be eligible for this pay, official military orders must be submitted to the City Manager prior to the first day of active duty. This pay for military service shall not exceed the equivalent of two weeks of normal pay per calendar year.

If active duty exceeds two weeks in a calendar year, the employee will not receive their normal pay and will not be required to utilize sick or vacation hours.

HEALTH INSURANCE

All full-time employees (and the employee's spouse and other dependents) are eligible to be covered by a health insurance program provided by the City upon completion of their probation period. The health insurance plan will include a prescription program. The health insurance plan

will be fully paid by the City if an employee was hired prior to January 1, 2011. All full-time employees hired after January 1, 2011 will be required to contribute twenty (20%) toward the City provided health insurance plan.

WAIVER OF HEALTH INSURANCE COVERAGE

Each City employee requesting a waiver of health insurance coverage shall provide proof of alternative medical coverage. The employee shall also sign a document waiving the City's health insurance coverage. Employees who have formally waived the City's health insurance coverage shall receive one-half of the City's portion of the premium or $500.00 per month, whichever is less to be included in the first pay of each month.

In the event an employee who has waived City health insurance coverage loses the alternative health insurance coverage, the City will reimburse the employee, upon submittal of receipts, for the cost of purchasing health insurance until the employee can be added to the City's health insurance program. The reimbursement shall not exceed the amount the City would pay to provide the employee with health insurance coverage under the City's health insurance program.

RETIREES HEALTH INSURANCE

The City will fully pay for health insurance for qualified retired City employees for participation in the City's health insurance plan. All full time employees hired after January 1, 2011 will not receive retiree health insurance provided by the City. If the employee is married at the time of retirement, coverage will be provided for the spouse of the retired employee. However, the City will NOT provide health insurance for a spouse who marries the retired employee after the date of retirement. To qualify for retiree health insurance benefits, the employee must retire at or after age fifty five (55) with at least twenty five (25) years of service as a full-time employee of the City/Village or the employee must retire at or after age sixty (60) with at least twenty (20) years of service as a full-time employee of the City/Village.

When a retiree and/or the retired employee's spouse become eligible for Medicare the City will replace the health insurance plan with Medicare supplemental coverage and will include a prescription program. The retiree and/or retired employee's spouse will enroll in Medicare parts A & B at least one (1) month prior to becoming eligible for Medicare benefits (currently 65 years of age). The retired employee's spouse shall be entitled to remain on the City's health insurance program beyond the death of the employee until such time as the spouse is covered by another health insurance program.

An employee's spouse is eligible for retiree health care coverage if the employee was eligible for normal retirement at death. No health care coverage is provided beyond what is provided for in the handbook section, Maintenance of Benefits while on Family and Medical Leave or Disability, unless member is eligible for normal retirement at the time of disability.

DENTAL

All full time employees shall be provided with an option to participate in a dental insurance program with the City. The program shall be paid through a cost sharing structure with the employee responsible for fifty percent (50%) of the premium.

RETIREE DENTAL

An employee who qualifies for retiree health insurance benefits paid by the City may, at the retiree's option and cost, obtain coverage on the City's dental program. If a retired employee purchases dental coverage, the retired employee shall pay to the City of Linden 2 months premium at the time of signing for the benefit and the monthly premium on or before the first day of the month following the initial sign up.

LONGEVITY AWARD PROGRAM

All full-time employees will be given an annual lump-sum amount in the pay period which includes their employment anniversary date as follows:

5 -9 years consecutive service:	Annual $200.00 award
10-14 years consecutive service:	Annual $300.00 award
15-19 years consecutive service:	Annual $400.00 award
20-24 years consecutive service:	Annual $500.00 award
25-and over years consecutive service:	Annual $600.00 award

401 QUALIFIED DEFINED CONTRIBUTION PENSION PLAN FOR EMPLOYEES HIRED PRIOR TO JAUNARY 1, 2011

The City of Linden will provide all full-time employees hired prior to January 1, 2011 with a 401 qualified defined contribution pension plan. The City shall contribute 8% of the employee's gross wage, including overtime, bonuses, and adjustments, on a monthly basis. The City will provide eligible employees with a plan document..

457 DEFERRED COMPENSATION PLAN AND ROTH IRA

The City of Linden will provide all full-time and part-time employees regularly scheduled 15 hours or more (excluding seasonal and on call) with a 457 deferred compensation plan which includes the option of Roth deferral contributions. Participation in the 457 deferred compensation and Roth IRA plan is voluntary. The City will provide eligible employees with a plan document.

The City of Linden will provide all full-time Department Heads including Police Chief, Department of Public Works Director, Treasurer and Clerk with a 457 qualified defined contribution pension plan and provide 8% contribution and the employee may contribute up to 8%.

The City of Linden will provide all full-time employees hired after January 1, 2011, with a 457 qualified defined contribution pension plan. The City will provide 5% contribution and the employee may contribute up to 5%. The City will provide eligible employees with a plan document.

MAINTENANCE OF BENEFITS WHILE ON FAMILY MEDICAL LEAVE OR DISABILITY

The City of Linden will continue to provide health-insurance to an employee on Family Medical Leave for 12 weeks following the use of all sick, personal, and vacation leave. Maintenance of benefits will continue until the employee has been on Family Medical Leave or been unable to work due to a disability for a period of 180 days.

The employee will maintain his employment anniversary date should the employee return to work prior to exhaustion of Family Medical Leave and/or 180days. If the employee returns to work after exhaustion of Family Medical Leave and/or 180 days, the employee will be considered a new hired employee.

WORK RULES FOR THE CITY OF LINDEN EMPLOYEES

Violating any of the following posted work rules will be sufficient grounds for disciplinary action, ranging from reprimand to immediate discharge.

1. Falsification of personnel or other records.

2. Absence without reasonable cause.

3. Reporting late to work.

4. Absence of three working days without properly notifying management.

5. Possession of weapons during the regular scheduled work day, unless authorized.

6. Refusal to obey orders of immediate supervisor, or in the absence of the supervisor the City Manager.

7. Refusal or failure to do job assignment. (Do the work assigned to you and follow instructions. Any complaint may be taken up later through the regular channels.)

8. Violation of the Workplace Harassment policy.

9. Horseplay or scuffling or throwing things, causing injury to another employee.

10. Wasting time or loitering in rest rooms or in any City property during working hours.

11. Leaving the City during working hours without permission.

12. Threatening, intimidating, coercing, or interfering with employees or superiors at any time.

13. Gambling, lottery or any other game of chance during working hours.

14. Abuse, misuse or deliberate destruction of City property, tools or equipment.

15. Abusive language to any employee or supervisor.

16. Fighting during scheduled work days.

17. Theft or misappropriation by employees of City property or assets.

18. Possession of, or drinking of liquor or any alcoholic beverage on City property at any time during scheduled working days. Reporting to work under the influence of alcohol, when

suffering from alcoholic hangover or in an unsafe condition.

19. Sabotage.

20. Disregard of safety rules or common safety practices.

21. Posting or removal of notices, signs, or writing in any form on City bulletin boards or City property at any time without specific authority.

22. Repeated violation of posted work or safety rules.

23. Use, possession, distribution, sale or offering for sale of narcotics or dangerous drugs; including marijuana or any hallucinogenic agents, on City property at any time. Reporting to work under the influence of narcotics or dangerous drugs.

24. For-profit solicitations are prohibited in the confines of City employment. However, soliciting for non-profit groups such as scouting, school activities, blood drives, Cops for Kids and similar groups are permitted with approval from the City Manager. Approval can be in writing or verbal. Department supervisors may place limitations as to the actual solicitation in their workplace.

DISCIPLINE

The City of Linden agrees it shall discipline employees only for just cause. Discipline shall include and cover warnings, reprimands, suspensions up to and including discharge.

The City of Linden adheres to a philosophy and policy of progressive discipline with a primary purpose of the discipline being corrective in nature.

The City of Linden agrees to post its work rules and all changes it makes in its work rules and to provide copies of the work rules and any changes to its employees.

Any discipline imposed by the City of Linden will be through its designated representative who will so advise the employee.

DISCIPLINE APPEAL PROCEDURE

Any employee aggrieved by the discipline, as described in the City of Linden personnel policies, that is imposed upon him or her by the City of Linden may appeal the imposed discipline.

APPEAL TO THE CITY MANAGER - PROCEDURE "A"

Any employee may appeal the discipline imposed by the City of Linden through its designated supervisors (other than the City Manager), to the City Manager according to the following rules and regulations.

1. Such appeal shall be in writing and filed in the office of the City Clerk within ten days after the discipline.

2. A notice of appeal shall be served by the City Clerk within ten days upon the City

Manager.

3. The City Manager shall set the time and place for the hearing within thirty days.

4. The City Clerk shall notify the aggrieved employee and the supervisor in writing of the time and place of such hearing.

5. The City Manager shall render a decision within ten days after the hearing and shall notify the aggrieved employee and the supervisor in writing.

6. If the aggrieved employee does not agree with the decision of the City Manager, he or she may appeal to the City Council hearing committee according to the rules and regulations of APPEAL TO THE CITY COUNCIL - PROCEDURE "B".

7. Any case of discharge must be presented to the entire City Council in accordance with the Open Meetings Act, (P.A. 267 of 1976, Sec 7 and 8) and approved by a majority vote of the City Council.

APPEAL TO THE CITY COUNCIL - PROCEDURE "B"

The following employees shall use this appeal procedure:

A) Any employee disciplined by the City Manager
B) Any employee appealing the decision of the City Manager from Procedure "A"

The employee shall have the right to appeal according to the following rules and regulations:

1. Such appeal shall be in writing and filed in the office of the City Clerk within ten days after the discipline or the City Manager's decision in Procedure "A".

2. A notice of such appeal shall be served within ten days upon the Mayor.

3. The Mayor shall set the time and place for the hearing within thirty days.

4. The hearing committee shall be composed of the Mayor and two other Councilors which shall be appointed by a majority of the Council at the next regular City Council meeting.

5. The hearing may be open or closed in compliance with P.A. 267 of 1976, Sec. 7 and 8.

6. The City Clerk shall notify the aggrieved employee, the supervisor, and the City Manager, in writing of the time and place of such hearing.

7. The hearing committee shall render its decision within ten days after the hearing and shall notify the aggrieved employee, the supervisor, and the City Manager in writing.

8. The decision of the hearing committee shall be final, except in the case of a discharge, which shall be presented to the entire City Council in accordance with P.A. 267, of 1976 Sec. 7 and 8, and must be approved by a majority vote of the City Council.

FAMILY AND MEDICAL LEAVE

POLICY STATEMENT

As provided by the 1993 Family and Medical Leave Act (FMLA), all eligible employees shall be entitled to take up to twelve weeks of job-protected leave during any twelve month period for specified family and medical reasons. The purpose of this Policy and Procedure is to establish policy and guidelines for employee use of family or medical leave.

FMLA is a specific benefit created by Federal legislation. The following provisions shall apply to any employee request made pursuant to the Act. The policies relating to regular leave benefits provided by the City remain in effect except insofar as they are addressed herein to comply with the provisions of the FMLA.

COVERED FAMILY AND MEDICAL REASONS

An eligible employee shall be entitled to twelve weeks of leave during a twelve month period for one or more of the following reasons:

1. The birth or placement of a son or daughter for adoption or foster care. Child care leave must be concluded within twelve months from the date of the birth, adoption or foster-care placement.

2. To care for an immediate family member (spouse, child, sibling, or parent) with a serious health condition.

3. To take medical leave when the employee is unable to perform the function of their position because of a serious health condition.

A serious health condition shall be defined as an illness, injury, impairment, or physical or mental condition involving inpatient care or continuing treatment by a health provider.

Eligibility for Family and Medical Leave terminates when employee becomes gainfully employed for anyone other than the City of Linden during leave period.

Employees with questions about whether specific illnesses are covered under this policy, the City's sick leave policy are encouraged to contact the City Administrative Office.

EMPLOYEE ELIGIBILITY

An employee shall be entitled to family and medical leave when the employee has been employed for at least twelve months and have worked at least 1,250 hours in the year proceeding the date the employee seeks to start the leave.

CALCULATION OF LEAVE

Eligible employees can use up to twelve weeks of leave during any twelve month period. The City will use a rolling twelve month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from the twelve weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee has taken five weeks of leave in the past twelve months, the employee could take an additional

seven weeks under this policy.

USE OF PAID AND UNPAID LEAVE

An employee using FMLA will first use all paid sick, personal, and vacation leave, in that order and then will be eligible for unpaid leave for the remainder of the twelve weeks of leave.

MAINTENANCE OF BENEFITS

Time taken under the Family or Medical Leave Act that is paid through the use of an employee's sick, personal and vacation time, will be treated according to the provisions guiding the use and acquisition of sick, personal or vacation time.

Once an employee has used all applicable and available sick, personal and vacation time, and wishes to remain on family or medical leave, it shall be considered unpaid leave. Employees are entitled to maintain health, coverage while on unpaid FMLA leave on the same basis as if they had continued to work at the City. To maintain uninterrupted coverage, the employee will have to continue to pay their share of any insurance premium payments that is normally paid by the employee through payroll deductions. These payments shall be made either in person or by mail to the Treasurer's office by the 1st day of each month. If the employee's payment is more than thirty days overdue, their coverage will lapse. Lapsed coverage will not be restored until the employee returns to work.

If the employee informs the City that they do not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health, life and disability insurance, if any during the leave period. If the employee fails to reimburse the City, the City will recover the payments at the end of the leave period in a manner consistent with the law.

During unpaid leave period's sick hours will not accrue and holiday hours will not be paid. Vacation leave will be proportionally reduced at the employees next anniversary date for the amount of time the employee was on unpaid leave. Employees will accrue all other benefits while on an unpaid leave status.

JOB RESTORATION

An employee who utilizes family or medical leave under this policy will be restored to the same job or equivalent job with equivalent pay, benefits and other employment terms.

INTERMITTENT LEAVE AND REDUCED WORK SCHEDULES

In certain cases, intermittent use of the twelve weeks of Family or Medical Leave as part of a reduced work week may be allowed by the City. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to discuss and gain approval for such use from the employee's Department Supervisor and the City Manager.

Employees may also use Family or Medical Leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on pre-planned and pre-scheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the City's operations. This provision is subject

to approval from the Health Care Provider, Department Supervisor, and City Manager.

REQUEST OF LEAVE PROCEDURE

All employees requesting leave under this policy must complete the Family/Medical Leave form available from the City Administrative Office.

When an employee plans to take leave under this policy, the employee must give the City thirty days notice. If it is not possible to give thirty days notice, the employee must give as much notice as possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruption of the City's operations.

While on leave, employees are required to report at least once every thirty days to the City regarding the status of the medical condition and their intent to return to work.

PROCEDURE FOR NOTICE AND CERTIFICATION OF SERIOUS HEALTH CONDITION

The City shall require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employee's or immediate family member's serious health condition by a qualified health care provider. Failure to provide certification may result in denial of FMLA leave.

The employee shall provide notification of the need to use Family or Medical Leave and Certification of Health Care Provider on forms provided by the City.

The City may ask for a second opinion. The City will pay for the employee to get a certification from a second health care provider, which the City will select. However, the second health care provider may not be employed on a regular basis by the City. If there is a conflict between the original certification and the second opinion, the City may require the opinion of a third health cart provider. The City and the employee will jointly select the third health care provider, and the City will pay for the opinion. The third opinion will be considered final.

WORKPLACE HARASSMENT

It is the City of Linden's policy that all employees have a right to work in an environment free of discrimination. This includes freedom from harassment whether that harassment is based on sex, age, race, national origin, religion, sexual orientation, height, weight, disability, marital status, or membership in other protected groups. In conformance with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act, 1990, the City prohibits harassment of its employees in any form, including sexual harassment.

Specifically, no supervisor nor employee may threaten or insinuate, either explicitly or implicitly that any employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

The City also prohibits any supervisor or employee from harassing conduct in the workplace, whether physical or verbal. This includes: slurs, jokes or degrading comments concerning sex, age, race, national origin, religion, sexual orientation, height, weight, disability, marital status, or membership in other protected groups; repeated offensive sexual flirtation, advances or propositions; continual or repeated abuse of a sexual nature; graphic verbal comments about an

individual's body and the display in the workplace of sexually suggestive objects or pictures.

In addition to the more recognizable forms of harassment, the City prohibits any supervisor or employee from creating a "hostile environment" which a reasonable person would consider as being harassment. Actions which may be considered as creating a hostile environment may include but is not limited to: unwanted physical contact, gestures, off-color jokes, inappropriate pictures, demeaning comments, terms of endearment or alienation, compliments, etc.

Such conduct may result in disciplinary action up to an including termination of employment of the employee who harasses another.

Employees who have complaints of harassment should report such conduct immediately to their supervisor and/or the City Manager. All complaints will be considered confidential and treated with the utmost discretion to protect the rights of the complainant and the accused. Upon receipt of a complaint, the supervisor or City Manager shall conduct an investigation to confirm or dismiss the allegations, and take such appropriate steps as necessary to rectify the situation.

Upon receipt of a harassment complaint, the supervisor shall notify the City Manager immediately. The City Manager shall then contact the City Attorney for legal assistance and guidance.

In conducting an investigation of harassment the investigator shall use the following guidelines:

1. Interview the employee to obtain the details of the conduct. When conducting the interview, two members of management should be present. Ideally, one representative will be a member of the protected group alleging harassment, i.e., if the person filing the complaint is female, a female management representative should be present during the interview.
2. Determine the frequency of the harassing conduct.
3. Determine the dates of occurrence.
4. Determine the circumstances of each occurrence.
5. Determine the context of each occurrence (e.g., at work, on a break, off duty, etc.)
6. Determine what was the effect on the employee who is complaining (e.g., economic, psychological, and so on.)
7. Determine if there are other persons who are not members of the protected group subject to the same conduct.
8. Determine the relationship of the individual accused of harassment to the complaining employee (e.g., supervisor, co-worker, etc.)
9. Determine if the employee's supervisor knew of the harassment.
10. Determine if the employee's supervisor should have known of the harassment.
11. Determine if the employee has made any previous complaints about the harassment, if so to whom, when, details, previous corrective actions taken, etc.
12. Review the personnel files of the employee and the person accused of the harassment for any evidence supporting or refuting the claim.
13. Obtain a written statement from the complainant detailing the complaint and harassment as much as possible.
14. Determine if there were any witnesses to the harassment.
15. Interview the witnesses to corroborate the complaint. (Two members of management should be present.)

16. Interview the person accused of harassment. (Two members of management should be present.)
17. Obtain a written statement from the accused detailing their version of the complaint and harassment as much as possible.
18. If unlawful harassment occurred, take immediate steps to remedy the situation.
19. Document all phases of the investigation.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

CITY OF LINDEN

I acknowledge that I have received a copy of the City of Linden Employee Handbook adopted by the City Council on July 9, 2012, November 26, 2012, March 10, 2014, December 1, 2019 and June 28, 2021. I understand that I will comply with the rules stated in the employee handbook.

_____
Signature

_____
Print Name

_____
Date

CONDITIONAL OFFER OF EMPLOYMENT

I. PURPOSE

The purpose of this agreement is to confirm the extension to you, the applicant, of a conditional offer of employment. You must meet the below listed terms and conditions before being hired by the City of Linden. A final offer of employment will be extended to you only after you have satisfied all the requirements established by the City. Please note that you should not rely on the conditional offer in making any economic decisions for yourself or your family. Some candidates do not pass one of the final selection steps; it is possible, therefore, that conditional offers of employment could be withdrawn. Once a confirmed offer of employment is extended, specific starting dates can be discussed. All entering applicants for the listed position Director of Public Works are required to successfully comply with these same conditions.

II. PARTIES

This agreement between City of Linden and

Patrick McNally

III. TERMS

An applicant must meet the following terms and conditions:

A. Comply with the minimum employment standards as established in the Job Description of the City of Linden.

B. Be able to perform the essential functions of the above position.[1]

C. Any additional requirements specified by the City of Linden, which may include:

X Background Check
___ Psychological test(s)
X Physical Examination
X Drug screening
___Other (Specify) _____

The City will make accommodations to disabled applicants and employees where the accommodation does not impose an undue hardship on the City, and where the applicant/employee does not constitute a direct threat to the health or safety of themselves or others.

Under Michigan law, disabled employees and applicants may request an accommodation of their disability by notifying the City in writing of the need for accommodation within 182 days of the date the disabled individual knows or should know that an accommodation is needed. Failure to properly notify the City may preclude any claim that the employer failed to accommodate the disabled individual.

[redacted] 6-23-26

Signature Date

DOB: [redacted]

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

CITY OF LINDEN

I acknowledge that I have received a copy of the City of Linden Employee Handbook adopted by the City Council on July 9, 2012, November 26, 2012, March 10, 2014, December 1, 2019 and June 28, 2021. I understand that I will comply with the rules stated in the employee handbook.

Signature

Patrick D. McNally

Print Name

6/23/2026

Date

REGARDING FOIA RESPONSE DATED OCTOBER 2, 2026

P. Mae Vernon [redacted] Linden, MI 48451 [redacted]

Date: October 2, 2026

Kristyn Kanyak, City Clerk City of Linden 132 E. Broad Street P.O. Box 507 Linden, MI 48451

Dear Ms. Kanyak:

I am writing in follow-up to your FOIA response dated October 2, 2026, which stated that all five of my requests were "granted" with responsive records "enclosed." After reviewing the records provided, I have identified significant gaps between what was requested and what was produced. To the extent that responsive records exist but were not provided, this letter constitutes a written APPEAL under MCL 15.240 of a partial denial of my request. To the extent that no additional responsive records exist, I ask that you confirm that fact in writing for each item below.

1. Request No. 2: Records Authorizing DPW Director to Use a Personal Cell Phone for City Business

I requested "any and all records authorizing the DPW Director to use a personal cell phone for City business in lieu of a city-issued phone, including City Council minutes, City Manager Authorization, administrative memo, and/or employment agreement provision."

The only record provided was the Employee Handbook, which contains a one-line "Cellphone" section providing a $40 per month stipend to certain positions. No Council minutes, City Manager authorization, administrative memo, or employment agreement provision was produced.

Please confirm in writing whether:

1. Additional responsive records exist (Council authorization, administrative directive, or written policy specifically authorizing the use of personal cell phones for City business) and will be produced; or

2. No such records exist, and the Employee Handbook stipend provision is the sole written authorization for the DPW Director's use of a personal cell phone for City business.

2. Request No. 4: Records Preservation Policy for Personal Devices

I requested "any written agreement, acknowledgement, or policy regarding preservation and production of public records stored on personal devices used for City business."

No records were provided in response to this request. Your response letter stated this request was "granted" with records "enclosed," but no document responsive to this request was included.

Please confirm in writing whether:

1. A responsive record exists and will be produced; or

2. The City of Linden has no written agreement, acknowledgment, or policy governing the preservation and production of public records stored on personal devices used for City business.

3. Request No. 5: Employment Contracts and Agreements for DPW Director Patrick McNally

I requested "any and all employment contracts, employment agreements, letters of employment, and any addendums or amendments thereto related to DPW Director Patrick McNally."

The records provided were: (i) a Conditional Offer of Employment dated June 23, 2026, and (ii) an Acknowledgment of Receipt of Employee Handbook signed June 23, 2026. Neither of these documents is an employment contract or employment agreement. The Conditional Offer of Employment is a pre-hire document that expressly states the applicant "should not rely on the conditional offer in making any economic decisions." It contains no terms of employment:

no salary, no job duties, no term of appointment, no performance standards, and no conditions of continued employment.

Please confirm in writing whether:

1. An employment contract, employment agreement, letter of employment, or any addendum or amendment exists for DPW Director Patrick McNally and will be produced; or

2. No employment contract, employment agreement, or letter of employment exists for DPW Director Patrick McNally, and the Conditional Offer of Employment and Employee Handbook Acknowledgment are the only documents that exist relating to the terms of his employment with the City of Linden.

Response Requested

For any item where additional responsive records exist, I request that those records be produced promptly.

For any item where no responsive records exist, I request written confirmation of that fact. A response stating that records are “not found” or “do not exist” is sufficient for this purpose.

To the extent that any portion of this letter constitutes an appeal under MCL 15.240, I note that the head of the public body is required to respond within 10 business days of receipt. I respectfully request that the City’s response address each of the three items above individually.

I appreciate your continued assistance.

Sincerely,

P. Mae Vernon [redacted] Linden, MI 48451

132 E. Broad Street • Linden, MI 48451 • P.O. Box 507
Phone: (810) 735-7980 • Fax: (810) 735-4793

October 20, 2026

P. Mae Vernon
[redacted]
Linden, MI 48451

Dear Mrs. Vernon,

This supplemental response is being issued to address your original request received on September 28, 2026, as well as your submission received October 2, 2026, by the City of Linden for records and information under the Freedom of Information Act (FOIA), MCL 15.231 et seq. Pertaining to:

2. Any and all records authorizing the DPW Director to use a personal cell phone for City business in lieu of a city-issued phone, including City Council minutes, City Manager Authorization, administrative memo, and/or employment agreement provision.

   Your request is granted in part and denied in part. Records responsive to this request were provided. Your request is denied in part because public records do not exist under the descriptions you have given or other names reasonably known to the City and the City's not required to create a new public record or to make a compilation, summary or report of information, MCL 15.233.

3. The City of Linden's current cell phone, BYOD (Bring Your Own Device), and/or telecom stipend/reimbursement policy applicable to department directors, including the DPW Director.

   Your request is granted in part and denied in part. Records responsive to this request were provided. Your request is denied in part because public records do not exist under the descriptions you have given or other names reasonably known to the City and the City's not required to create a new public record or to make a compilation, summary or report of information, MCL 15.233.

4. Any written agreement, acknowledgement, or policy regarding preservation and production of public records stored on personal devices used for City business.

   Your request is granted in part and denied in part. Records responsive to this request were provided. Your request is denied in part because public records do not exist under the descriptions you have given or other names reasonably known to the City and the City's not

required to create a new public record or to make a compilation, summary or report of information, MCL 15.233.

5. Any and all employment contracts, employment agreements, letters of employment, and any addendums or amendments thereto related to DPW Director Patrick McNally.

   Your request is granted in part and denied in part. Records responsive to this request were provided. Your request is denied in part because public records do not exist under the descriptions you have given or other names reasonably known to the City and the City's not required to create a new public record or to make a compilation, summary or report of information, MCL 15.233.

For any part of your request that has been denied, you have the right to submit to the City Council, care of this office, a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial, or, you have the right to seek judicial review of the denial under Section 10 of the Michigan Freedom of Information Act, MCL 15.240. If, after a judicial review, the Circuit Court determines that the City has not complied with MCL 15.235, and orders disclosure of all or a portion of a public record, you have a right to receive attorneys' fees and damages as provided in MCL 15.240. Should you need anything additional, please contact me with any questions.

Should you need anything additional, please contact me with any questions.

Sincerely,

Kristyn Kanyak

Kristyn Kanyak, City Clerk
City of Linden

CITY OF LINDEN

PUBLIC COMMENT CARD

Per Council Rules and Procedures, as amended.

PLEASE PRINT CLEARLY

Name or Group/Organization Name: Tudy Preston	Date of Meeting:
Street Address including City, State, ZIP Code:	
Email Address (in case we need to contact you):	Phone Number (in case we need to contact you):
☐ General Comment (requiring no response)	☐ Question (requiring response)

Description of comment or question:

Invoice Splitting / Way to inter-fund Accounting OR Cost Allocation audio / Projector / Tractor

Upon completion, please submit to the City Clerk.

Any person wishing to address the City Council will get 3 minutes. Individuals wishing to speak will be called upon utilizing the completed Public Comment Cards. Remarks should be addressed to the presiding officer and is not time for debate, but for comments or questions for Council and/or Staff to answer or research. Questions will be answered during the meeting if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within one week or 7 business days, or when the information becomes available. No person shall have the right to speak more than once on any particular subject until all persons wishing to be heard on that subject have the opportunity to speak.

Outlook

RE: Invoice splitting/ ways to Inter-fund Accounting or Cost Allocation?????

From Ellen Glass <manager@lindenmi.us>
Date Tue 10/20/2026 6:02 PM
To Judy Preston [redacted]
Cc Kristyn Kanyak <clerk@lindenmi.us>

Good Afternoon Judy,

I hope this helps to clarify.

These were two separate projects with different purposes and funding sources, not one project divided into smaller purchases.

Cost Allocation: The Council audiovisual equipment totaled $9,518.78 and the Loose Center equipment totaled $8,547.74. The vendor provided one labor proposal that clearly separated the installation costs: $3,181.50 for the Council system and $2,763.50 for the Loose Center. The Council project is funded through PEG funds within the General Fund, and the Loose Center project is funded through the Senior Center Fund. These expenses are recorded under their respective budget accounts.

Invoicing: The two projects were developed independently by different staff members to address different needs. The vendor provided separate equipment proposals and coordinated the installation labor. Using the same vendor allowed the City to coordinate the work efficiently rather than incur unnecessary additional costs.

Purchasing Procedures: Both projects utilized the State of Michigan's MiDEAL cooperative purchasing program, which is specifically permitted under the City's purchasing ordinance and exempts qualifying purchases from separate competitive bidding requirements. The ordinance also authorizes the City Manager to delegate purchasing responsibilities to other City employees. The projects were not divided to avoid purchasing requirements. They were separate projects from the beginning, and coordinating their installation did not change that. The City's applicable purchasing approval requirements remain in effect regardless of how expenses are allocated or invoiced.

Thank you,

Ellen Glass
City Manager
City of Linden
132 E. Broad St.
P.O. Box 507
Linden, MI 48451
manager@lindenmi.us
810.735.7980

CITY OF LINDEN

PUBLIC COMMENT CARD

Per Council Rules and Procedures, as amended.

PLEASE PRINT CLEARLY

Name or Group/Organization Name: Ramona Doose	Date of Meeting: 10/13/2026
Street Address including City, State, ZIP Code: [redacted] Linden	
Email Address (in case we need to contact you):	Phone Number (in case we need to contact you): [redacted]
☐ General Comment (requiring no response)	☒ Question (requiring response)

Description of comment or question:
Bench during sections

Addressed by staff during the same meeting.

Upon completion, please submit to the City Clerk.

Any person wishing to address the City Council will get 3 minutes. Individuals wishing to speak will be called upon utilizing the completed Public Comment Cards. Remarks should be addressed to the presiding officer and is not time for debate, but for comments or questions for Council and/or Staff to answer or research. Questions will be answered during the meeting if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within one week or 7 business days, or when the information becomes available. No person shall have the right to speak more than once on any particular subject until all persons wishing to be heard on that subject have the opportunity to speak.

CITY OF LINDEN

PUBLIC COMMENT CARD

Per Council Rules and Procedures, as amended.

PLEASE PRINT CLEARLY

Name or Group/Organization Name	Date of Meeting
James Hope	10/13/2026
Street Address including City, State, ZIP Code: [redacted] Linden	
Email Address (in case we need to contact you): [redacted]	Phone Number (in case we need to contact you): [redacted]
☒ General Comment (requiring no response) ☐ Question (requiring response)	
Description of comment or question: Comments on the positive impact of the Hycroft Lane sidewalks	

Upon completion, please submit to the City Clerk.

Any person wishing to address the City Council will get 3 minutes. Individuals wishing to speak will be called upon utilizing the completed Public Comment Cards. Remarks should be addressed to the presiding officer and is not time for debate, but for comments or questions for Council and/or Staff to answer or research. Questions will be answered during the meeting if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within one week or 7 business days, or when the information becomes available. No person shall have the right to speak more than once on any particular subject until all persons wishing to be heard on that subject have the opportunity to speak.

CITY OF LINDEN

PUBLIC COMMENT CARD

Per Council Rules and Procedures, as amended.

PLEASE PRINT CLEARLY

Name or Group/Organization Name: Matt Molinek	Date of Meeting:
Street Address including City, State, ZIP Code: 311 W Broad St	
Email Address (in case we need to contact you):	Phone Number (in case we need to contact you):
☐ General Comment (requiring no response)	☐ Question (requiring response)

Description of comment or question:

old/new Firetruck

Chief Will called 10/19/26.

Upon completion, please submit to the City Clerk.

Any person wishing to address the City Council will get 3 minutes. Individuals wishing to speak will be called upon utilizing the completed Public Comment Cards. Remarks should be addressed to the presiding officer and is not time for debate, but for comments or questions for Council and/or Staff to answer or research. Questions will be answered during the meeting if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within one week or 7 business days, or when the information becomes available. No person shall have the right to speak more than once on any particular subject until all persons wishing to be heard on that subject have the opportunity to speak.

Called MATT, NO RESPONSE NEEDED

10/19/26

ZOMBIES, SCARECROWS, & MONSTERS

Linden DDA
Moving Linden Forward

OCTOBER 23RD & 24TH

EAGLES WOODEN PARK - LINDEN

Happening In Linden Presents

SCHEDULE OF EVENTS:
OCTOBER 23RD & OCTOBER 24TH

- 5:30 PM - 10 PM FOOD TRUCKS @ THE PARK
  - (TWISTED BURGER & GRAND TRAVERSE PIE COMPANY)
- 6:00 PM - 8: 00 PM TRICK-OR-TREAT TRAIL OPEN
- 6:00 PM BOUNCE HOUSES AT EAGLES WOODEN PARK
- 6:30 PM ZOMBIE WALK BEGINS*
  - ZOMBIES START GATHERING NEAR THE LIBRARY @ 5:30 PM
- 7:15 THRILLER FLASHMOB DANCE PERFORMANCE*
- 8:15 PM - 10:30 SCARE TRAIL OPEN

*ZOMBIE WALK, BOUNCE HOUSES, AND FLASH MOB ON FRIDAY ONLY; VENDORS AND OTHER ACTIVITIES IN THE PAVILION BOTH NIGHTS; AND SURPRISES AROUND EVERY TURN ON THE TRAILS. THIS EVENT IS FAMILY-FRIENDLY, BUT THE SCARE TRAIL IS NOT FOR THOSE WHO ARE EASILY SCARED.

COMMUNITY PARTNER SPONSORS

RF RACHOR FINANCIAL

VIC BOND SALES

choice one BANK

Beacon & Bridge MARKET

FRIENDS OF THE COMMUNITY

ELGA CREDIT UNION

Alpine Marketplace

therockchurch

TRICK OR TREAT TRAIL SPONSOR

COMPANION

SCAN FOR MORE INFORMATION

happeninginlinden.com

Happening In Linden
Presents

Linden DDA
Moving Linden Forward

Ladies Night Out

Ugly SWEATER EDITION







November 7th ,2026 4:30 PM - 9:00 PM

Bring your friends and family, and let's make this holiday season a bit more absurd and a lot more entertaining. We can't wait to see your terrible sweater taste. Enjoy shopping our downtown shops, plus pop-up vendors in the Masonic Temple, The Wax Building, and the Community Center. Join us for our famous tote bag giveaway at the Masonic Temple before the event, plus our Gift Basket drawings, music, and adult beverages at the H2O She Shed Sweater Bar.

choice one BANK

Beacon & Bridge MARKET

RF RACHOR FINANCIAL

VIC BOND SALES

Alpine Marketplace

She Shed Sweater Bar
105 Mill St. Linden,MI 48451

J&B

www.hilinden.com