

# CITY OF LINDEN CITY COUNCIL MEETING AGENDA

# LOCATION: LOOSE SENIOR CENTER, 707 NORTH BRIDGE STREET, LINDEN, MI 48451

Monday, August 25, 2025 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) Presentation by: Genesee County Department of Senior Services

## V. PUBLIC HEARINGS

# VI. CORRESPONDENCE

# VII. PUBLIC COMMENT

Any person wishing to address the City Council during a meeting will get 3 minutes under Public Comment. When the Public Comment is approached on the Agenda, individuals wishing to speak will be called upon utilizing the filled-out comment forms. Remarks should be addressed to the presiding officer and is not time for debate, but for questions or comments for Council and/or Staff. Questions will be answered if the information is readily available. If answers are not available during the meeting, Council or Staff will contact the individual within 48 hours and respond to the questions within 10 days or when the information becomes available.

# 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) City Council Meeting Minutes from August 11, 2025
- (B) Eagle's Wooden Park Application After Hours Park Use for Filming Request: September 2, 2025
- (C) Resolution No. 16-25 Authorization of Contract Extension Request to Genesee County CDBG Program
- (D) Financial Reports

# IX. UNFINISHED BUSINESS

(A) Linden Mill Renovation Project

# X. NEW BUSINESS

(A) Resolution No. 17-25 Loose Special License Application

# XI. MANAGER'S UPDATE

# XII. CITY ATTORNEY'S UPDATE

# XIII. DEPARTMENT REPORTS

- (A) Police Department Report
- (B) Code Enforcement Report
- (C) Fire Department Report
- (D) Department of Public Works Report
- (E) Senior Services

# XIV. COUNCIL COMMENTS & REPORTS

# XV. CLOSED SESSION

# XVI. ADJOURNMENT



# CITY OF LINDEN CITY COUNCIL MEETING

# MONDAY, AUGUST 11, 2025 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 troops overseas.

# **ROLL CALL & INTRODUCTIONS**

**City Council Present:** Mayor Elizabeth Armstrong, Mayor Pro tem Brad Dick, Pam Howd, Denise Miller, Thomas Hicks, Brenda Simons, Jerry Link

Absent: None

**Others Present:** Ellen Glass, City Manager; Don Grice, Director of Public Works; Nicole Weissenborn, Deputy Clerk

a. Excuse Absent Member(s)

None.

# SPECIAL PRESENTATIONS

None.

# PUBLIC HEARINGS

None.

# CORRESPONDENCE

None.

# PUBLIC COMMENT

Armstrong reviewed the public comment procedure.

Public comment regarding water on Rolston Road. Also commented on no access, difficulty accessing area of property, due to construction. Grice provided a response and briefly discussed with resident.

Motion by Link, second by Miller to amend the agenda to add a topic and discuss Ethics Ordinance. Motion carried 6-1. Armstrong clarified this would be Discussion Item C.

# CONSENT AGENDA

- a. City Council Meeting Minutes from July 28, 2025
- b. Application to Use Public Property: LAFF Pancake Fundraiser: October 12, 2025
- c. Application to Use Public Property: HIL Zombies, Monsters & Scarecrows: October 17-18, 2025
- d. Application to Use Public Property: HIL Ladies Night: November 8, 2025
- e. Financial Reports

Motion by Miller, second by Hicks to approve the consent agenda. Roll call. Motion carried 7-0.

AYES: Armstrong, Howd, Miller, Hicks, Dick, Simons, Link

NAYS: None ABSENT: None

# DISCUSION ITEMS

a. Revisions to Proposed Ordinance No. 421 An Ordinance Amending Chapter 90: Animals

Armstrong reviewed public comment procedure for this agenda item.

Public comment regarding chicken ownership and caring for them; shared opinion on having chickens in regards to property details; referenced a hotline comment about chickens and shared opinion on maximum acreage and number of chickens.

City Council discussed reasoning for increasing the chicken maximum; egg quantities for families; shared suggestions for the number of chickens related to acreage and coop/run size; referenced Young's review letter in regards to parcel size; case by case basis; grandfathering provisions, not possible and reason; chickens as pets consideration; permit and reasoning; HOA's rules versus city ordinance; outreach and education; and complaint-based enforcement. Dick shared another community's guidance.

There was discussion with resident regarding their number of chickens, ordinance language and square footage. Council clarified and further discussed with resident their coop and run size areas and details.

Councilors confirmed with Glass the following, in reference to Manchester's Ordinance: six chickens if under half an acre; 10 chickens if between half to one acre; maximum of 15 chickens for any property larger than one acre, with a run size equal to the minimum of 10 square feet for number of chickens kept; clarified coop size of three square feet per chicken, with structure still falling under zoning ordinance; permit and keeping setback 50 feet away from any residence, as recommended.

b. Cunningham-Limp - Mill Renovation

Ryon Barker, with Cunningham-Limp provided an introduction and provided a detailed overview of the Mill Project budget proposals and information to be provided for the next meeting. Councilors, Barker and Staff discussed the mussel study through EGLE, foundation precaution actions; cost; estimated timeline; grant funds, budget years and additional costs; clarified final design aspects; over budget and making up difference; addition details;

stabilization; and roofing. Glass clarified Cunningham-Limp's role; requested any questions from Council, as this would be brought back to the next meeting for final decision.

Councilors requested to see the items prior to the next meeting; requested cost difference for metal roof alternative, referenced \$15,000 difference. Barker explained contract aspect and evaluating and further discussed proposals and scope.

# c. Ethics Ordinance

Link shared opinion and reasoning for adding this topic; discussed previous ethics complaints; associated costs and no actions as a result of; and to gage if further discussion is needed at a future meeting.

Council members discussed the ordinance; purpose and reasoning; policy versus ordinance; costs; standards; how it came about and the vote; and application of ordinance to all city boards and commissions and what would have to be done for all if made into a policy instead.

Discussion between Howd and Glass about reason this topic wasn't being added to this agenda, topic origin and timeline. Glass discussed purpose of Council's Rules of Procedure; who it applies to; and clarified each board has their own bylaws; shared option to take topic to the September work session and discussed the purpose of work sessions and handling of agenda topics and Council's option to include topics within Council Comments.

# CITY MANAGER'S REPORT

Glass provided an update on the following items:

- · Fiscal year-end preparation
- BS&A transition
- Loose Senior Center bids received
- Lew Bender session notes

Grice provided an update on the following items:

- Lindenwood Project
- Dam Pathway Project
- West Rolston Road Project
- Safe Routes to School Project
- East Broad Street construction
- Minor repairs on multiple roads

Miller left the meeting at 8:03 p.m. Miller returned to the meeting at 8:04 p.m.

# COUNCIL COMMENTS AND REPORTS

Link commented on the ethics ordinance-related discussion this meeting.

Howd commented on advance notice on agenda topics; shared reminder of the Linden Mill Historical Society Anniversary party invitation. Commented on the Holly Dam and other area dams; Parks and Recreation Commission event details.

Simons discussed the Mott Foundation donation to LAFF Pathway; Ed Koledo's retirement from Southern Lakes Parks and Recreation (SLPR); and shared the number of ethics complaints.

Miller commented on not being at last meeting and reasoning; and each board member works hard and thanked Mayor and staff.

Hicks commented loves work session meetings.

Dick commented on the purpose of work sessions and also shared details on the last Karaoke at the Mill event.

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None.

# ADJOURNMENT

Motion by Howd, second by Hicks to adjourn the meeting. The meeting was adjourned by Mayor Armstrong at  $8:14~\rm p.m.$ 

Respectfully Submitted,	
Nicole Weissenborn, Deputy Clerk	Approved:





132 E. Broad Street P.O. Box 507 Linden, MI 48451 (810) 735-7980

# PARK RENTAL APPLICATION & AGREEMENT

The City of Linden has established a policy that requires a rental fee and deposit for use of the gazebo and park areas. After use you are required to leave the parks, gazebo and the immediate area free of damage and litter.

ABSOLUTELY NO STAPLES, TACKS, NAILS, GLUE OR ANY MATERIAL THAT MAY DAMAGE THE GAZEBO CAN BE USED!

# KIMBLE-SHARP GAZEBO & PARK

Rental Fees Half Day: \$250.00

Rental Fees Full Day: \$300.00

# **EAGLE'S WOODEN PARK PAVILION**

Rental Fees Half Day: \$150.00

Rental Fees Full Day: \$275.00

Date of R	eservation: 9/2/2	LS Pa	rk Requesting: <u>Eag</u>	les Woodentark
Name of	Responsible Party:	Nancy	Deswein/Paul	Schneider
Address:	504 E. Broad	luay,	Phone:	
City:	Linden		Zip: 48451	
Time fra	me: <u>11 a.m. to 3 p.m.</u>	or 4 p. (Circle C	m. to 8 p.m. or Full Da	1 1 1 1 5 1 m
Gazebo u	ise: NA			right time
Email:				Details of
Mailing A	Address:			Allica
II 🖸	I have received, read a	nd signed the	Rental Guidelines & Agr	reement
	DEPOSIT: \$100 Please Allow 30 Days		ime of booking) Date for Refund of Dep	oosit)
OFFICE USE ONLY				
Deposit Paid	Paid In Full	Cash	Check #	Credit Card
City Official:	Date:	_		
Date of Site Visit:	City Staff:			
Deposit Return Date:	Check	#	City Official:	

# RENTAL GUIDELINES & AGREEMENT:

- 1. Decorations are permitted; however, ABSOLUTELY NO STAPLES, TACKS, NAILS, GLUE OR ANY MATERIAL THAT MAY DAMAGE THE GAZEBO OR RISER/STEPS CAN BE USED!
- 2. There are no public restrooms available at the Kimble-Sharp Gazebo & Park.
- 3. There is an electrical source near the gazebo and at Eagle's Wooden Park Pavilion.
- 4. Non-reservable: Playscapes, restrooms, play equipment and trails.
- 5. Please note that on the first Saturday of each month there is an emergency siren test at 1:00 p.m. This siren is very loud and located in the area immediately adjacent to the gazebo. You may want to take this into consideration when planning your ceremony.
- 6. Please be aware that these are public parks and the parks are open to the public during your reservation. There may be people using the park during your event.
- 7. Public parks are closed from sunset to sunrise.
- 8. City Ordinances pertaining to controlled substances, intoxicants and disorderly conduct will be strictly enforced. No alcoholic beverages are permitted.
- 9. Rice, confetti and bird seed are not allowed in the parks.
- 10. Mobile Food and Beverage vendors attending your event must fill out a Special Event: Mobile Food and Beverage Application 15 days prior to your reservation date.
- 11. Parking and all motorized vehicles are restricted to the designated areas.
- 12. If you have rented the City facilities for a half day rental, my entire party must vacate the area at the assigned time or I will forfeit my security deposit.
- 13. The remaining facility rental fee (made payable to the City of Linden) are due within 30 days of the time of commitment.
- 14. A Security Deposit of \$100 must be paid at the time of booking the gazebo.
- 15. Security Deposits will be refunded 30-business days after your event date, provided there are no damages. If excessive cleaning is required all security deposits will be forfeited.
- 16. Any cancellations must be made two (2) weeks prior to event date. All cancellations are subject to a \$20.00 cancellation fee.
- 17. There are absolutely no refunds due to weather, power failures, mechanical failures or for any other reason beyond our control.
- 18. IF THERE ARE PROBLEMS AT THE PARKS, CALL 911.

In consideration of the City of Linden allowing me and my guests to use its equipment, facilities and services, in park designated, I agree and recognize as follows: That myself and my guest's participation is completely voluntary and I have familiarized myself with the activities in which I and my guests will be participating and any rules, regulations and procedures that are involved. I am aware that certain hazards, risks and dangers are inherent and present in the activities in which I and my guests may be participating in and in the equipment, facilities and grounds that we may be using. I acknowledge that although the City of Linden has taken measures to minimize the risk of injury to me and my guests, the City of Linden cannot and does not ensure nor guarantee that the participants, equipment, facilities, grounds, and/or activities will be free of hazards, accidents and/or injuries. I agree and recognize that my and my guest's participation in such activities and/or use of such equipment, facilities and grounds may result in injury, illness or death and I agree to assume all risks and dangers and all responsibility for any losses, damages, and injuries arising out of my own or any invited guest's participation in activities in location checked above and/or the use of any equipment, facilities, servicing and/or grounds at the parks. On behalf of myself and my guests, I agree to release, waive and discharge any and all liability against the City of Linden and their agents and employees, and to hold harmless, indemnify and defend the City of Linden and their agent, officers, officials, employees and volunteers from and against any and all claims, actions, losses, liabilities, injuries, damages, wrongful death, fee, expenses and attorney fees, which may arise out or be related to myself and my groups participation in the above described activities and/or the use of any equipment, facilities and/or grounds in park designated above in the City of Linden, whether or not caused in whole or in part by the negligence and/or gross negligence of the agents, employees, officers, officials and/or volunteers of the City of Linden.

THE ABOVE WAIVER, RELEASE AND INDEMNITY AGREEMENT HAS BEEN READ BY ME AND BY SIGNING THIS AGREEMENT I ACKOWLEDGE THAT I UNDERSTAND AND I HAVE READ THE RULES REGARDING THE PARK/GAZEBO USE, AND I AGREE TO ADHERE TO THEM AND AGREE TO BE BOUND BY ITS TERMS.

Date

Signature

# Greetings:

We are requesting use of the Eagle's Wooden Park for a partial day on the night of September 2/morning of Sep. 3, 2025 for the filming of night scenes for the independent film Delirium. We will be specifically using the wooded areas of the park from about 1am until about 5am. While this is an ultra-low budget indie, we do have a very professional crew and cast and our own liability insurance. In addition, our crew and cast contracts fully indemnify all locations. I am taking the liberty of issuing a co-named COI in advance.

The film is being directed by Linden resident, Paul Schneider, and he will be available at this meeting to answer any questions. The scenes involve a total of 4 actors in a few scenes in the woods. There are no raised voices or yelling in these scenes. The scenes are all night time scenes, so they must be shot after dark, but either way, they won't interfere with anyone else's enjoyment of the park since we are using wooded areas.

We bring in our own paper products and remove our own trash from the premises. There will be 13 crew members in addition to the 4 cast members.

It is essential to use this location because the bulk of our filming day is at Linden Coney Café and their parking lot. The parking lot scenes are also nighttime, so we will be filming there until 1am before we move the 100 yards or so to the park. While the move may vary slightly, we need a total of about 4 hours in the park. I've requested 12:30-5:30 just in case we finish in the parking lot a bit later. There is some chance we might need as much as 4 ½ or 5 hours to complete our work, but our tiny budget is already strained beyond its limits, so I hope you will be okay with the half day fee. We are filming the rest of our scenes at private residents or businesses in Linden primarily, and spending much of our budget in the community. Our locations budget is \$200 per day and we are already spending 2/3rds of our 12 hour day at the café location.

I'm personally based in Rochester, MI, but I can provide references from hundreds of locations including city/municipal and law enforcement sources. I work regularly with the Cities of Rochester, Pontiac, Lake Orion, Detroit, but have worked in pretty much every community in southeastern Michigan. Thanks for your help.

Nancy Oeswein

# CITY OF LINDEN

# **RESOLUTION NO. 16-25**

# A RESOLUTION AUTHORIZING THE CITY OF LINDEN TO SUBMIT A CONTRACT EXTENSION REQUEST TO GENESEE COUNTY COMMUNITY BLOCK GRANT (CDBG) PROJECT FUND FOR THE REMOVAL OF ARCHITECTURAL BARRIERS FOR THE CITY OF LINDEN

WHEREAS, the City of Linden, Michigan, anticipates receiving \$28,200 from the Genesee County Community Block Grant (CDBG) Program funds; and

WHEREAS, the funds must be allocated to qualifying projects within the City of Linden, pursuant to provided guidelines within a specified timeframe;

WHEREAS, the City of Linden has fulfilled all application requirements to date for the project referred to as the following:

# Removal of Architectural Barriers Project:

100% of \$28,200 of Genesee County CDBG Funds;

**WHEREAS**, it is the City of Linden's intention to utilize the maximum allowable funds allocated to this Project to better serve the community;

WHEREAS, the City of Linden has until September 30, 2025 to spend the balance of the 2024 CDBG funds, but additional time is needed to ensure all public and CDBG program-related bidding requirements are met:

**NOW, THEREFORE BE IT RESOLVED,** by the City Council of the City of Linden, Michigan as follows:

1. The City Council hereby approves and authorizes, the City Manager and/or City Clerk to submit a copy of this Resolution, requesting a contract extension for this "Project," to the Genesee County CDBG Program Fund in the amount of \$28,200, to ensure the success, execution and completion of said "Project;"

**PASSED AND APPROVED** by the City Council of the City of Linden, Michigan, this 25<sup>th</sup> day of August, 2025.

YEAS:		
NAYS:	 	
ABSENT:		

RESOLUTION DECLARED ADOPTED.	
	Elizabeth Armstrong, Mayor
ATTEST:	
Kristyn Kanyak, City Clerk	
Kristyli Kanyak, City Clerk	
<u>CERTIFIC</u>	CATION
I hereby certify that the foregoing is a true and con	mplete copy of a resolution adopted by the City
Council of the City of Linden, County of Genesee	e, and State of Michigan, at a regularly scheduled
meeting held this 25th day of August, 2025 and that	notice of said meeting was given in accordance
with the Open Meetings Act, as amended.	
	Kristyn Kanyak, City Clerk

08/20/2025 10:06 AM C

User: JEN

DB: Linden

Total of 10 Disbursements:

CHECK REGISTER FOR CITY OF LINDEN
CHECK DATE FROM 08/06/2025 - 08/20/2025

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4,482.59

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank SBSRC	LOOSE S	ENIOR CE	NTER (4822)			
08/08/2025 08/08/2025 08/08/2025 08/08/2025 08/14/2025 08/14/2025 08/14/2025 08/14/2025 08/14/2025 08/14/2025	SBSRC SBSRC SBSRC SBSRC SBSRC SBSRC SBSRC SBSRC SBSRC SBSRC	13759 13760 13761 13762 13763 13764 13765 13766 13767	0025 1379 1396 881 0704 1371 1373 1397 1398 SONITROL	CONSUMERS ENERGY WM CORPORATE SERVICES, INC LORRAINE CONAWAY WELLNOW URGENT CARE ALL N ONE LAWN CARE SERVICE LINDA BUCKNAM VISUAL EDGE IT, INC CHARLENE JOHNSON VISUAL EDGE IT, INC. SONITROL TRI-COUNTY	707 N BRIDGE STREET LOOSE JULY 2025 LOOSE TRASH SERVICE AUGUST 2025 TRIP CANCELLED: LANSING PRE-EMPLOYMENT EXAM: DOTTIE, GWEN, JEN LOOSE LAWN MAINTENANCE JULY 2025 LINE DANCING 8/5, 8/12 PRINTER USAGE 7.23.25-8.22.25 CANCELLED TRIP: SOARING EAGLE X 2 PHONE SERVICE 7.1.25-7.31.25 QUARTERLY SERVICE 9.1.25-11.30.25	1,467.62 298.49 55.00 300.00 320.00 120.00 427.90 100.00 199.13 1,194.45
SBSRC TOTA Total of 10 Less 0 Void	Checks:					4,482.59 0.00

LOOSE TOTAL: \$4,482.59

08/20/2025 10:08 AM

# CHECK REGISTER FOR CITY OF LINDEN CHECK DATE FROM 07/01/2025 - 08/20/2025

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User: JEN DB: Linden

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank SBTAX	STATE E	BANK TAX	(4282)			
08/08/2025	SBTAX	2037	0054	GENESEE CO. TREASURER	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	1,432.40
08/08/2025	SBTAX	2038	0054	GENESEE CO. TREASURER	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	133,171.04
08/08/2025	SBTAX	2039	0124	LINDEN COMMUNITY SCHOOLS	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	874.90
08/08/2025	SBTAX	2040	0124	LINDEN COMMUNITY SCHOOLS	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	88,765.19
08/08/2025	SBTAX	2041	0307	CHARTER TOWNSHIP OF FENTON	BYRAM LK WEEDS 7.1.25-7.31.25	40.88
08/08/2025	SBTAX	2042	0909	CITY OF LINDEN	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	644.05
08/08/2025	SBTAX	2043	0909	CITY OF LINDEN	DLPP TAX DISBURSEMENT 6/1/25-8/4/25 PUBL	1,057.53
08/08/2025	SBTAX	2044	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	449.44
08/08/2025	SBTAX	2045	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	12,281.76
08/08/2025	SBTAX	2046	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	1,413.34
08/08/2025	SBTAX	2047	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	85,846.51
08/08/2025	SBTAX	2048	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	140,058.32
08/08/2025	SBTAX	2049	0909	CITY OF LINDEN	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	812.05
08/08/2025	SBTAX	2050	BISHOP	BISHOP INTERNATIONAL AIRPORT	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	102.24
08/08/2025	SBTAX	2051	GENESEE IN	GENESEE INTERMEDIATE SCHOOL	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	420.58
08/08/2025	SBTAX	2052	GENESEE IN	GENESEE INTERMEDIATE SCHOOL	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	14,948.33
08/08/2025	SBTAX	2053	MASS	MASS TRANSPORTATION AUTHORITY	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	260.99
08/08/2025	SBTAX	2054	MOTT	MOTT COMMUNITY COLLEGE	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	288.09
08/08/2025	SBTAX	2055	MOTT	MOTT COMMUNITY COLLEGE	2025 TAX DISTRIBUTION 07/01/2025-07/31/2	12,407.94
08/08/2025	SBTAX	2056	SOUTHERN L	SOUTHERN LAKES PARKS	DLPP TAX DISBURSEMENT 6/1/25-8/4/25	73.23
SBTAX TOTAL	LS:					
Total of 20 C	hecks:					495,348.81

Total of 20 Checks: Less 0 Void Checks:

495,348.81 Total of 20 Disbursements:

08/20/2025 10:07 AM

Total of 32 Disbursements:

# CHECK REGISTER FOR CITY OF LINDEN CHECK DATE FROM 08/06/2025 - 08/20/2025

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31,487.48

User: JEN
DB: Linden

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank SBGEN	STATE E	BANK (3140	))			
08/08/2025	SBGEN	13163	0025	CONSUMERS ENERGY	GAS/ELECTRIC JULY 2025 TRAILER PARK FEES AUG 2025 WATER TESTING GRAVE OPENING WAKEMAN 7.26.25	8,079.82
08/08/2025	SBGEN	13164	0054	GENESEE CO. TREASURER	TRAILER PARK FEES AUG 2025	695.00
08/08/2025	SBGEN	13165	0213	CITY OF FENTON	WATER TESTING	60.00
8/08/2025	SBGEN	13166	0414	GENESEE VALLEY VAULT	GRAVE OPENING WAKEMAN 7.26.25	425.00
8/08/2025	SBGEN	13167	0963	BEHIND YOUR DESIGN	WEB URL & DESIGN COUNCIL WORKSHOP 7.31.2025 RETIREE HEALTH REIMBURSEMENT AUG 2025 POLICE UNIFORM CLEANING MANHOLE SETTER/POWERLIFT JULY 2025 BOARD OF REVIEW REFUND LLC & GAZEBO DEPOSIT 8.2.2025 BYRAM LAKE FIELD SERVICE/STORM WATER	610.00
8/08/2025	SBGEN	13168	0964	LEWIS BENDER	COUNCIL WORKSHOP 7.31.2025	3,142.90
8/08/2025	SBGEN	13169	1015	REBECCA VANDRIESSCHE	RETIREE HEALTH REIMBURSEMENT AUG 2025	595.98
8/08/2025	SBGEN	13170	1117	CHAMPS CLEANERS	POLICE UNIFORM CLEANING	165.00
8/08/2025	SBGEN	13171	1186	USABLUEBOOK	MANHOLE SETTER/POWERLIFT	990.82
8/08/2025	SBGEN	13172	1320	MONICA LARNER	JULY 2025 BOARD OF REVIEW	25.00
8/08/2025	SBGEN	13173	1321	LU ANN EASLICK	JULY 2025 BOARD OF REVIEW	25.00
8/08/2025	SBGEN	13174	1331	MARSHALL HARGER	JULY 2025 BOARD OF REVIEW	25.00
8/08/2025	SBGEN	13175	1393	KAYLA DUNDA	REFUND LLC & GAZEBO DEPOSIT 8.2.2025	300.00
8/08/2025	SBGEN	13176	1394	KENNEDY INDUSTRIES, INC.	BYRAM LAKE FIELD SERVICE/STORM WATER	994.00
8/08/2025	SBGEN	13177	ASSOC. OF	ASSOC. OF PUBLIC TREASURERS	APT MEMBERSHIP RENEWAL 25/26	159.00
8/08/2025	SBGEN	13178	DIETZMICHA	MICHAEL DIETZ	JULY 2025 BOARD OF REVIEW	25.00
8/08/2025	SBGEN	13179	FRONTIER	FRONTIER	ARSENIC TREATMENT PLANT 7.16-8.15.25	167.84
8/08/2025	SBGEN	13180	VIEW	VIEW NEWSPAPERS	LINDEN BID ADVERTISMENT MILL BUILDING	360.00
8/08/2025	SBGEN	13181	WILKINSON	WILKINSON SOLUTIONS	LCC 28 MIDSTATE SPREAD CALCLUM CHLORIDE	486.00
8/14/2025	SBGEN	13182	0025	CONSUMERS ENERGY	GAS/ELECTRIC 213 N. BRIDGE JULY 2025	448.94
8/14/2025	SBGEN	13183	0053	GENESEE CO. ROAD COMMISSION	CITY OF LINDEN ROAD MAINTENANCE JULY 202	1,438.62
8/14/2025	SBGEN	13184	0800	MCINTYRE SOFT WATER SERVICE	WATER COOLERS X 10	77.50
8/14/2025	SBGEN	13185	0128	DEWEYS AUTO CENTER, INC.	2020 TAHOE REPAIRS #3390	282.75
8/14/2025	SBGEN	13186	0414	GENESEE VALLEY VAULT	GRAVE OPENING CARL SPENCER 8.8.2025	675.00
8/14/2025	SBGEN	13187	0523	GLORIA KIRSHMAN	RETIREE HEALTH REIMBURSEMENT SEPT 2025	680.30
8/14/2025	SBGEN	13188	0704	ALL N ONE LAWN CARE SERVICE	LAWN MAINTENANCE JULY 2025	7,220.00
8/14/2025	SBGEN	13189	1039	OPERATIONS SERVICES	DRINKING WATER OPERATIONS JULY 2025	1,141.25
8/14/2025	SBGEN	13190	1072	MICHIGAN LANDSCAPE SUPPLY CO	BLACK PLASTIC EDGING	15.90
8/14/2025	SBGEN	13191	1169	ACE-SAGINAW PAVING COMPANY	COMMERCIAL TOPPING	424.81
8/14/2025	SBGEN	13192	ACE HARDW	ACE HARDWARE	DEPARTMENT CHARGES JULY 2025	1,100.86
8/14/2025	SBGEN	13193	LETTSJ	JAMES LETTS	RETIREE HEALTH REIMBURSEMENT AUG 2025	228.00
8/14/2025	SBGEN	13194	XEROX CORP	XEROX CORPORATION	COPIER USAGE JULY 2025	422.19
BBGEN TOTA	LS:					
Total of 32	Checks:					31,487.48
Less 0 Void	Checks:					0.00

CITY TOTAL: \$526,836.29

GRAND TOTAL: \$531,318.88



# CITY OF LINDEN CITY COUNCIL AGENDA MEMO

DEPARTMENT: DPW MEETING DATE: AUGUST 25, 2025

To: Mayor and City Council

Ellen R. Glass, City Manager; Don Grice, Public Works Director From:

Submitted: August 20, 2025

Motion to Approve the Linden Mill Renovation Project Subject:

# INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

For well over a year, city staff have been working with various architects, engineers, and consultants to design and implement a comprehensive plan for the preservation and renovation of the Historical Linden Mills building. After months of structural examination, exploratory demolition, and multiple cycles of design and redesigns, we are finally in a position to move forward and begin construction. Ryon Barker from Cunningham-Limp attended the August 11, 2025 Work Session, in which he provided a detailed overview outlining the budget proposals for this project, further discussed the project scope and addressed questions posed by Councilors. City Council requested a possible re-evaluation of the roofing material, in which a \$15,000 difference for metal roofing alternative was discussed. There was a concern with the project being over-budget. Ellen addressed this by discussing the option for utilization of the capital outlay budget line item, as well as the ability to spread the additional cost over two budget years; with option to request an extension, if necessary. In addition, Ellen is actively searching for additional grants to offset the cost as well.

No further questions or concerns have been posed to City Staff by City Council to date. City Council was advised Project Managers from Cunningham-Limp would be in attendance at this August 25, 2025 meeting to further review and discuss the project, project timeline, projected budget and make a final decision.

# STAFF RECOMMENDATION

The Linden Mills Building is an iconic structure that has been a part of the Linden community for over 175 years. Unfortunately, it has fallen into disrepair in recent decades due to a lack of funding and critical maintenance. In order to conserve this structure for future generations, staff recommends taking advantage of the recent grant received by the State of Michigan to leverage our general fund dollars to complete this important project, by making a final determination this meeting.

# MOTION

Move to approve the Linden Mills Renovation Project in the amount of \$5.62 million.

SUPPORTING MATERIALS ATTACHED:

I CONCUR: ELLEN R. GLASS, CITY MANAGER

# Guaranteed Maximum Price Amendment

This Amendment dated the 25th day of August in the year 2025, is incorporated into the accompanying AIA Document A133<sup>TM</sup>–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 30th day of April in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Linden Mill 304 Tickner Street Linden, Michigan 48451

# THE OWNER:

(Name, legal status, and address)

City of Linden 132 E. Broad St. P.O. Box 507 Linden, Michigan 48451

# THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

# TABLE OF ARTICLES

- **A.1 GUARANTEED MAXIMUM PRICE**
- **A.2** DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **A.3** INFORMATION UPON WHICH AMENDMENT IS BASED
- **A.4** CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 **GUARANTEED MAXIMUM PRICE**

# § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

## **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million Nine Hundred Ninety-Three Thousand Dollars (\$ 4,993,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents. The Guaranteed Maximum Price shall be valid for ten (10) days from the point of presentation to Owner's acceptance. If a decision is not made as to the Guaranteed Maximum Price within ten (10) days from the point of presentation to the Owner, price will be subject to change accordingly.

If the Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price, such savings shall be shared between the Owner and Construction Manager with One Hundred percent (100%) accruing to the benefit of the Owner and Zero percent (0%) accruing to the benefit of the Construction Manager.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit "F" – Schedule of Values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 Alternates

§ A.1.1.4.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item Price N/A

§ A.1.1.4.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

1071

(Table deleted) (Paragraphs deleted) (Table deleted)

Init.

**User Notes:** 

§ A.1.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

 $\begin{array}{ccc} \text{Item} & & \text{Units and Limitations} & & \text{Price per Unit ($0.00)} \\ N/A & & & \end{array}$ 

# ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[ X ] The later of (1) the date of execution of this Amendment; or (2) the date all government permits and approvals necessary for the construction of the Project are received by the Construction Manager.

[ ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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(1501123186)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

# § A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire

(Paragraphs deleted)

Work not later than Two Hundred Ninety-Nine (299) calendar days from the date of commencement of the Work.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

**Substantial Completion Date** 

N/A

(Paragraph deleted)

### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Title Date Document **Pages** N/A

# § A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit "C" – Project Specifications

# § A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit "D" – Contract Drawings

# § A.3.1.4

Allowances, if any, shall be included in the Guaranteed Maximum Price where firm estimates of the Cost of the Work cannot be reasonably determined at the time of execution of the Amendment provided that Construction Manager shall indicate which items are allowances and the amount allocated in its budget for each such allowance. Construction Manager shall advise the Owner of the final cost of each allowance item prior to Construction Manager entering into any contracts to incur such cost, and the Guaranteed Maximum Price shall be adjusted to the extent the actual cost of an allowance item is more or less than the allowance. See attached Exhibit "C" Project Specifications for a Summary of Allowances. Notwithstanding the foregoing, allowance amounts contained in the Project Specifications shall be pooled, meaning that allowances shall be treated collectively, and an additive or deductive Change Order shall be prepared at the time reconciliation of allowances is complete.

(Table deleted)

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

See Exhibit "C" – Project Specifications

Init.

3

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.) Exhibit C – Project Specifications Exhibit D – Contract Drawings Exhibit E – Project Timeline Exhibit F – Schedule of Values Exhibit G – Certificate of Insurance ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND **SUPPLIERS** § A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified (List name, discipline, address, and other information.) N/A This Amendment to the Agreement entered into as of the day and year first written above.

City of Linden Cunningham-Limp Development Company **CONSTRUCTION MANAGER** (Signature) **OWNER** (Signature) Ellen Glass, City Manager Donald R. Kegley, Jr., CEO (Printed name and title) (Printed name and title)

**User Notes:** 

Init.

# Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 30th day of April in the year 2025. (In words, indicate day, month and year.)

# for the following **PROJECT**:

(Name and location or address)

Linden Mill 304 Tickner Street Linden, Michigan 48451

# THE OWNER:

(Name, legal status, and address)

City of Linden 132 E. Broad St. P.O. Box 507 Linden, Michigan 48451

# THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Cunningham-Limp Development Company 28970 Cabot Drive Suite 100 Novi, Michigan 48377

# TABLE OF ARTICLES

**B.1 GENERAL** 

**B.2 OWNER'S INSURANCE** 

**B.3** CONSTRUCTION MANAGER'S INSURANCE AND BONDS

**B.4** SPECIAL TERMS AND CONDITIONS

### ARTICLE B.1 **GENERAL**

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction.

### ARTICLE B.2 OWNER'S INSURANCE

# § B.2.1 General

User Notes:

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

## **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

# § B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

# § B.2.3 Required Property Insurance

- § B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.
- § B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

**Sub-Limit** 

N/A

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage N/A

Sub-Limit

- § B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.
- § B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.
- § B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

# § B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

# § B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss. - 1 § B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project. § B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property. [ ] § B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred. § B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority
- prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- [ ] § B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [ X ] § B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

# § B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

**User Notes:** 

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to *the description(s) of selected insurance.)* 

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

# § B.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

### **ARTICLE B.3** CONSTRUCTION MANAGER'S INSURANCE AND BONDS

# § B.3.1 General

- § B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.
- § B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager in excess of Twenty-Five Thousand dollars (\$25,000.00).
- § B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

# § B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

# § B.3.2.2 Commercial General Liability

- § B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million dollars (\$ 1,000,000.00 ) each occurrence, Two Million dollars (\$ 2,000,000.00 ) general aggregate, and Two Million dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including
  - damages because of bodily injury, sickness or disease, including occupational sickness or disease, and .1 death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property:
- bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.
- § B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
  - Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact .1 that the claimant is an insured, and there would otherwise be coverage for the claim.
  - .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
  - .3 Claims for bodily injury other than to employees of the insured.
  - Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees
  - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
  - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary
  - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
  - .8 Claims related to roofing, if the Work involves roofing.
  - Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings .9 or surfaces, if the Work involves such coatings or surfaces.
  - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
  - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § B.3.2.5 Workers' Compensation at statutory limits.
- § B.3.2.6 Employers' Liability with policy limits not less than One Million dollars (\$ 1,000,000.00 ) each accident, One Million dollars (\$ 1,000,000.00 ) each employee, and One Million dollars (\$ 1,000,000.00 ) policy limit.
- § B.3.2.7 Construction Manager shall provide umbrella liability insurance of Nine Million dollars (\$9,000,000.00).

(Paragraphs deleted)

# § B.3.3 Construction Manager's Other Insurance Coverage

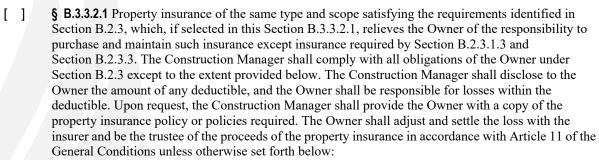
§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1. In the event the Owner requests the Construction Manager to carry any of the insurance below, the Construction Manager agrees to make best efforts to secure the requested insurance. The premium, costs, and fees associated with the insurance will be considered Cost of the Work and added to the Contract Sum.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)



(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim [ ] and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § B.3.3.2.3 Pollution Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials, if the Work involved asbestos removal and if directed in writing by Owner. Owner acknowledges that should asbestos be found identified after work begins, Contractor shall be entitled to additional compensation for the scope of said work and the cost or procuring insurance hereunder.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 Other Insurance (List below any other insurance coverage to be provided by the Construction Manager and any *applicable limits.*)

Coverage Limits

# § B.3.4 Performance Bond and Payment Bond

In the event the Owner requests the Construction Manager to secure bonds at any point, the Construction Manager agrees to make best efforts to secure the requested bonds. The premium, costs and fees associated with the bonds will be considered a Cost of the Work and added to the Contract Sum. The Construction Manager shall provide surety

bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Penal Sum (\$0.00) Type Payment Bond 100% Contract Sum 100% Contract Sum Performance Bond

Payment and Performance Bonds shall be AIA Document A312<sup>TM</sup>, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312<sup>TM</sup>, current as of the date of this Agreement.

### **ARTICLE B.4** SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

# EXHIBIT "C" TO THE AGREEMENT BETWEEN CITY OF LINDEN ("OWNER") AND

# CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("CONSTRUCTION MANAGER")

# **PROJECT SPECIFICATIONS**

# A. Project Description

1. This specification is intended to further describe the project depicted on the current drawings list dated August 25, 2025.

# B. Demolition and Removals

- Asbestos containing material to be removed per Performance Environmental Services report dated November 9, 2016. Window sashes only are to be removed. Floor tile is to be removed with mastic to remain. Vermiculite insulation is to only be removed at the east wall where gypsum board and insulation is to be removed per A102.
- 2. Selective demolition will be performed per the plans.

# C. Site

# 1. Earthwork

- a) Silt fence and barricades will be installed to protect areas outside the proposed limits of construction.
- b) Excess spoils will be hauled off-site and properly disposed of.
- c) A temporary SSP cofferdam is to be installed. This will include approximately 120lf of temporary PZC18 steel sheet piling. 20-linear feet will be left in place and cut above the waterline.

# 2. Storm Sewer

a) A new storm line shall be installed per plans.

INITIALS

b) The roof area will drain into gutters and downspouts per plans.





# 3. Sanitary Sewer

a) No improvements are to be made.

# 4. Water Main

a) No improvements are to be made.

# Exterior Concrete

- a) All concrete work is to be completed in accordance with the applicable standards of the American Concrete Institute (ACI).
- b) Sidewalks will be installed per the plans
- c) A dumpster pad will be provided with a 6" slab and trench-type foundation.

# 6. Asphalt

a) Asphalt paving shall be provided as indicated on the refenced drawings.

# 7. Construction Testing

a) An Allowance has been included for Construction Testing Services. See Summary of Allowances.

# 8. Landscaping Restoration

a) An Allowance is included to restore the grass areas that are disturbed during construction. See Summary of Allowances. All plantings are to be provided and installed by Owner.

# D. Concrete

1. Foundations and interior concrete slabs shall be installed per plans.

# E. Miscellaneous Metals

1. Concrete filled, 4'-0" high x 6" diameter steel pipe guard posts set in concrete 3'-6" deep are included at the dumpster enclosure.

Improvements for Linden Mills Linden, Michigan Summary of Building Specifications August 25, 2025 Page **2** of **9** 





- 2. Exterior picket railings for the new porch are included.
- 3. New stair towers shall be installed per plans.
- 4. Structural steel floor reinforcement is included per plans.

# F. Roofing and Siding

- 1. The existing roof is to be removed and properly disposed of.
- 2. 3.5" nailer is to be installed on the existing roof eve and rake edges.
- 3. 2" insulation and 2" nail base is to mechanically fasten to the existing roof deck.
- 4. Shingles to be Certainteed Landmark Pro, or equal.
- 5. The addition is to receive pre-finished smooth lap siding per plans.
- 6. An Allowance is included for the replacement of fascia, soffits, siding and roof decking. See Summary of Allowances.

# G. Masonry

- 1. Belden Monarch brick is included for the exterior façade per plans.
- 2. Masonry walls are to be installed per plans.
- 3. An Allowance is included for the Masonry Restoration. See Summary of Allowances.

# H. Doors

- 1. Interior doors will be 3'-0" x 8'-0" solid core oak/birch in prefinished metal frames.
- 2. All doors will have commercial grade hardware that complies with all Building Code and ADA requirements.

# I. Manufactured Windows

Serra Pacific Clad M3 Wood Windows with SDL bars will be installed.

INITIALS





2. An Allowance has been included for the restoration of the 3<sup>rd</sup> floor windows. See Summary of allowances.

# J. Interior Finishes

# Millwork

a) An Allowance has been included for millwork. See Summary of Allowances.

# 2. Floor Covering (See Summary of Allowances)

- a) An Allowance has been included to cover all common areas and restrooms. Flooring in Unit 005, Unit 106, Unit 205 and Unit 305 are not included in the base cost
- b) Rubber cover base (4") with pre-molded corners will be provided in all common areas.
- c) Ceramic tile floors and base will be installed in all toilet rooms.

  An allowance of \$2/sf has been included.
- d) Vinyl plank flooring is to be installed per plans. An allowance of \$2.85/sf has been included.

# Painting

- a) The exterior of the building is to be hand scraped to remove all existing paint. A 1/16" debris netting will be installed to catch all the removed paint chips.
- b) Interior drywall surfaces will be finished with one (1) application of primer and one (1) finish coat of latex paint.

# 4. Toilet Accessories

- a) Grab bars are to be provided in each handicap accessible toilet compartment.
- b) Toilet paper dispensers are to be provided within each toilet compartment.





# K. Mechanical

# 1. Plumbing

- a) All domestic water copper and sanitary PVC piping systems will be provided to support the fixtures provided.
- b) Floor drains will be provided in all Restrooms and Janitor's closet.
- c) A 24" x 24" service sink with faucet, hose, and mop rack will be provided in the Janitor's closet.
- d) Fixture quantities to be provided as follows:
  - i. Two (2) floor drains, Zurn Z-415 or equal
  - ii. 4 (4) 24" x 24" service sinks, floor mounted with chrome faucet, hose, and rack,
  - iii. Five (5) floor mounted, tank type water closets, American Standard Madera white floor mount with Zurn chrome manual flush valves or equal,
  - iv. Five (5) 17" x 20" white wall mounted lavatories with American Standard 2175 chrome faucets or equal.
  - v. One (1) electric dual-level water coolers in a brushed stainless steel finish with remote chillers, Elkay EZSTL-8 or equal
  - vi. One (1) 20 gallon electric water heater
- e) Natural gas piping shall be provided to all mechanical units.

# L. Heating and Cooling

- 1. Four (4) 2,000 CFM air handling units will be installed with 5 ton 14 SEER air conditioning units. Supply and return ducts to be stubbed into vacant spaces.
- 2. Refrigerant piping is to be run on the exterior of the building from the air handling units.
- 3. Five (5) toilet exhaust fans are included.





# M. Fire Protection

- The addition will be protected with a wet system of automatic sprinklers based on Light Hazard occupancy in accordance with NFPA #13 requirements.
- 2. The existing dry pipe system/valve and piping network will be used to supply the new and relocated fire sprinklers.
- 3. Pendent fire sprinklers will be installed in areas with ceilings and brass upright fire sprinklers in all exposed areas.

# N. Electrical

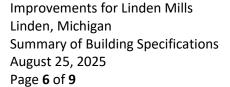
- Service and Distribution
  - a) One (1) 600 amp, 120/208 volt, three-phase, four-wire, service switchboard with fusible main bolted pressure switches and ground fault protection will be provided, installed and energized. Manufacturer will be General Electric, Square D or ITE.
  - b) Four (4) 100 amp panelboards will be installed.
  - c) Four (4) 60 amp N3R non-fused disconnects will be provided for HVAC connections.

# 2. Lighting

- a) The following lighting will be provided:
  - i. Seventy-nine (79) 1x4 light fixtures
  - ii. Six (6) 7" downlights
  - iii. Three (3) exterior wall packs
  - iv. Six (6) recessed downlights
  - v. Four (4) emergency light fixtures
  - vi. Six (6) emergency light fixtures with remote weatherproof twin head
  - vii. Thirteen (13) Exit lights

# 3. Convenience Outlets

a) Forty-two (42) 110-volt duplex receptacles will be installed throughout the building.







# 4. Fire Alarm

a) The existing fire alarm system will be expanded to accommodate the addition.

# O. Specialties and Equipment

# 1. Elevator

- a) A 4-story passenger elevator with a 3,500 lb. capacity at 200 F.P.M. has been provided.
- b) The car size will be 6'5" wide x 5'5" from to back, 7'9" high
- c) The car enclosure to be plastic laminate panels on the side and rear walls, stainless steel car front and door
- 2. Code signage, fire extinguishers and final cleaning have been included.

# P. Summary of Allowances

1. Allowances have been included for the following items:

Construction Testing	\$	20,000
Dewatering	\$	70,000
Landscaping Restoration	\$	6,000
Masonry Restoration	\$	72,000
Decking, Siding, Soffit & Fascia Restoration	\$	35,000
Common Area Floor Covering Allowance	\$	20,000
Millwork	\$	5,000
Window Restoration	\$	25,000
Weather Conditions & Utility Consumption	\$	50,000
Contingency	\$2	200,000

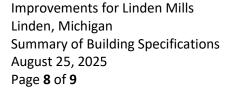
Cunningham-Limp will utilize Allowances and contingency where firm estimates of costs cannot reasonably be determined at the time of contract execution. Owner shall be advised of Allowance utilization as the costs are determined and will be tracked on an individual basis. The cost of the project will be increased or decreased when the work is complete. The Contingency will be controlled by Cunningham-Limp for unforeseen or unknown items relating to the current scope of work. All allowances will be reconciled at the end of the project.





# Q. Clarifications

- It has been assumed that the project documents comply with all applicable federal, state and local codes and regulations. Owner and Owner's Architect accepts responsibility for the design and Code compliance.
- 2. Owner shall be responsible for the payment of the required municipal permits, tap-in charges and securing of necessary permits. No allowance has been provided for these costs.
- 3. Ordering of franchise utilities shall be provided directly by the Owner along with origination and consumption fees.
- 4. All necessary on-site project support facilities including dumpsters, equipment rental, fuel, telephones, porta-johns, clean up, supervision, labor, and temporary utilities are included to the point of Substantial Completion. After this point, the cost of the utilities becomes the responsibility of the Owner.
- 5. All workmanship and materials are guaranteed for one (1) year form the date of Substantial Completion. All manufacturers' warranties of individual building components will be assigned to the Owner.
- Increases in the cost of materials that result from tariffs, epidemics, import duties, national emergencies, natural disasters, unusual weather, trade policy, material availability, or other unusual market conditions are not included.
- 7. The following items have been excluded:
  - a) Environmental studies, testing, removal, or handling of hazardous materials, toxic soils, asbestos or other such items
  - b) Removal of underground obstructions or latent soil conditions of other unforeseen conditions
  - c) Extensions or modifications to offsite public utilities
  - d) Telephone, security, computer, paging and/or music
  - e) Signage other than signage required by Code
  - f) Humidity control
  - g) Upgrades or specialty improvements required by the Owner's insurance company
  - h) Installation and hook-up of owner equipment
  - i) Window treatments, furniture, furniture hook-up, and/or related layout design fees







- j) Financial guarantees required by governmental entities
- k) Prevailing Wages
- I) Builder's Risk Insurance
- m) Emergency responder radio coverage evaluation and installation.
- n) Additional scope items generated by municipal reviews
- o) Any tariffs or services or activities tax promulgated by the State of Michigan or federal government and enacted subsequent to, or made retroactive to, the presentation date of this document.
- p) Provisions for work disruptions, stoppages or changes to safety protocol due to COVID-19 and/or State of Michigan Executive Orders
- q) Gas meter relocation.
- r) Standing seem roofing
- s) Build out and finishes within the tenant spaces





# EXHIBIT "D" TO THE AGREEMENT BETWEEN CITY OF LINDEN ("OWNER") AND

# **CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("CONSTRUCTION MANAGER")**

# **CONTRACT DRAWINGS**

		Current
Sheet	Description	Date
G001	Title Sheet, Site Diagram	4/4/2025
G002	Code Data	4/4/2025
G003	Additional Code Information	4/4/2025
CE-0	Topographic Survey	4/2025
CE-1	Legend Sheet	4/2025
CE-2	Note Sheet	4/2025
CE-3	Miscellaneous Details Sheet	4/2025
CE-4	Dumpster Pad Detail	4/2025
CE-5	Demolition Sheet	4/2025
CE-6	Proposed Site Plan	4/2025
CE-7	Landscape Plan	4/2025
CE-8	Soils Map	4/2025
CE-9	Soil Erosion Key	4/2025
S001	Structural Notes	4/4/2025
S002	Typical Details	4/4/2025
S003	Typical Details	4/4/2025
S004	Typical Details	4/4/2025
S101	Basement Level Foundation Plan	4/4/2025
S102	First Floor Framing Plan	4/4/2025
S103	Second Floor Framing Plan	4/4/2025
S104	Third Floor Framing Plan	4/4/2025
S105	Roof Framing Plan	4/4/2025
S201	Building Section	4/4/2025
S202	Building Section	4/4/2025
S203	Section Details	4/4/2025
S301	Structural Details	4/4/2025
S302	Structural Details	4/4/2025
A101	Demolition Basement Floor Plan	4/4/2025
A102	Demolition First Floor Plan	4/4/2025
A103	Demolition Second Floor Plan	4/4/2025
A104	Demolition Third Floor Plan	4/4/2025
A105	Basement Floor Plan	4/4/2025
A106	First Floor Plan	4/4/2025
A107	Second Floor Plan	4/4/2025
A108	Third Floor Plan	4/4/2025
A109	Roof Plan	4/4/2025
A110	Reflected Ceiling Plans Basement & First Level	4/4/2025
A111	Reflected Ceiling Plans Second & Third Level	4/4/2025





A112	Railings & Details	4/4/2025
A201	Exterior Elevations	4/4/2025
A301	Building Section	4/4/2025
A302	Building Section	4/4/2025
A303	Wall Sections & Details	4/4/2025
A601	Window Schedule & Details	4/4/2025
A602	Door and Frame Schedule & Details	4/4/2025
A603	Finish Schedule & Details	4/4/2025
	Specifications Manual	4/4/2025





# EXHIBIT "E" TO THE AGREEMENT BETWEEN CITY OF LINDEN ("OWNER") AND CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("CONSTRUCTION MANAGER")

#### PROJECT TIMELINE

ID	Task Name	Start	Finish	Duration	Qtr 4, 2024         Qtr 1, 2025         Qtr 3, 2025         Qtr 4, 2025         Qtr 4, 2025         Qtr 1, 2026         Qtr 2, 2026           Oct         Nov         Dec         Jan         Feb         Mar         Apr         May         Jun         Jul         Aug         Sep         Oct         Nov         Dec         Jan         Feb         Mar         Apr         May         Jun	Qtr 3, 2026
1	Linden Mill Addition & Renovation	Mon 11/4/24	Fri 6/19/26	425 days		73.
2	Pre Construction Services	Mon 11/4/24	Mon 9/15/25	226 days		
3	Business Items	Fri 5/9/25	Mon 8/25/25	76 days	<b>▼</b>	
4	Sign Base Construction Contract	Fri 5/9/25	Fri 5/9/25	0 days	<b>♦</b> 5/9	
5	Finalize GMP	Mon 8/11/25	Mon 8/11/25	0 days	♦ 8/11	
6	Sign GMP Amendment	Mon 8/25/25	Mon 8/25/25	0 days	♦ 8/25	
7						
8	Design & Engineering	Mon 11/4/24	Fri 5/30/25	150 days	;	
9	Design Development Drawings	Mon 11/4/24	Fri 1/10/25	50 days		
10	Structural Due Diligence	Mon 2/3/25	Fri 2/28/25	20 days		
11	Construction Drawings	Mon 3/3/25	Fri 5/23/25	60 days		
12	Owner Review & Sign-off on Construction Documents	Mon 5/26/25	Fri 5/30/25	5 days		
13						
14	Permitting & Entitlements	Mon 5/5/25	Fri 9/5/25	90 days		
15	Submit to EGLE	Mon 5/5/25	Mon 5/5/25	0 days	♦ 5/5	
16	EGLE Review	Mon 5/5/25	Fri 9/5/25	90 days		
17	Targeted EGLE Approval	Fri 9/5/25	Fri 9/5/25	0 days	♦ 9/5	
18	Submit for Building Permit	Mon 5/26/25	Mon 5/26/25	0 days	♦ 5/26	
19	Building Permit Reviews	Mon 5/26/25	Fri 7/4/25	30 days		
20	Building Permit Approvals	Fri 7/4/25	Fri 7/4/25	0 days	♦ 7/4	
21						
22	Order Long Lead Items	Mon 9/1/25	Mon 9/15/25	10 days		
23	Order Windows	Mon 9/1/25	Mon 9/1/25	0 days	♦ 9/1	
24	Order of Mechanical & Electrical Equipment	Mon 9/15/25	Mon 9/15/25	0 days	♦ 9/15	
25						
26	Construction Activities - Interior Elevator Option	Mon 9/15/25	Fri 6/19/26	200 days		
27	Mobilize & Set Up		Mon 9/15/25	0 days	→ 9/15	
28	Soil Erosion & Sedimentation Controls	Mon 9/15/25	Fri 9/19/25	5 days		
29	Demolition & Removals	Mon 9/15/25	Fri 9/26/25	10 days		
30	Foundations	Mon 9/22/25	Fri 11/21/25	45 days		
31	Masonry Walls & Shafts	Mon 11/24/25		40 days		
32	Roofing	Mon 1/19/26	Fri 1/30/26	10 days		
33	Slab on Grade	Mon 2/2/26	Fri 2/13/26	10 days		
34	Exterior Façade			80 days		
35	Rough Framing	Mon 2/16/26		15 days		
36	MEP Rough	Mon 3/2/26		25 days		
37	Drywall & Insulation	Mon 3/23/26		25 days		
38	MEP Finish	Mon 4/27/26		10 days		
39	Finish Carpentry & Millwork	Mon 5/11/26		5 days		
40	Interior Painting	Mon 5/18/26		10 days		
41	Floor Coverings	Mon 6/1/26		10 days		
42	Site Paving & Landscaping	Mon 6/1/26		15 days		
43	Final Approvals & Punch list	Mon 6/15/26		5 days		
44	Substantial Completion	Fri 6/19/26	Fri 6/19/26	0 days	<u> </u>	6/19



Key Notes: Project Timeline contingent on material lead times, entitlements, and permitting.

#### EXHIBIT "F"

## TO THE AGREEMENT BETWEEN CITY OF LINDEN ("OWNER")

AND

#### CUNNINGHAM-LIMP DEVELOPMENT COMPANY ("CONSTRUCTION MANAGER")

#### SCHEDULE OF VALUES

Description	Es	timated Cost
Deployed Staffing	\$	298,000
Construction Testing Allowance		20,000
Temporary Protections		50,000
Demolition & Removals		191,500
Earthwork & Site Utilities		199,500
Cofferdam, Turbidity Curtain & Ramp		275,000
Dewatering Allowance		70,000
Landscaping Restoration Allowance		6,000
Retaining Wall		25,000
Site Paving & Concrete		74,500
Foundations		615,500
Interior Concrete		55,000
Masonry		326,000
Masonry Restoration Allowance		72,000
Miscellaneous Steel		255,000
Roofing & Siding		144,500
Decking, Siding, Soffit & Fascia Restoration Allowance		35,000
Prefabricated Windows		76,000
Window Restoration Allowance		25,000
Doors, Frames & Hardware		40,000
Rough Carpentry, Drywall & Insulation		340,500
Project Requirements & General Trades		243,000
Restroom Accessories		4,500
Millwork Allowance		5,000
Interior & Exterior Painting		139,000
Common Area Floor Covering Allowance		20,000
Plumbing & HVAC		220,000
Electrical & Common Area Fire Alarm		220,000
Fire Protection		36,500
Conveyance Systems		161,500
Specialty Items		7,000
Weather Conditions & Utility Consumption Allowance		50,000
Payment & Performance Bond		47,000
Insurance & Overhead Reimbursement		239,000
Subtotal Cost:		4,586,500
Construction Manager Fee:		206,500
Construction Contingency:		200,000
Total Construction Cost:		4,993,000
Additional Items Not Included Above:		
Build Out Allowance of the Basement, First & Third Floors	\$	243,500
Standing Seam Porch Roof		15,000
Furniture, Fixtures, Equipment & Appliances		
Builder's Risk or Special Insurance		





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such e		orsement. A statement on this certificate does in	ot comer rights i	io trie
PRODUCER		CONTACT NAME: Jennifer Humphrey		
VTC Insurance Group		PHONE (A/C, No, Ext): (248)828-3377	FAX (A/C, No): (248)828	-3741
Troy Office		E-MAIL ADDRESS: jhumphrey@vtcins.com		
1175 W. Long Lake Ste. 200		INSURER(S) AFFORDING COVERAGE		NAIC #
Troy MI	48098-4960	INSURER A: Zurich NA		0019
INSURED		INSURER B:		
Cunningham-Limp Developmen	t Co.	INSURER C:		
28970 Cabot Drive		INSURER D:		
Suite 100		INSURER E :		
Novi MI	48377	INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 25-26 Mast	er w Addl Insd REVISION NU	MBER:	
THIS IS TO CERTIFY THAT THE POLIC	CIES OF INSURANCE LISTED BELOW HAVE BE	EN ISSUED TO THE INSURED NAMED ABOVE FOR TH	E POLICY PERIOD	)
INDICATED. NOTWITHSTANDING AN'	Y REQUIREMENT, TERM OR CONDITION OF A	NY CONTRACT OR OTHER DOCUMENT WITH RESPEC	CT TO WHICH THIS	
CERTIFICATE MAY BE ISSUED OR MA	AY PERTAIN, THE INSURANCE AFFORDED BY T	THE POLICIES DESCRIBED HEREIN IS SUBJECT TO A	LL THE TERMS,	
EXCLUSIONS AND CONDITIONS OF S	SUCH POLICIES. LIMITS SHOWN MAY HAVE BE	EEN REDUCED BY PAID CLAIMS.		
INSR	ADDL SUBR	POLICY EFF POLICY EXP		

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
					GL08747147	6/1/2025	6/1/2026	MED EXP (Any one person)	\$ 15,000
								PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Α		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS AUTOS			BAP093738	6/1/2025	6/1/2026	BODILY INJURY (Per accident)	\$
	х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 8,000,000
A	х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 8,000,000
		DED X RETENTION \$ 0			SXS7948714	6/1/2025	6/1/2026		\$
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						X PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
A	(Man	datory in NH)			WC8747156	6/1/2025	6/1/2026	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equ	uip Leased/Rented from Others			CPP0937389	6/1/2025	6/1/2026	Limit/Deductible	\$232,000/\$1,000
								Any One Item Limit	\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Linden Mill, 304 Tickner St, Linden, MI 48451

Additional insured: City of Linden, 132 E Broad St, Linden, MI 48451

See following page for additional coverage information

CERTIFICATE HOLDER	CANCELLATION
City of Linden 132 E Broad St PO Box 507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Linden, MI 48451	AUTHORIZED REPRESENTATIVE
	Alan Chandler/JHUMPH Man P. Chandla

## COMMENTS/REMARKS

Where required by written contract, the above referenced is a Liability (GL) as respects ongoing & completed operations on basis & add'l insured with respects to Auto liability on a pubasis. GL, Auto & Workers Comp policies include waiver of suadd'l insured as required by written contract & where allowed coverage follows form over GL, Auto & Employers Liability.	a primary & non-contributory rimary & non-contributory ubrogation on behalf of the d by law. Umbrella liability
OFREMARK	COPYRIGHT 2000, AMS SERVICES INC.

Lindon Mill Addition & Renovation Linden, Michigan Preliminary Budget Summary August 5, 2025



Description	Est	imated Cost
Deployed Staffing	\$	298,000
Construction Testing Allowance	•	20,000
Temporary Protections		50,000
Demolition & Removals		191,500
Earthwork & Site Utilities		199,500
Cofferdam, Turbidity Curtain & Ramp		275,000
Dewatering Allowance		70,000
_andscaping Restoration Allowance		6,000
Retaining Wall		25,000
Site Paving & Concrete		74,500
Foundations		615,500
Interior Concrete		
		55,000
Masonry		326,000
Masonry Restoration Allowance		72,000
Miscellaneous Steel		255,000
Roofing & Siding		144,500
Decking, Siding, Soffit & Fascia Restoration Allowance		35,000
Prefabricated Windows		76,000
Window Restoration Allowance		25,000
Doors, Frames & Hardware		40,000
Rough Carpentry, Drywall & Insulation		340,500
Project Requirements & General Trades		243,000
Restroom Accessories		4,500
Millwork Allowance		5,000
nterior & Exterior Painting		139,000
Common Area Floor Covering Allowance		20,000
Plumbing & HVAC		220,000
Electrical & Common Area Fire Alarm		220,000
Fire Protection		36,500
Conveyance Systems		161,500
Specialty Items		7,000
Weather Conditions & Utility Consumption		50,000
Payment & Preformance Bond		47,000
Overhead & Insurance Reimbursement		239,000
Subtotal Cost:		4,586,500
Construction Manager Fee:		206,500
Construction Contingency:		200,000
Preliminary Total Construction Cost:		4,993,000
Owner Project Cost:		
Design, Engineering & Testing		329,500
IT & Access Control Allowance		30,000
Permit Allowance		25,000
Total Project Cost:	\$	5,377,500
Additional Items Not Included Above:		
Build Out Allowance of the Basement, First & Third Floors Furniture, Fixtures, Equipment & Appliances Builder's Risk or Special Insurance	\$	243,500

Lindon Mill Addition & Renovation Linden, Michigan Alternative Cost Breakdown August 5, 2025



Description	Estimated	d Cost
Structural Preservation:		
Deployed Staffing	\$ 166,000	
Temporary Protections	50,000	
Construction Testing Allowance	20,000	
Demolition & Removals	191,500	
Earthwork & Site Utilities	199,500	
Cofferdam, Turbidity Curtain & Ramp	275,000	
Dewatering Allowance	70,000	
Site Paving & Concrete	74,500	
Foundation Reconstruction	469,500	
Interior Concrete	55,000	
Internal Masonry Stair	148,000	
Masonry Restoration Allowance	72,000	
Miscellaneous Steel	255,000	
Project Requirements & General Trades	156,000	
Rough Carpentry, Drywall & Insulation	340,500	
Weather Conditions & Utility Consumption	50,000	
Insurance & Overhead Reimbursement	143,500	
Construction Manager Fee	123,500	
Subtotal:	120,000	2,859,500
oubloidi.	`	2,000,000
Historical Preservation:		
Deployed Staffing	33,000	
Roofing & Siding	144,500	
Decking, Siding, Soffit & Fascia Restoration Allowance	35,000	
Prefabricated Windows	76,000	
Window Restoration Allowance	25,000	
Project Requirements & General Trades	38,000	
Interior & Exterior Painting	139,000	
Insurance & Overhead Reimbursement	28,000	
Construction Manager Fee	24,000	
Subtotal:		542,500
Accessibility & Code Upgrades:		
Deployed Staffing	66,000	
Doors, Frames & Hardware	40,000	
Restroom Accessories	4,500	
Project Requirements & General Trades	13,000	
Conveyance Systems	161,500	
Electrical & Common Area Fire Alarm	220,000	
Plumbing & HVAC	220,000	
Insurance & Overhead Reimbursement	40,000	
Construction Manager Fee	35,000	
Subtotal:		800,000

Lindon Mill Addition & Renovation Linden, Michigan Alternative Cost Breakdown August 5, 2025



Description	Estimat	ed Cost
Project Puild Out 9 Additions		
Project Build Out & Addition:  Deployed Staffing	33,000	
Landscaping Restoration Allowance	6,000	
Retaining Wall	25,000	
Building Concrete	146,000	
Masonry	178,000	
Millwork Allowance	5,000	
Project Requirements & General Trades	36,000	
Common Area Floor Covering Allowance	20,000	
Fire Protection	36,500	
Specialty Items	7,000	
Insurance & Overhead Reimbursement	27,000	
Construction Manager Fee	23,500	
Subtotal:		543,000
		4 7 4 5 000
Preliminary Subtotal Construction Cost:		4,745,000
Payment & Performance Bond:		47,000
Construction Contingency:		200,000
Preliminary Total Construction Cost:		4,992,000
Owner Project Cost:		
Design, Engineering & Testing		329,500
IT & Access Control Allowance		30,000
Permit Allowance		25,000
Preliminary Total Project Cost:		\$ 5,376,500
Additional Items Not Included Above:  Build Out Allowance of the Basement, First & Third Floors Furniture, Fixtures, Equipment & Appliances Builder's Risk or Special Insurance		\$ 243,500



August 18, 2025

707 N Bridge Linden MI 48451

Loose will be hosting an event on November 6, 2025 at the Loose Senior Center, located at 707 N. Bridge, Linden, MI 48451. The Center will be purchasing beer from The Linden Brewing Company and the Fenton Winery and collecting the proceeds. Additional glasses will be available for purchase in which Loose will be collecting the money and then pay Linden Brewing and Fenton Winery for the cost of the beer and wine. Loose staff will be checking ID for those that want an alcoholic beverage. If a person is visibility intoxicated then staff will not serve any alcoholic beverages to that person.

Thank you,

Tessa Sweeney,
Director of Senior Services



Part 1 - Applicant Organization Information

Applicant address: 707 N. Bridge

Applicant organization name: Loose Senior Center

#### Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Mailing Address: P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Request ID:	
	(For MLCC Use Only)

#### **Special License Application**

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

City: Linden		Zip Code:	48451		
Contact name: Tessa Sweeney	Phone: 810-735-9406	Ema	il: tsweeney@	lindenmi.us	
Alternate contact name: Ellen Glass	Phone: 810-735-9406	Ema	il: manager@l	lindenmi.us	
<ol> <li>Has the applicant organization previously Michigan organizations must provide current articles of Out-of-state organizations must provide: (a) current certificate of good standing from state of incorporation Michigan issued by the Michigan Corporations Division.</li> <li>Has the applicant organization been estab Date the applicant organization was established.</li> <li>Is the applicant organization a municipality Part 2 - Event Information - For requests at Address of event location: 707 N. Bridge Street.</li> </ol>	incorporation filed with Michigarticles of incorporation from articles of incorporation from and (c) current Certificate of At lished for one (1) year or (month/day/year):  ty?  t more than one location	an Corporation state of issua uthority to Trai longer? (© 199	Yes \(\cappa\) No		n.
City, township, or village where event will be held  1. Will you submit your completed applic  It is strongly recommended that you submit the	: Linden ation at least ten (10) b			event?	€ Yes ← No
Do you have permission from the proper the date(s) listed below (see pages 2-3) at this	rty owner of the location				⊕ Yes ∩ No
3. Has the local law enforcement agency wapplication for a Special License? (See Part 5	ith primary jurisdiction	over the ev	ent location ap	oproved this	⊕ Yes ← No
4. Is the event location within 500 feet of a clif Yes, the church or school must consent t		6 on Page	5)		C Yes € No
5. Is the event location outdoors or partially If Yes, list the exact dimensions of the outd Submit a clear diagram of the outdoor swith your application form. Describe type and height of the barrier than the control of the barrier of the barrier of the barrier than the control of the barrier of the barrier of the barrier of the barrier of the control of the barrier of the barrier of the control of	oor area: ervice area	/idth	Length or area:	feet =	Yes • No square feet
6. Describe type of security that will be used and visibly intoxicated persons: Staff will be checking IDs for those that want Staff will also be working with the local law e	alcohol, if a person is vis	sibly intoxic n security.	ated then staff	will not serve alco	hol to that person.

7. I	s the event location	situated in or on state owned land, such as a state par	k or National Guard armory?	C Yes	♠ No
lf	Yes, attach a copy of	our documentary proof of approval to use the state owned	and.		
8. Is	s there an existing l	quor licensee issued at the event location, such as a Cl	ass C or Club license?	( Yes	♠ No
lf.	Yes, the existing lice	nsee must request to place its license in escrow during	g the event(s). (See Part 7 on Page 5)		
. 1	Will the event(s) inv	olve an auction of donated wine?		() Yes	No
ca	innot be auctioned. If y	Auction" for the applicable event date(s) on pages 2-3. Only don u request a Special License for on-premises consumption <u>AND</u> for clicenses and you must pay a license fee for both licenses.			
		sold and consumed under a Temporary Marihuana E ) within the proposed event area where alcoholic liqu		( Yes	No
1.	Is the event location	n within the commons area of a Social District?		C Yes	No
ar	rea of the Social Distri	vritten documentation from the local governmental unit, in t to be used exclusively for your event and the part to be us ursuant to MCL 436.1551(3). Submit the documentation and	ed exclusively by the Social District permitt		
om eq	plete the informati uesting Special Lico premises consump	ization may request up to twelve (12) Special Licenses on below for each individual date for which you are uses for consecutive days, completely fill out a separtion AND for a Wine Auction both on the same date are a license fee for both licenses.	e requesting a Special License at this ate box for each date. If you request at the same location, you are request	location. <u>If</u> a Special Lic ing two (2)	you ar cense fo separat
1	11/6/2025 Date	Describe event being held: Annual Dueling Piano event, in winery and brewery	volving entertainment and beer and v	/ine from lo	cal
1	4:30 9:00	Special License will be used for: 🔀 Beer & Wine Service	Beer, Wine, & Spirit Service	Wine Au	ction
	Start Time End Time	Is this date a Sunday? Yes No If Yes, will alcohol	be served between 7:00AM and 12:00 Noon?	C Yes C	No
	I	Describe event being held:			
		besting terms and			
2	Date	Special License will be used for: Beer & Wine Service	Beer, Wine, & Spirit Service	Wine Au	ction
	Start Time End Time	· <u> </u>	be served between 7:00AM and 12:00 Noon?	C Yes (	No
_	·	Describe event being held:			
	Data	Describe event being field.			
3	Date	Special License will be used for: Beer & Wine Service	Beer, Wine, & Spirit Service	☐ Wine Au	ction
		·	be served between 7:00AM and 12:00 Noon?		No.
	Start Time End Time	Is this date a Sunday? Yes No If Yes, will alcohol	be served between 7:00AM and 12:00 Noon:	Gies (	) NO
_		Describe event being held:			
	Date				
4		Special License will be used for: Beer & Wine Service	Beer, Wine, & Spirit Service	Wine Au	ction
	Start Time End Time	Is this date a Sunday? CYes C No If Yes, will alcohol	be served between 7:00AM and 12:00 Noon?	C Yes (	No
		Describe event being held:			
	Date				
5		Special License will be used for: Beer & Wine Service	☐ Beer, Wine, & Spirit Service	☐ Wine Au	ıction
	Start Time End Time	<u> </u>	be served between 7:00AM and 12:00 Noon?	C Yes (	) No
	<u> </u>	Describe event being held:			
		Pering event acid incla-			
6	Date		Poor Wine 9 Enirit Coming	□ Wino A	ıction
		Special License will be used for: Beer & Wine Service	Beer, Wine, & Spirit Service	Wine Au	
	Start Time End Time	Is this date a Sunday? CYes CNO If Yes, will alcohol	be served between 7:00AM and 12:00 Noon?	○ Yes (	No

#### 12. Special license date information Continued from Page 2. Describe event being held: Date 7 Beer & Wine Service Special License will be used for: Beer, Wine, & Spirit Service Wine Auction ( No Start Time End Time ( Yes CYes C No Is this date a Sunday? If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 8 Beer & Wine Service Beer, Wine, & Spirit Service Special License will be used for: Wine Auction ( No Start Time End Time CYes C No Is this date a Sunday? ()Yes If Yes, will alcohol be served between 7:00AM and 12:00 Noon? LCC-110 (01-23) Describe event being held: Date 9 Beer, Wine, & Spirit Service ☐ Beer & Wine Service Special License will be used for: Wine Auction CYes C No Start Time End Time Is this date a Sunday? OYes ○ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 10 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction Start Time End Time is this date a Sunday? OYes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Describe event being held: Date Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction Start Time End Time is this date a Sunday? ( Yes ( No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? CYes C No Describe event being held: Date 12 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service ☐ Wine Auction Start Time End Time If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Is this date a Sunday? (Yes ○ No A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at

least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required. for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to State of Michigan.

#### Part 3 Continued - Special License Fees Calculation

= TOTAL FEES DUE:	\$50.00
+ Sunday Sales Permit (A.M.) Fee: MLCC Fee Code: 4033	
+ Sunday Sales Permit (P.M.) Fees: MLCC Fee Code: 4032	
= Special License Fees: MLCC Fee Code: 4008	\$50.00
x Number of Special Licenses:	1
Special License Base Fee: (per Special License requested)	\$50.00

If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

Make checks payable to: State of Michigan

eave Blank - MI CC Use Only

#### Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

#### By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Print Name and <u>Phone Number</u> of President	Signature of President	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		
Print Name and <u>Phone Number</u> of Secretary	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

#### Part 5 - Local Law Enforcement Approval\*

Name of law enforcement agency:					
Name & title of reviewing officer:					
Phone number of officer:	Email	of officer:			
f event will be held on a Sunday, is the sale of alcohol from	7:00am to 12:00 No	on on Sunday all	owed in this local governmental unit?	() Yes	C No
f the event will be held on a Sunday, is the sale of alcohol af	ter 12:00 Noon on S	unday allowed i	n this local governmental unit?	( Yes	() No
certify that I have reviewed the application of the organization for a Special License and approve the is special License by the Michigan Liquor Control Cor	suance of a				
the proposed event location.		Signa	ature of Reviewing Officer	D	ate
hurch or school within 500 feet of the event location nechool's operations. If a proper objection is filed, the edversely affect the operation of the church or school.  Name of church or school:					
Address of church or school:					
City:		Zip Code:			
Phone number:	mail:				
Name of clergy member or superintendent:					
, the authorized representative of the above name school, state that the church or school has no object ssuance of a Special License to the applicant organi	tion to the				
proposed event location.		Signature of 0	Clergy Member or Superintendent	D	ate
*Please note: the Commission has the second Reference of the event location is currently licensed with an offer the date(s) and time(s) of the Special Licenses icense would prefer to temporarily drop space from space temporarily from its licensed premises during the license will temporarily drop space from its license.	equest (If Applie on-premises licer issued for use a n its licensed pre g the event date	cable) ase, the license at the event for emises, it must e(s) and time(s)	ee must request that its license be ocation requested on this applicat submit a letter to the Commission ), accompanied by a diagram show	placed into ion. If the requesting	existin to dro
Name of licensee:			Business ID Number:		
Type of license held at this location (e.g. Class C, Clo	ub, Tavern, etc.):				
Phone number:	mail:				
Name of authorized signer for licensee:					
, the authorized signer, for the above named of icensee, request that the licensee's licenses at this placed into escrow during the date(s) and time(s) s	location be				

the Special Licenses issued for use at this location.

Signature of Authorized Signer for Licensee

Date



## Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address: P.O. Roy 30005 Lansing, MI 48909

Mailing Address: P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

	(For MLCC Use Only)
Request ID:	44
Business ID:	

## Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License (Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a 🗵 Regular 🗌 Special meeting of the	☐ Membership ☐ Board of Directors	
called to order by Mayor, Elizabeth Armstrong	on August 25, 2025 at 6:30 p.m.	
the following resolution was offered:	(Date)	Time)
Moved by	and supported by	
that the application from Loose Senior Center	(Name of Organization)	
for a Special License to serve alcohol on November 6, 2025- C	Dueling Pianos	
to be located at 707 N. Bridge Street, Linden MI, 48451	(Event Date or Dates)	
It is the consensus of this body that the application be	de Location Name, Street Address, City, State, & Zip Code)  for issu  (Recommended or Not Recommended)	ance.
Approv	val Vote Tally	
Yeas:		
Nays:		
Absent	:	
Certification by Au	thorized Officer of Organization:	
hereby certify that the foregoing is true and is a complete co	py of the resolution offered and adopted by the	
☐ Membership ☒ Board of Directors at a ☒ I	Regular Special meeting held on August 25, 2025	· · · · · · · · · · · · · · · · · · ·
	(Date	,
Print Name & Title of Authorized Officer	Signature of Authorized Officer	Date



# Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address: P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID:	
Request ID:	
	(For MLCC Use Only)

#### Wine Auction Special License Wine Donation Record

List the name and address of each person that has donated wine to the applicant organization for the wine auction and list the brand(s) and quantity donated. The applicant organization shall not accept donations of wine from a business licensed by the Michigan Liquor Control Commission. An authorized officer of the applicant organization must sign this donation record form.

Applicant organization:		Wine auction da	te:
Donor Name	Donor Address	Wine Brand(s) Donated	Quantity Donated
		-	

#### Signature of Authorized Officer

I hereby certify that all persons listed above have donated wine to the applicant organization listed above for this wine auction, to be conducted pursuant to the Michigan Liquor Control Code, MCL 436.1527. The persons listed above have donated wine to the applicant organization as individuals and not for or on behalf of any retail or nonretail business licensed by the Michigan Liquor Control Commission.

Print Name of Authorized Officer	Signature of Authorized Officer	Date



#### Michigan Department of Licensing and Regulatory Affairs Finance and Administrative Services Revenue Services

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (see note below).

#### **Credit Card Authorization Form**

## \* \* FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 \* \* \* \* DO NOT EMAIL OR MAIL THIS FORM \* \*

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

\* \*IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED\* \*

Name on Card:			Payment Amount:			
Billing Address:			Card Number:			
City: State:	Zip Code:		-	C	heck One:	
Phone:				○ Visa	C Discover	American Express
Email:			Security Code/C\	√ Code: _		
Applicant/Licensee Name:	Request or Bus	siness ID #:	Expiration Date:			
Payment is fo	or:					
					Signature	
PAYMENT OR YOUR PAYMENT WILL NO' Credit Card Payment II	temization:	MLCC Fee Code	by the MLCC. Services may to	Application ake up to to	s submitted thi vo (2) additiona	eceipt of an application rough LARA Revenue I business days to be Revenue Services.
Fee Type Inspection Fee(s):	Fee Amount	1036				an application by the
Special License Fee(s):		4008	MLCC to be pr	ocessed, su	ch as Special Lie	censes and temporary
Temporary Authorization Fee:		4037				on will be received in C after the payment is
License Renewal Fee(s):		4004	received and pro	ocessed by L	ARA Revenue Sen	vices.
Manufacturer License(s):		- 4038				
Wholesaler License(s):		4085				
New Retailer License(s):		4012				
Transfer Retailer License(s):		4034				
Conditional License		4012				
☐ New Add Bar ☐ Transfer Add Bar:		4012/4034				
Sunday Sales Permit (AM):		4033				
Sunday Sales Permit (PM):		4032				
Catering Permit:		4031				

LCC-300 (10-20)

POLICE DEPARTM	ENT	MONTHLY	ACTIVITY REPORT	
CITY OF LINDEN				
JULY 2025				
COMPLAINTS			TRAFFIC	
Larceny	1		Accidents	
M.D.O.P.	1		Property Damage	1
Juvenile Runaway	0		Injuries	0
Juvenile Offenses	6		Hit&Run	0
Assaults	0			
Breaking & Entering	0		Citations- Radar	16
Domestic Violence	2		Citations- Other	
			Passing	3
POLICE ASSISTS	To	From	Exp & Susp License	2
			Exp & Improper Plates	12
Argentine	11	2	No Proof of Insurance	11
Co. Sheriff	10	3	Seat Belts	0
MI State Police	0	0	O.U.I.L. (O.U.I.D.)	0
Fenton City	1	0	Disobey Traffic Signal	2
			Defective Equipment	0
			Warnings	69
RADIO CALLS-	114		-	
ALL OTHER ARRE	STS		NON TRAFFIC CITATIONS	
Warrants	5		Stolen Vehicle	0
Felony Arrests	6		Recovered Vehicle	0
Misdemeanor Arrests	10		Minors in Possession- Alcohol	0
Lodged In Co. Jail	5		Parking	0
_			Possession- Narcotics	0
			Reckless/Careless Driving	1
			Loud Music	0
			Ordinance Violation	3

BUSINESS CHECKS- 603 VACATION CHECKS- 9 MEDICALS- 11

> Chief of Police Scott D. Sutter

### City of Linden Police Department Code Enforcement

# CODE ENFORCEMENT Date: 7-6-25 Address: Silver Lake/Haystack Violation(s) Yes: or No: Comments/Action taken: Sign in right of way. Removed. Date: 7-7-25 Address: 301 Andrea Violation(s) Yes: or No: Comments/Action taken: Semi parked in road. Owner advised and they removed the truck.

ate: 7-14-25	Adress: 703 W. Broad	Violation(s) Yes:	or	No:
Comments/Action	taken: Solictor. Adivsed of ord	linance and left city.		

Date: 7-14-25	Address: 603 N. Bridge	Violation(s) Yes:	or	No:
Comments/Action	n taken: Junk in yard. Advised ow	ner of ordinance. Own	er is cl	eaning up the
yard. Will continu	ue to monitor.			

Date: 7-15-25	Address: Rolston/Bridge	Violation(s) Yes:	or	No:
Comments/Action t	taken: Sign in the right of way.	Removed.		

#### City of Linden Police Department Code Enforcement

DATE: 7-16-25	Address: Rolston/Ripley	Violation(s) Yes:	or No:
Comments/Action	n taken: Sign in the right of way.		
Date: 7-17-25	Address: Saddlebrook Sub.	Violation(s) Yes:	or No:
Comments/Action	n taken: Solicitor. Advised of the	ordinance and left the	city.
Date: 7-20-25	Address: 150 Chestnut	Violation(s) Yes:	or No:
Comments/Action	n taken: Vehicle parked on grass.	Spoke to the owner an	d they removed the
vehicle.			·
l			
Date: 7-22-25	Address: 373 Sweetbriar	Violation(s) Yes:	or No:
	n taken: Vehicle parked in the bac		
comments, Action	rtaken. Venicle parkea in the bac	Ryara. Navisca owner.	verneie was removed.
Date: 7-28-25	Address: Ripley/Rolston	Violation(s) Yes:	or No:
Comments/Action	n Taken: Sign in the right of way.	Removed.	

Police Page 2 8/21/2025

#### City of Linden Police Department Code Enforcement

Date: 7-29-25	Address: 708 Cherry	Violation(s): Yes: or No:
Comments/Actions T	aken: long grass. Owner advised.	, Mowed the next day.

#### **Chief's Notes**

We responded to a total of 28 calls for the month of July with 13 of them being EMS. Other calls consisted of 1 fire alarm, 3 lift assists, 3 odor investigation, 1 structure fire within the city, minor smoke damage and 7 assist for mutual aid.

We assisted Argentine Fire with 6 house fires in a span of a week, very unusual but all took a lot of work for our staff to extinguish them. This is pretty rare but we were ready when its slow or very busy, you just never can activity.

As always if you have any questions, you can call me directly or email 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- No report or repairs

#### **Fire Station**

No report

#### **Training**

We conducted 1 training session this month. We did warm water rescue training entering the mill pond with our wet suits and practiced safety and rescue operations. This training is similar to our ice rescue but warmer for our firefighters, which they like better. Either way we refreshed our skills to handle any calls in the water summer or winter time.

#### Personnel

Still no applicants even though I am constantly asking any potential residents if they would like to join us serving the community. I sent out a facebook ad recently with no response. We will continue to recruit to fill our aging staff for needs now and in the future.



# DEPARTMENT OF PUBLIC WORKS Memorandum

To: Ellen Glass, City Manager

From: Don Grice, Director of Public Works

Date: August 19, 2025

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 150 Miss Dig tickets throughout the community.
- Inspect sewer lift stations and sewer lines weekly.
- Dispense 3 tons of cold patch on surface roads.
- Loose Center work:
  - Daily cleaning (M-F).
  - o Assist with table and chair set ups.
- Review Loose Center addition and renovation project bids.
- Continue street sweeping program.
- Move speed sign bi-weekly for police department.
- Work with contractors to address second punch list for Lindenwood Project.
- Work with Genesee County to increase system water pressures.
- Work with contractor to get the emergency backup generator for the Byram Lake sewer lift station operational.
- Continued tree work in cemetery.
- Deliver lead and copper water sample results back to participating residents.
- Attend a headstone maintenance and repair seminar presented by Professor Henthorn from University of Michigan- Flint. Several DPW staff and a contingent of volunteers attended this training organized by LuAnn Easlick. Attendees were trained in the proper cleaning, maintenance, and repair of historic headstones.



• Continue working with contractor on W. Rolston Road Project.

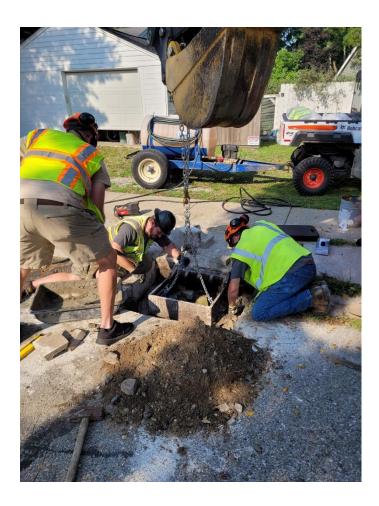


 Work with Genesee County Road Commission to complete a small ditch maintenance project on Ripley Road.





• DPW staff repaired a failed storm catch basin on East Street.



Respectfully submitted,

Don Grice



\_\_\_\_\_\_

To: Ellen Glass, City Manager

From: Tessa Sweeney, Director of Senior Services & Community Engagement

Date: August 19, 2025

Re: Loose Monthly Report to Council-August 2025

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

#### • Facility & Operations:

- Staff computers have been successfully migrated to the City's system and are now supported by City IT. Support from Visual Edge will end in the coming month, resulting in cost savings for the center.
- Phone services are in the process of being transitioned to the City's provider, with full transition expected next month. This change will provide additional cost savings.
- In the coming months, the center will also begin implementing the City's cash receipting process.

#### • Genesee County Senior Center Contracts:

- Genesee County Senior Center contracts remain on hold pending the County's budget and a review of senior millage funding by the Health and Human Services Commission.
- The center successfully completed its Genesee County contract audits this month.

#### Community Events:

- Adopt a Pet of Fenton will continue their fundraising efforts with a Puppy Yoga event on August 27.
- Genesee District Library will be hosting a Ventriloquist event on September 4,
   5:30 p.m.
- Loose Talent Show is Thursday, September 18, 5:00 p.m. -7:00 p.m.

#### Partnerships & Programs:

- Loose is continuing its collaboration with the Genesee District Library to bring a new speaker series from September through November.
- Loose is still seeking a new Medicare counselor to assist during the upcoming open enrollment period, as Ann Walker has requested to begin transitioning into retirement in a year.
- Linden Community Schools has expressed interest in partnering again for the annual student dinner in November.
- This fall, Loose will be one of three centers participating in a Digital Divide Study in partnership with University of Michigan

  —Flint and Grand Blanc High School students.

#### Travel:

 Recent trips included the State Capitol & Horrocks as well as a Detroit Tigers game, both with full participation. o Upcoming: Cranbrook and Kirk in the Hills – September 17 (7 spots remaining).

o Planning is underway for 2026 trips, with booking to begin in the new year.

Numbers: (10/1/2024-)

All visitors as of 7/31/2025: 1857

Linden/Argentine: 764 Gaines:46
Fenton City/Township: 666 Goodrich: 4
Flint: 46 Grand Blanc: 70
Flushing: 16 Swartz Creek: 93

Byron: 41 Holly: 49

Howell:11 Other Out of County: 35

Other in County: 16

#### **Upcoming Events:**

• Community Food: Thursday, September 25 3:30 pm-6:30pm

• Ventriloquist Richard Paul Variety Show: Thursday, September 4 at 6:30 (GDL)

• Cooking with Ming: Wednesday, September 10 (GDL)

• Talent Show: Thursday, September 18.

• Chili & Desser Cook off: Thursday, October 16 4:00 p.m.-6:00 p.m.

• All About Bees: Monday October 20 at 1:30 p.m.

Respectfully submitted,

Tessa Sweeney

Director of Senior Service & Community Engagement

А	В	С	D	Е	F	G	Н	ı	J	К	L	М	N	0	Р	Q	R	S	Т	U	V	W	Х
1						2024/2025 SEI	NIOR MI	LLAGE							Number of New	Senior Pa	articipar	nts During This A	ctivity Pe	riod:			60
2 MONTHLY ACTIVITY LOG Cumulative Duplicated Senior Participants:									25,871														
Senior Center Name: Loose Senior Center  Month: July 1 through July 31, 2025  Cumulative Number of Unduplicated Senior Participants Year to Date:									Date:		1499												
4 Socializ	ation Activiti	es	Education	n Activities	s	Health /	Activities		Nutrition	Activities		Transportati	on Activiti	es	Social S	Services		Outre	each		Volunteerisi	m/Plannin	ng
		# of			# of			# of			# of			# of			# of						# of
5 Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	Senior Persons	Activity Title	Activity Frequency	# of Units	Activity Title	Activity Frequency	Hours of Service
6 Bingo		1 23	3			Arthritis Exercise 10:30	6	133	Lunch	20	209				Alzheimers Support	1	4				Chorus		0
7 Bus Trip		1 47	Book Club			Arthritis Exercise	6	140	Food Pantry	14	260				Ask a Lawyer	4	7				Greeting Cards	21	2
7 Bus Hip		47	BOOK CIUD	'		9.15		140	Food Failtry	14	200				ASK a Lawyer	'	,					21	3
8 Euchre		7 117	Crochet/Knitting	4	1 12	Beginner Pickleball	4	25	Commodities	21	2	2			Battery Recycle	21	23				MMAP/MiCAFE	4	12
9 Euchre Tourname	ent	1 15	5			Beginner Line Dancing	4	45							Grief Support	2	9				Office Help	21	5
10 Garden Club	2	9 48	Happy Stampers	1	1 4	Blood Pressure	2	10							Secreatary of State	1	33				Special Events	4	14
11 Mahjong		4 41	Learn A Craft	1	10	Cardio/Aerobic	9	90							Library	21	146						
12 Newsletter	2	63	Loose Chorus	C	0	Chair Yoga	6	108							Loan Closet	21	23						
13 Office Visit	2	164	Painting	5	5 25	Gentle Flow Yoga	13	197							MMAP	3	5						
Out of County 14 Membership	2	0	Quilting	4	1 13	Meditation	1	4							Puzzles	21	78						
15 Pinochle		4 45	Wood Carving	3	3 15	Intermediate Line Dance	4	27							Veteran Support	1	5						
16 Pool Table	2	0 66				Massage	2	0															
16 Pool Table		00	)			Strength & Balance-	3	9															
17 Movie		1 14	l .			IVY	4	50															
18 Picnic		1 34	ı			Pickleball	5	26															
Junk in the Trunk 19 Registration		1 4	!			Strength & Balance	5	83															
20																							
04						M/-Iliin v Ci i		4-															
21						Walking Club	3	12															
22						Biking Bunch	4	32															
23						U of M Health	3	4															
24						Trifecta	1	16															
25						Hearing Screening	1																
Total Socialization	130	681	Total Education	19	90		84	1,014	Total Nutrition	55	471	Total Transportation	0	0	Total Social Services	93	333	Total Outreach	0	0	Total Volunteer/ Planning	50	34

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

<b>Education Programs</b>		Health Programs		Social Services
Level 2 (6) Level 3 (10)	•	Level 2 (10) Level 3 (14)	•	Level 2 (6) Level 3 (10)
Wood Carving		Arthritis Exercise Class 9:30		Alzhemier Support
Book Club		Arthritis Exercise Class 10:30		Ask a Lawyer
Crochet		Beginner Pickleball		Battery Recycle
Quilting		Beginner Line Dance		Grief Support
Knitting		Blood Pressure		Income Tax Preparation
Learn A Craft		Cardio/Aerobic		MiCAFE
Loose Chorus		Chair Yoga		Library
Painting		Gentle Flow Yoga		Veteran Support
		Walking Club		Loan Closet
		Intermediate Line Dance		Puzzles
		Massage		
		Meditation		
		Pickleball		

Strength & Balance

LINDEN PARKS & REC PRESENTS Thursday, Sept 11 @ 7-8:30PM Linden Eagles Valk Wooden Park Gazebo

## Owl Talk & Walk

