



**CITY OF LINDEN**

**CITY COUNCIL MEETING AGENDA**

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

Monday, June 23, 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**

**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 June 9, 2025
- (B) Application to Use Public Property – Linden Homecoming Parade: Friday, September 26, 2025
- (C) 2025 Tax Request L-4029
- (D) Resolution No. 13-25 Fiscal Year Budget Amendments
- (E) Financial Reports

**IX. UNFINISHED BUSINESS**

- (A) Linden Mill Pond Sidewalk Project
- (B) BS&A Cloud Service

**X. NEW BUSINESS**

- (A) Resolution No. 14-25 Approval of MDOT Agreement

**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

**XIV. COUNCIL COMMENTS & REPORTS**

**XV. CLOSED SESSION**

- (A) City Manager Review

**XVI. ADJOURNMENT**



**CITY OF LINDEN  
CITY COUNCIL MEETING**

**MONDAY, JUNE 9, 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 in memory of fallen police and fire.

**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; Scott Sutter, Chief of Police; Don Grice, Director of Public Works; Kristyn Kanyak, City Clerk; Michael Gildner, City Attorney

a. Excuse Absent Member(s)

None.

**SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CORRESPONDENCE**

a. Genesee County Board Appointment Opportunities

Armstrong acknowledged the Correspondence Item. Glass provided a brief overview.

**PUBLIC COMMENT**

Armstrong reviewed the public comment procedure.

Public comment on resident recognition for work down in cemetery; shared thoughts on ethics agenda item.

Public comment about events and activities of the American Legion, shared details and thanked community. Shared thoughts on recent street collection signage. Commented on recent weather, test sirens, but no city alert; also commented on blocked driveway.

Public comment on recent Priority Waste pick up experiences and inconsistency; reviewing contract; and referenced updated trash ordinance. Shared concerns with crosswalk by City Hall, referenced other crosswalk and requested city look at options.

Armstrong read a public comment received via email pertaining to speeding concern on West Broad; reasoning for Linden Postmaster request to move mailboxes to one side of the road; and commented on action to alleviate speeding; and city communication with Postmaster.

Armstrong closed public comment.

Glass addressed comments pertaining to: ethics agenda item; CivicPlus alert system purpose and alert types; suggested resident contact the Lions Club regarding signage. Grice addressed blocked driveway and confirmed requested action with resident commentor. Brief discussion with Howd and Staff regarding Genesee County Smart911 option. Glass addressed additional comments pertaining to: waste collection complaints; look into cross walk signage; clarified notice from Linden Postmaster; and will follow up on remaining comments.

#### **CONSENT AGENDA**

- a. City Council Meeting Minutes from May 12, 2025
- b. Parks and Recreation Vacancy Appointment
- c. Resolution No. 11-25 Establish Request for Funding for Category B Program (East Rolston)
- d. Resolution No. 12-25 Establish Request for Funding for Category B Program (Hickory)
- e. Financial Reports

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

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

**NAYS:** None

**ABSENT:** None

#### **DISCUSSION ITEMS**

- a. BS&A Cloud Service

Glass provided an overview of the topic and moving to cloud-based system; timing; reasoning; recent challenges with current system version; and clarified not an action item this evening.

Andrew Galvin, Genesee Conty Account manager for BS&A Software, shared a presentation on the BS&A Cloud based platform upgrade. Discussion between Galvin and Council regarding: good way to go and benefits; saving us in the long run given instances with server going down. Glass referenced quote scenarios, explained returning next meeting and next steps. Howd and Glass discussed the current security system; server replacement need; and back up for power loss.

Public comment asking about cost to restore date, Galvin addressed.

Public comment asking about cost, Glass and Galvin addressed.

b. Keeping Chickens Ordinance

Glass reviewed reasoning for agenda item; provided a brief overview of current ordinance and getting feedback and potential amendments. Hicks shared suggestions and reasoning for consideration of amendments pertaining to offset footage to 50 feet and no roosters.

Hicks, Councilors and Staff discussed potential amendments; shared resident feedback received; enclosure size and placement; maximum on chickens; egg quantities and demand; square footage and limit; requiring zoning permit; property line set back and containment; no roosters; coyote concerns.

Public comment asking if ordinance pertains to ducks, Hicks addressed.

Public comment about chicken feces removal, Hicks and Staff addressed.

Glass referenced current ordinance language; confirmed with Council will work with Zoning Administrator on requested language and best practices; 50 feet setback; ample containment square footage; maximum number of chickens; and not allowing roosters. Howd shared prevention measures against coyotes.

c. Ethics Ordinance Investigation

Gildner reviewed topic and timeline; explained addendum with Mayor's statement; Glass confirmed agenda packet was updated on website and shared with Council. Gildner referenced documents and recommendations included, Gildner reviewed potential actions by Council.

Simons shared statement of thoughts about ethics violation, residents pay for investigations; shared classes offered for Mayors; MML instructors and professional services; shared her experience being new on Council.

Motion by Howd, second by Simons to accept attorney's recommendations. Roll call. Motion carried 6-0, with 1 abstention.

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

**NAYS:** None

**ABSTAIN:** Armstrong

**ABSENT:** None

Brief discussion amongst Council, staff and Gildner regarding vote.

Public comment on Mayor's vote.

Gildner clarified the vote should reflect abstention on Mayor's part, Armstrong confirmed.

**CITY MANAGER'S REPORT**

Glass provided a verbal update on the following items:

- Fiscal Year wrap up

- Staff working on water quality report, utility bills and taxes
- Mill Update
- Recapped meeting with Historical Society and Library returning to the Mill
- Thanked all for Memorial Day help
- Grandparents' Day at Loose this Thursday

Grice provided an update on: the Lindenwood Project wrap up and tree replacement details; West Rolston Roa; over band crack fill program; and water changeover and pressure. Kanyak shared LAFF Pathway is seeking event volunteers shared contact information.

Howd and Grice discussed right of way distance. Link and Grice briefly discussed water pressure. Simons commented on Memorial Day and support LAFF pathway and event this weekend. Brief discussion regarding no council comments on Work Session agendas, staff clarified reasoning.

### **CLOSED SESSION**

- Attorney-Client Privilege Letter

Gildner confirmed with Kanyak the date and who the letter was from.

Motion by Howd, second by Hicks to go into closed session to discuss the Plunkett-Cooney letter. Roll call. Motion carried 7-0.

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

**NAYS:** None

**ABSENT:** None

Glass confirmed we will be moving rooms. City Council entered closed session at 7:35 p.m.

Motion by Dick, second by Miller to return to open session. Roll call. Motion carried 7-0.

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

**NAYS:** None

**ABSENT:** None

City Council returned to open session at 7:49 p.m.

### **ADJOURNMENT**

Motion by Armstrong, second by Miller to adjourn the meeting. Motion carried 7-0. The meeting was adjourned by Mayor Armstrong at 7:49 p.m.

Respectfully Submitted,

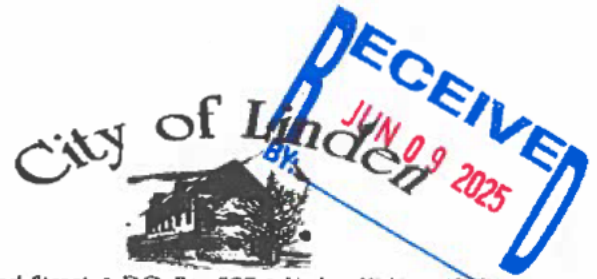
\_\_\_\_\_  
Kristyn Kanyak, City Clerk

Approved: \_\_\_\_\_



**APPLICATION/PERMIT TO USE PUBLIC  
PROPERTY, PUBLIC STREETS OR RIGHTS-  
OF-WAY**

*Your Approved form is your confirmation*



132 East Broad Street • P.O. Box 507 • Linden, Michigan 48451-0507  
Telephone: (810) 735-7980 • Fax: (810) 735-4793

**Notes to Applicants:** Application and all attachments must be received by the city at least 90 days prior to event.

**Name of Event:** Linden Homecoming Parade

Linden High School Student Council 6-05-2025  
(Name of Sponsoring Organization) (Date Submitted)

Rebecca Snyder and Meredith Barton Linden Community Schools  
(Name of Organization Representative in Charge of Event) (Tax Exempt Organization)

7201 Silver Lake Rd Linden Mi 48451 810-591-0410  
(Complete Mailing Address of Representative) Tel. No.

Description of Event: (List times of any unusual events, i.e. Fireworks display, etc.) Give as much information regarding nature of event as possible. Attach additional sheet(s)/maps. Parade through downtown Linden. Map included. On Silver Lake the floats will be the only vehicles to go to the high school instead of turning to return to Hyatt.

Date(s) of Event: September 26, 2025 Time of Event: (Begin) 4:45pm line up will begin at 3:50 pm on Stan Eaton  
(Each Day) (End) 6pm

Identify the **Public Property** that you are requesting to use: i.e. Streets, Parks, Parking Lots, etc. Start at Stan Eaton, S. Bridge Street, Broad Street, Hyatt Lane. The floats will continue down Broad Street to go to the high school. Map provided.

(Use extra sheet if necessary. \*Provide a map of all the areas you are requesting use of, showing placement of any temporary equipment/vehicles etc. and traffic pattern for vehicles, if applicable.)

Number of Volunteers or Workers you will supply 5-10

If Street Closure is Necessary - Time of Barricading (Each Day): (Begin) 4:30pm (End) approx 6pm

Streets to be Closed: Stan Eaton, S. Bridge Street, Broad Street, Hyatt Lane. The floats will continue down Broad Street to go to the high school. Map provided. Line-up will begin at 4pm and the parade will start at 4:45pm.

(See instructions on SPECIAL EVENT CHECKLIST – Identify those streets that will be closed - \*provide a map of the area indicating where barricades are to be placed)

- \*Map of area to be used to be submitted indicating locations of all areas being used. Locate all existing structures and proposed festivities. In case of parades, parade route to be shown on a street map of the area.
- Charges may be imposed where cleanup of area is not satisfactory.  
Charges may be imposed for use of utilities (water/electricity).
- Amount of liability insurance organization is required to furnish: \$                      (to be submitted with application.)  
**NOTE: CITY OF LINDEN TO BE LISTED AS AN ADDITIONAL INSURED**
- Hold Harmless Agreement to be submitted with application.
- Special Event Check List – Review and acknowledge receipt and compliance with same. (initial by applicant)

                                    . Return one copy with application; retain copy for your records.

*Groups, organizations, or promoters of events will be held liable for damage to any streets, parking lots, sidewalks, or other public property, and must fully cooperate with all City Departments. Failure to cooperate can lead to immediate revocation of permit issued by the City of Linden. I understand that, by law and policy, alcohol and controlled substances are forbidden on public property and smoking is not allowed in any building and that abuse of this may cause eviction and loss of usage.*

*I/We agree to and will abide by these conditions.*

Rebecca Snyder  
Applicant's Signature

6-01-2025  
Date

(To be determined by City Administration)

Approval/Comments by:

Chief of Police:

*[Signature]*

Date:

*6-16-25*

Conditions of Approval:

Fire Chief:

*[Signature]*

Date:

*6/10/25*

Conditions of Approval:

City Manager:

*[Signature] Ellen Glass*

Date:

*4/10/25*

Conditions of Approval:

Director of Public Works:

*[Signature] Don Bruce*

Date:

*6/10/25*

Conditions of Approval:

Certificate of Insurance Furnished: Yes/No

Copy of this approval/denial forwarded to:

Applicant	_____	Date	_____
Police Chief	_____	Date	_____
Fire Chief	_____	Date	_____
DPW	_____	Date	_____
Street File (if applicable)	_____	Date	_____



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### SPECIAL EVENT CHECKLIST

The following items need to be addressed by applicant when a Special Event is being planned within the City of Linden. Please place an "X" beside all items that are applicable to this request, indicate "N/A" beside those items that do not apply, return one copy with application, retain one copy for your records.

☒ Complete applicable application/permit form and submit to the City at least 90 days prior to event.

Include:

- Location map (drawing) of area being used showing set-up of all equipment, entrance and exit points, fencing and barricades, food and beverage booth, tents or trucks, handicap parking, entertainment locations (stage, bands, music), and any other pertinent information.
- Date(s) and Times of Event.
- Hold Harmless Agreement.
- Insurance Certificate listing City of Linden as an Additional Insured.

☐ File an Application for any additional Signage which will be requested.

☐ Food/Beverage being served? If yes, make necessary arrangements with Genesee County Health Department for

Required Permits. If alcohol will be served, list location(s).

☐ Additional Trash Receptacles required? If yes, must be arranged by the applicant.

☒ Barricades required? If yes, applicant is responsible to make request for specific location. Applicant must get clearance from Linden Schools Transportation Dept. if closure is on school days and prior to 5:00 p.m.

☒ Clean-Up of area to be responsibility of the applicant.

☐ Inflammables provided? List type and location.

☐ Porta-Johns requested? If yes, applicant is responsible for receipt and return of same. Must show on map (drawing) proposed location(s). Must provide handicap accessible restroom.

☐ Parking and Shuttles provided? Please describe.

☐ Electrical Power source required? If yes, responsibility of applicant to provide.

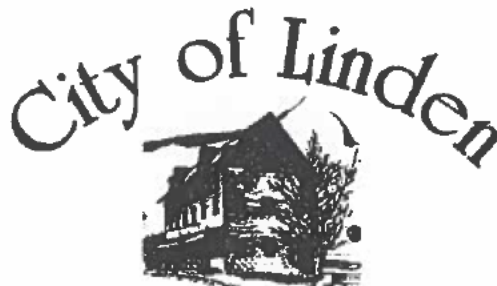
☐ Audio Equipment required? If yes, responsibility of applicant to arrange.

**Note:** The application may require the approval of the Police Chief and/or Fire Chief. Recommended that applicant meets with police chief to discuss security/parking.

Date: 6-01-25 Sponsor/Applicant Rebecca Sayer

Name of Event LHS Homecoming Parade Date of Event September 26, 2025





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**HOLD HARMLESS AGREEMENT**

FOR AND IN CONSIDERATION of the grant by the City of Linden to permit / allow

\*\*

\_\_\_\_\_Linden High School Homecoming Parade

as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the City of Linden and all of its officers, officials and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the City of Linden and/or its officers, officials, and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the City of Linden the undersigned.

\*\* Insert information regarding what the activity is, date(s), time, and areas that are affected (public sidewalks, streets, parking spaces, etc.).

Witnesses: (Two (2) witness signatures are required)  
(Print name beneath each signature)



\*Signature

\_\_\_\_Rebecca Snyder\_\_\_\_\_

Print Name

Linden Community Schools/teacher  
Organization and Title

\* If the project is related to obstructing the public right of way for work on private property, the signature must be that of the subject property owner or of the contractor performing the work.

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

Copy to: Applicant \_\_\_\_\_



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## **POLICY**

### **STREET CLOSURES OR WORK IN RIGHT-OF-WAY**

The following procedure will be utilized whenever an application is received for street closure or for work in the right-of-way not otherwise authorize.

1. Applicant must submit request to the City Council.
2. The City Council will set a date at which it will receive public comments on the request.
3. Applications will be referred to the City Manager for Staff input as well as comments from the Fire and Police Department. Notice will be given to property owners of City record adjacent to Street proposed for closure.
4. Applicant will include a map/description of the proposed area/event.
5. City Council will hear Staff, Citizens and Resident comments at the next Council meeting.
6. City Council will act on the application.

*Rebecca Snyder*



mapquest<sup>®</sup>Map of:  
Linden, MI

Notes

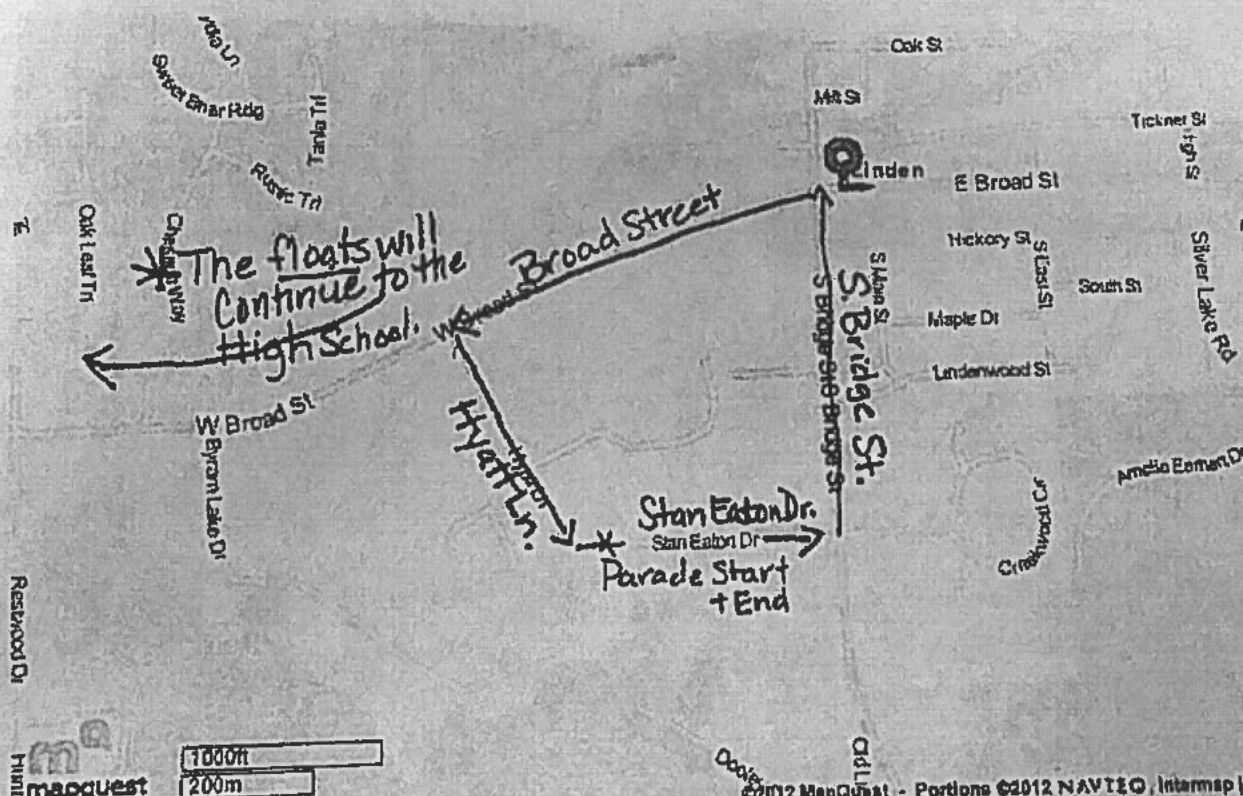
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# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

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**MEETING DATE:** June 23, 2025

**DEPARTMENT:** Treasurer

**To:** Mayor and City Council  
**From:** Brooke Card, City Treasurer  
**Submitted:** June 23, 2025  
**Subject:** Motion to Approve 2025 L-4029

### INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

In order for the City Treasurer to levy taxes on properties in the City of Linden, a form L-4029 must be prepared, approved and signed by the Mayor and the City Clerk. This form provides legal authority for the Treasurer to assess property taxes for the current tax year.

The maximum tax rates that can be levied under different authorities have to be re-adjusted by Headlee millage reduction fraction (MRF) MCLA 211.34d and with truth in assessing millage roll back fraction under MCL 211.34. The 2025 Millage Reduction Fraction is 0.9850, which resulted in a mandatory rollback of the previously reduced 2024 millage rates.

### STAFF RECOMMENDATION

The City Manager and the City Treasurer recommend that the City Council approve the 2025 L-4029 as presented.

### MOTION

Motion to approve the 2025 L-4029

SUPPORTING MATERIALS ATTACHED:

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

# 2025 Tax Rate Request (This form must be completed and submitted on or before September 30, 2025)

## MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>GENESEE</b>	2025 Taxable Value of ALL Properties in the Unit as of 05-27-2025 <b>160,210,816</b>
Local Government Unit Requesting Millage Levy <b>CITY OF LINDEN</b>	For LOCAL School Districts: 2025 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2025 Current Year "Headlee" Millage Reduction Fraction	(7) 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHARTER	OP	12/1/88	13.50	9.9077	.9850	9.7590	1.00	9.7590	9.7590		INDEF
EX VOTE	MOSQUITO	11/8/22	.3688	.3605	.9850	.3550	1.00	.3550	.3550		12/31/28
CHARTER	POLICE/FIRE	8/2/22	5.00	4.9595	.9850	4.8851	1.00	4.8851		4.8851	INDEF

Prepared by <b>BROOKE CARD</b>	Telephone Number <b>(810) 735-7980</b>	Title of Preparer <b>TREASURER</b>	Date
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name <b>KRISTYN KANYAK</b>	Date
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name <b>ELIZABETH ARMSTRONG</b>	Date
<input checked="" type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2025 for instructions on completing this section.**

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	





# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

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**MEETING DATE:** June 23, 2025

**DEPARTMENT:** Treasurer

**To:** Mayor and City Council  
**From:** Brooke Card, City Treasurer  
**Submitted:** June 23, 2025  
**Subject:** Budget Amendments FY 24/25

### INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

Budget amendments are necessary to ensure that the City's financial resources are allocated efficiently and responsibly to address unforeseen expenditures and newly identified priorities. These amendments are crucial for maintaining fiscal discipline, meeting legal obligations, and supporting essential city services. Below is a summary of the required budget amendments, detailing specific revenue and expenditure adjustments needed for the current fiscal year.

### Summary of Required Revenue & Expenditure Amendments

#### 1. City Council Legal Fees

- **Account:**101-101-826.000
- **Description:** City Council Legal Fees
- **Amount:** \$2,300
- **Explanation:** Increase in attorney services

#### 2. Assessing

- **Account:**101-257-808.000
- **Description:** Assessor Fees
- **Amount:** \$2,200
- **Explanation:** Assessor Fees increase approved in assessing agreement 8/26/2024

#### 3. General Government

- **Account:** 101-271-817.000
- **Description:** Consultant/Professional Services
- **Amount:** \$17,200
- **Explanation:** To cover Symphony Appraisal, Financial Consultant/audit prep, Lew Bender Strategic planning, Annual Financial Disclosure, Retiree Health Care Reports GASB 74 & 75

#### 4. General Government

- **Account:** 101-271-930.003
- **Description:** Office Equip. Maint/Support
- **Amount:** \$5,800
- **Explanation:** To cover the cost of Mass Notification and Sonic Wall Security Firewall

#### 5. Street Lighting

- **Account:** 101-448-926.000
- **Description:** Street Lighting
- **Amount:** \$8,500
- **Explanation:** To cover repairs to lamp posts located 208 N Bridge & 200 E Broad

#### 6. Solid Waste

- **Account:** 101-528-809.000
- **Description:** Solid Waste
- **Amount:** \$12,000
- **Explanation:** To cover approved Priority Waste contract cost

#### 7. Planning/Zoning

- **Account:** 101-701-817.000
- **Description:** Consultant Fees
- **Amount:** \$27,800
- **Explanation:** To cover Grant Expense for Housing Readiness. Grant revenue will be received once project is complete

#### 8. Planning/Zoning

- **Account:** 101-701-817.004
- **Description:** Consultant Fee HDC
- **Amount:** \$2,400
- **Explanation:** To cover Wade Trim HDC consultant services January-June

#### 9. Parks

- **Account:** 101-751-932.001
- **Description:** Parks
- **Amount:** \$8,500
- **Explanation:** To cover Concrete pad repairs to Eagles Wooden Park Pavilion

#### 10. Parks

- **Account:** 101-751-959.001
- **Description:** Parks-Grant Expense SRWTC
- **Amount:** \$15,000
- **Explanation:** To cover Grant Expense for Shiawassee River Water Trail Coalition. Grant reimbursement requests have been submitted.

#### 11. Operating Transfers

- **Account:** 101-965-995.205
- **Description:** Cont. to Public Safety
- **Amount:** \$65,000
- **Explanation:** To cover cost of Police Department health insurance and repairs to Fire Equipment

#### 12. Public Safety

- **Account:** 205-000-556.001
- **Description:** Grant-Police
- **Amount:** \$49,389
- **Explanation:** To recognize police grant revenue

#### 13. Public Safety

- **Account:** 205-000-699.101
- **Description:** Contribution from General Fund
- **Amount:** \$65,000
- **Explanation:** To recognize contribution from General Fund

#### 14. Public Safety-Police

- **Account:** 205-301-720.000
- **Description:** Employee Insurance
- **Amount:** \$50,000
- **Explanation:** To cover cost of health insurance for 2 additional full-time officers

#### 15. Public Safety-Police

- **Account:** 205-301-982.000
- **Description:** Equipment
- **Amount:** \$49,389
- **Explanation:** To cover cost of equipment purchased with grant.

#### 16. Public Safety- Fire

- **Account:** 205-336-930.000
- **Description:** Repairs & Equipment
- **Amount:** \$80,000
- **Explanation:** To cover cost of repairs to Engine 11 & Engine 12

#### 17. Public Employee Health Fund

- **Account:** 736-000-665.000
- **Description:** Interest on investments
- **Amount:** \$8,000
- **Explanation:** To recognize revenue earned from investments

**18. Public Employee Health Fund**

- **Account:** 736-000-699.101
- **Description:** Contribution From General Fund
- **Amount:** \$25,000
- **Explanation:** To recognize contribution from General Fund

**19. Public Employee Health Fund**

- **Account:** 736-000-699.205
- **Description:** Contribution From Public Safety-Police
- **Amount:** \$15,000
- **Explanation:** To recognize contribution from public safety police

**20. Public Employee Health Fund**

- **Account:** 736-000-720.001
- **Description:** Retiree Health Care
- **Amount:** \$48,000
- **Explanation:** To cover cost of retiree health care

These amendments reflect the City's commitment to responsive and responsible financial management. By addressing these necessary adjustments, we can ensure continued support for essential services, maintain operational integrity, and uphold our financial obligations.

STAFF RECOMMENDATION

I recommend that Council approve these budget amendments to align our financial plan with current needs and priorities.

MOTION

I move that the City Council approve Resolution no. 13-25

SUPPORTING MATERIALS ATTACHED:

I CONCUR: \_\_\_\_\_



ELLEN R. GLASS, CITY MANAGER

# CITY OF LINDEN

## RESOLUTION NO. 13-25

### A RESOLUTION AMENDING THE OPERATING AND CAPITAL BUDGET APPROPRIATION OF FUNDS FISCAL YEAR 2024-2025

At a regular meeting of the City of Linden City Council, Genesee County, Michigan, held in the Council Chambers at 201 N Main, Linden, MI 48451, on the 23rd day of June 2025 at 6:30 p.m.

WHEREAS, pursuant to the Uniform Budgeting and Accounting Act of 1968, as amended, the legislative body shall adopt a balanced budget including all supplemental appropriation approvals; and

WHEREAS, pursuant to the Uniform Budgeting and Accounting Act of 1968, as amended, a balanced budget is defined as estimated total expenditures including an accrued deficit shall not exceed estimated total revenues including a surplus; and

WHEREAS, the City Council has the sole authority to adopt and amend the budget;

NOW, THEREFORE BE IT RESOLVED, that the general appropriations of the City of Linden for the fiscal year beginning July 1, 2024 and ending June 30, 2025, complies with the balanced budget requirements and the following fund appropriations are therefore amended and approved as attached hereto:

	Revenues	Expenditures
<b>General Fund (Fund 101)</b>	-	166,700
<b>Public Safety Fund (Fund 205)</b>	114,389	179,389
<b>Downtown Development Fund (Fund 248)</b>	-	-
<b>Sewer Fund (Fund 590)</b>	-	-
<b>Water Fund (Fund 591)</b>	-	-
<b>Public Employee Health Fund (Fund 736)</b>	48,000	48,000

PASSED AND APPROVED BY the City Council of the City of Linden, Michigan on the 23rd day of June 2025.

\_\_\_\_\_  
Elizabeth Armstrong, Mayor

ATTEST:

\_\_\_\_\_  
Kristyn Kanyak, City Clerk



### **CERTIFICATION**

I do hereby certify that the foregoing resolution is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on June 23, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

---

Kristyn Kanyak, City Clerk

Attachment  
Draft Resolution xx-xx

Fiscal Year 2024-2025 Proposed Budget Amendments

<b>General Fund (Fund 101)</b>			
<b>Summary</b>			
	<u>Prior Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues	2,840,114	-	2,840,114
Expenditures:	2,342,065	166,700	2,508,765
<b>Excess Revenues/(Expenditures)</b>	<b>498,049</b>	<b>(166,700)</b>	<b>331,349</b>
<b>Beginning Fund Balance 6/30/2024</b>	<b>2,408,796</b>		<b>2,408,796</b>
<b>Ending Fund Balance (budget)</b>	<b>2,984,533</b>	<b>(166,700)</b>	<b>2,817,833</b>
<b>Detail</b>			
	<b>Increase</b>	<b>Decrease</b>	
<b>Revenue:</b>			
101-101-826.000 City Council-Legal Fees	2,300		
101-257-808.000 Assessing-Assessor Fees Increase with new contract approved 8/26/2024	2,200		
101-271-817.000 General Government-Consultant/Professional Services- Symphony Appraisal, Financial Consultant/Audit Prep, Strategic Plannin/Lew Bender, Annual Financial Disclosure, Retiree Health care reports GASB 74 & 75	17,200		
101-271-930.003 General Government- Office Equip. Maint/Support- Mass notification System, Sonic Wall Security Fire Wall	5,800		
101-448-926.000 Street Lighting- 200 E Broad repair, 208 N. Bridge repair	8,500		
101-528-809.000 Solid Waste- Increase from new contart	12,000		
101-701-817.000 Planning/Zoning- Consultant Fees Housing Readiness (Grant Expense)	27,800		
101-701-817.004 Planning/Zoning-Consultant Fees Historic District Commision	2,400		
101-751-932.001 Parks- Concrete Pad Repair Eagles Wooden Park	8,500		
101-751-959.001 Parks- Grant Expense SRWTC	15,000		
101-965-995.205 Operating Transfers- Cont to Public Safety	65,000		

	<b>Revenues</b>	<b>Expenditures</b>
General Fund (Fund 101)	-	166,700
Public Safety Fund (Fund 205)	114,389	179,389
Downtown Development Fund (Fund 248)	-	-
Sewer Fund (Fund 590)	-	-
Water Fund (Fund 591)	-	-
Public Employee Health Fund (Fund 736)	48,000	48,000

<b>Public Safety Fund #205</b>			
<b>Summary</b>			
	<u>Prior Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues	972,627	114,389	1,087,016
Expenditures:	1,084,810	179,389	1,264,199
<b>Excess Revenues/(Expenditures)</b>	<b>(112,183)</b>	<b>(65,000)</b>	<b>(177,183)</b>
<b>Beginning Fund Balance 6/30/2024</b>	<b>658,456</b>		<b>658,456</b>
<b>Ending Fund Balance (budget)</b>	<b>546,273</b>	<b>(65,000)</b>	<b>481,273</b>
<b>Detail</b>			
	<b>Increase</b>	<b>Decrease</b>	
<b>Revenue:</b>			
205-000-556.001 Grant-Police	49,389		
205-000-699.101 Contribution From General Fund	65,000		
<b>Expenditure:</b>			
205-301-720.000 Employee Insurance- 2 full time added	50,000		
205-301-982.000 Equipment- Equipment purchased with grant	49,389		
205-336-930.000 Repairs & Equipment- Engine 11 Repair, Engine 12 Repair	80,000		

<b>Public Employee Health Fund (Fund 736)</b>			
<b>Summary</b>			
	<u>Prior Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues	-	48,000	48,000
Expenditures:	-	48,000	48,000
<b>Excess Revenues/(Expenditures)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Detail</b>			
	<b>Increase</b>	<b>Decrease</b>	
<b>Revenue:</b>			
736-000-665.000 Interest on Investments	8,000		
736-000-699.101 Contribution From General Fund	25,000		
736-000-699.205 Contribution From Public Safety	15,000		
<b>Expenditure:</b>			
736-000-720.001 Retiree Health Care	48000		

06/17/2025 03:03 PM

User: JEN

DB: Linden

CHECK REGISTER FOR CITY OF LINDEN  
CHECK DATE FROM 06/04/2025 - 06/17/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank SBGEN STATE BANK (3140)						
06/06/2025	SBGEN	12961	0414	GENESEE VALLEY VAULT	FOUNDATIONS	1,807.60
06/06/2025	SBGEN	12962	0418	ACTION MUNICIPAL SUPPLY	FLAGS	283.00
06/06/2025	SBGEN	12963	0465	APM MOSQUITO CONTROL	PAYMENT (3 OF 5) MOSQUITO CONTROL	5,300.00
06/06/2025	SBGEN	12964	0645	MARTHA DONNELLY	RETIREE HEALTH REIMBURSEMENT JUNE 2025	417.36
06/06/2025	SBGEN	12966	0704	ALL N ONE LAWN CARE SERVICE	LAWN CARE MAY 2025	7,220.00
06/06/2025	SBGEN	12967	1072	MICHIGAN LANDSCAPE SUPPLY CO	CEDAR MULCH & GRASS SEED	230.00
06/06/2025	SBGEN	12968	1080	XTREME SHREDS	SHREDDING SERVICE	55.00
06/06/2025	SBGEN	12969	1117	CHAMPS CLEANERS	UNIFORM CLEANING POLICE	145.00
06/06/2025	SBGEN	12970	1139	SHINE OF FENTON	EXTERIOR & INTERIOR WINDOWS 6.3.25	100.00
06/06/2025	SBGEN	12971	1145	DANIELLE SCHULTZ	REFUND DEPOSIT EAGLES PARK RENTAL 5.31.2	100.00
06/06/2025	SBGEN	12972	1186	USABLUEBOOK	REPLACEMENT TEST TUBES	834.49
06/06/2025	SBGEN	12973	1261	MACQUEEN	COVER PLATE AND REELS	1,289.24
06/06/2025	SBGEN	12974	1272	INNER CITY CONTRACTING LLC	PAY APP #6 LINDENWOOD PROJECT	275,260.51
06/06/2025	SBGEN	12975	1350	MELISSA IVES	REFUND LCC RENTAL DEPOSIT 6.1.2025	200.00
06/06/2025	SBGEN	12976	1351	KEIZER-MORRIS INTERNATIONAL	HOTBOX DUMP TRAILER	32,778.75
06/06/2025	SBGEN	12977	DUBUC	EDWARD DUBUC	RETIREE HEALTH REIMBURSEMENT MAY 2025	796.00
06/06/2025	SBGEN	12978	EJUSA	EJ USA INC	TEE GASKETS	846.69
06/06/2025	SBGEN	12979	FRONTIER	FRONTIER	ARSENIC TREATMENT PLANT 5.16.25-6.15.25	150.79
06/06/2025	SBGEN	12980	GCGC	GCGC	GCGC SUMMER MEETING X2 CLERKS	30.00
06/06/2025	SBGEN	12981	US BANK	US BANK	BOND ISSUANCE ROLSTON RD 5.1.25-4.30.26	500.00
06/06/2025	SBGEN	12982	VERIZON	VERIZON WIRELESS-JP	DPW JET PACKS 4.24.25-5.23.25	120.03
06/06/2025	SBGEN	12983	VERIZPHONE	VERIZON WIRELESS	PHONE USE 4.24.25-5.23.25	1,289.39
06/13/2025	SBGEN	12984	0025	CONSUMERS ENERGY	GAS/ELECTRIC MAY 2025	8,340.39
06/13/2025	SBGEN	12985	0054	GENESEE CO. TREASURER	TRAILER PARK FEES JUNE 2025	695.00
06/13/2025	SBGEN	12986	0106	ROWE PROFESSIONAL SERVICES	LINDEN WATER SYSTEM MAP MARCH 2024	13,305.00
06/13/2025	SBGEN	12987	0213	CITY OF FENTON	WATER TESTING	75.00
06/13/2025	SBGEN	12988	0414	GENESEE VALLEY VAULT	GRAVE OPENINGS: FAULDS, PALO, & HALL	650.00
06/13/2025	SBGEN	12989	1015	REBECCA VANDRIESSCHE	RETIREE HEALTH REIMBURSEMENT JUNE 2025	595.98
06/13/2025	SBGEN	12990	1039	OPERATIONS SERVICES	DRINKING WATER OPERATIONS MAY 2025	1,770.00
06/13/2025	SBGEN	12991	1252	HYDROCOPR	CROSS CONNECTION PROGRAM MAY 2025	2,200.25
06/13/2025	SBGEN	12992	1267	MID TOWN ACQUISITION LLC	GAS/DIESEL MAY 2025	2,536.10
06/13/2025	SBGEN	12993	1348	DINGES FIRE COMPANY	GUARDIAN ANGEL DEVICE & CLIP	811.31
06/13/2025	SBGEN	12994	1353	JEREMY WILLIAMS	PAYROLL REIMBURSEMENT	10.34
06/13/2025	SBGEN	12995	906	VC3, INC	MONTHLY SUPPORT MAY 2025	1,511.70
06/13/2025	SBGEN	12996	ACE HARDW	ACE HARDWARE	DEPARTMENT CHARGES	316.18
06/13/2025	SBGEN	12997	LETTSJ	JAMES LETTS	RETIREE HEALTH REIMBURSEMENT JUNE 2025	228.00
06/13/2025	SBGEN	12998	SONITROL	SONITROL TRI-COUNTY	WATER TREATMENT PLANT ALARM 7.1.25-9.30.	387.51
06/13/2025	SBGEN	12999	ULINE	ULINE	STAKE FLAGS, BOLLARD SLEEVE, PARKING STO	714.98
06/13/2025	SBGEN	13000	VIEW	VIEW NEWSPAPERS	PUBLICATIONS FISCAL BUDGET/PLANNING	432.00
06/13/2025	SBGEN	13001	WILL	BRIAN WILL	REISSUE CK# 12960 MILEAGE	87.50
06/13/2025	SBGEN	13002	XEROX CORP	XEROX CORPORATION	COPIER USAGE 4.21.25-5.21.25	422.19

## SBGEN TOTALS:

Total of 41 Checks:

364,843.28

Less 0 Void Checks:

0.00

Total of 41 Disbursements:

364,843.28

TOTAL: \$364,843.28



# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

**MEETING DATE: JUNE 23, 2025**

**DEPARTMENT: DPW**

**To:** Mayor and City Council  
**From:** Ellen R. Glass, City Manager; Don Grice, Public Works Director  
**Submitted:** June 18, 2025  
**Subject:** Motion to Approve and Award the Linden Mill Pond Sidewalk Project

### INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

As Council is aware, the Mill Pond Sidewalk across the dam has been in a state of deterioration for many years. In addition to being an eyesore, broken and heaving sidewalk sections, and deteriorating brick pavers have created trip hazards in multiple locations along the Sidewalk between Tickner and Mill Street. DPW staff has attempted to reduce the hazards by arranging sidewalk grinding and brick paver replacements, but the deterioration continues at a rapid rate.

Because of the significance of this sidewalk, the DDA Board and City Council instructed staff to work with ROWE Professional Services to design and arrange for the replacement of the sidewalk in a timely manner. To provide flexibility on appearance and funding, three different pathway designs were created. The first and most basic design is for a brushed finished concrete replacement from Mill Street to Tickner Street. The second is for a full width dyed stamped concrete sidewalk, and the third option is for a dyed and stamped soldier course sidewalk.

On April 9, 2025, the City of Linden Posted a solicitation for the Mill Pond Sidewalk Replacement Project to over 520 vendors through the BidNet (MITN) Purchasing Group website. On April 29, 2025, the City of Linden received eight (8) bids for the project. Great Lakes Concrete & Paving is the low bidder. The bidder information is below.

Company	Basic Design	Alternate A (Full Stamp)	Alternate B (Solider Course)
Great Lakes Concrete	\$55,220.50	\$94,154.50	\$108,059.50
MDT Construction	\$61,542.35	\$134,311.85	\$111,646.70
Merlo Construction	\$67,266.00	\$104,346.00	\$150,696.00
BKJ Construction	\$70,667.00	\$117,017.00	\$117,017.00
Curbco Inc.	\$93,661.05	\$112,942.65	\$116,928.75
Kennedy Excavating Inc.	\$100,539.40	\$146,333.20	\$167,978.65
Waldorf & Sons Inc.	\$112,297.00	\$144,742.00	\$158,647.00
Green Tech Systems, LLC	\$131,820.00	\$252,330.00	\$284,775.00

### STAFF RECOMMENDATION

For several years, various staff with the City of Linden have pursued multiple grant opportunities seeking funding assistance for the project. Despite those efforts, supplemental funding has remained elusive. The Mill Pond Sidewalk continues to deteriorate at a rapid pace which is creating aesthetic and useability issues. At the May 22, 2025, DDA meeting, the Board approved funding in the amount of

\$75,000, in hopes of receiving additional funding sufficient to pursue Alternate A, the stamped concrete version of the walkway. On June 2, 2025, the City Manager successfully secured a donation commitment sufficient to cover the shortfall in funding from private donors.

Now that funding has been acquired, staff recommends the replacement of the Mill Pond Sidewalk and the approval of the project.

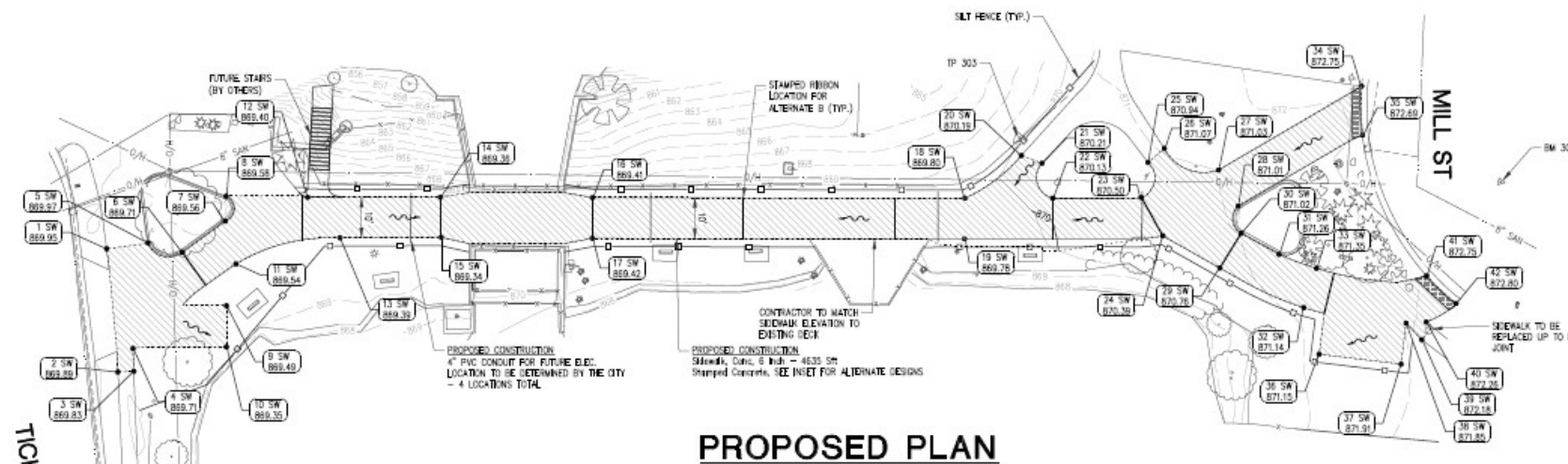
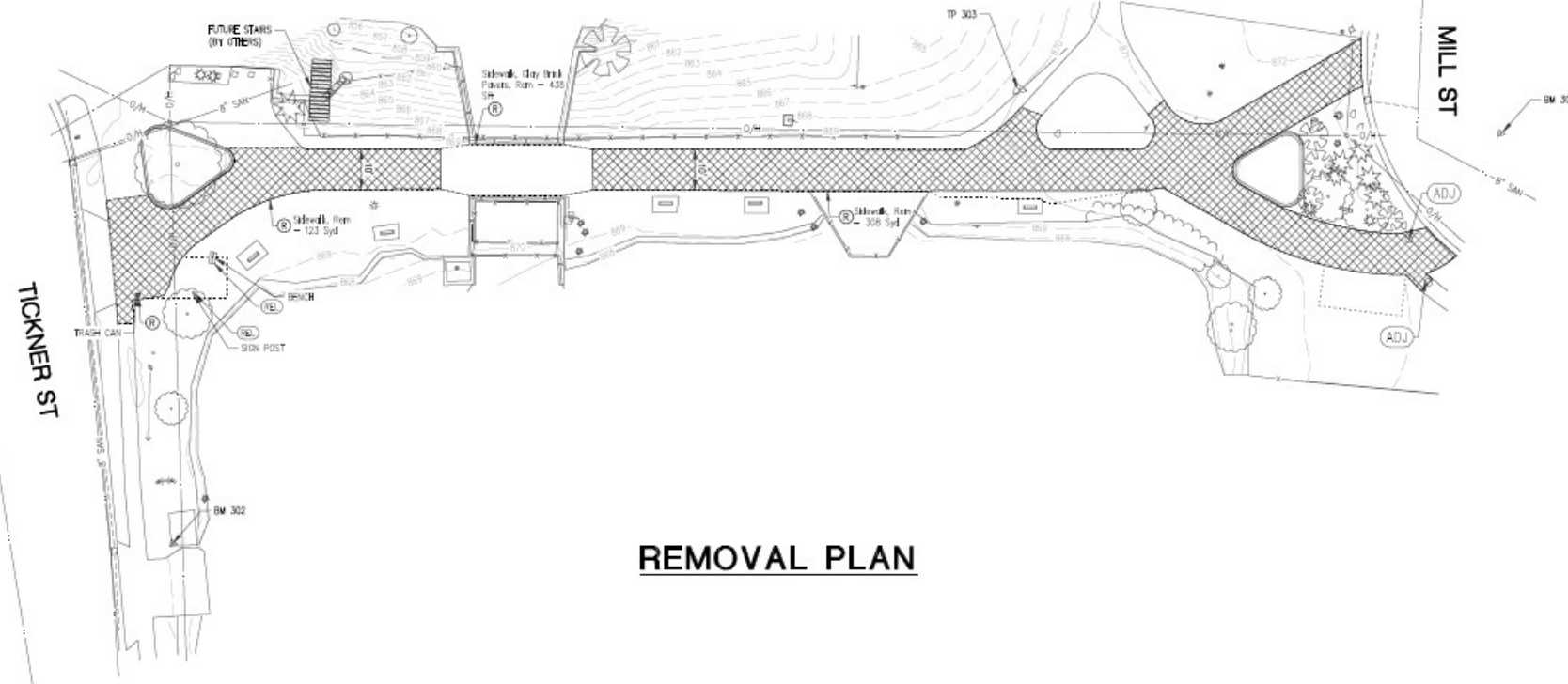
MOTION

Move to approve the Linden Mill Pond Sidewalk Project, Alternate A, stamped concrete, and award the contract to Great Lakes Concrete, in the amount of \$94,154.50.

SUPPORTING MATERIALS ATTACHED:

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





GRADING TABLE				
POINT	ELEVATION	DESCRIPTION	NORTHING	EASTING
1	SW=889.95	WATCH EJECT.	479857.53	13280513.75
2	SW=889.89	WATCH EJECT.	479865.89	13280542.61
3	SW=889.83	WATCH EJECT.	479869.46	13280541.82
4	SW=889.71		479868.24	13280536.36
5	SW=889.97	WATCH EJECT.	479867.10	13280530.56
6	SW=889.71		479875.71	13280511.28
7	SW=889.58		479884.56	13280505.94
8	SW=889.58	WATCH EJECT.	479883.56	13280495.56
9	SW=889.48		479888.80	13280522.02
10	SW=889.35		479890.44	13280532.83
11	SW=889.54		479889.00	13280511.69
12	SW=889.40		480003.13	13280482.56
13	SW=889.38		480002.80	13280500.82

GRADING TABLE				
POINT	ELEVATION	DESCRIPTION	NORTHING	EASTING
14	SW+009.36		4800334.76	132004085.70
15	SW+009.34		4800336.74	132004096.23
16	SW+009.41		4800271.01	132004080.07
17	SW+009.42		4800272.76	132004089.75
18	SW+009.60		4801567.73	13200463.66
19	SW+009.78		4801651.45	13200473.36
20	SW+070.19	WATCH POINT	480171.29	13200450.96
21	SW+070.21	WATCH POINT	480176.53	13200451.91
22	SW+070.13		480180.71	13200450.74
23	SW+070.50		4801201.72	13200455.64
24	SW+070.39		480208.55	13200463.85
25	SW+070.94	WATCH POINT	480201.76	13200446.99
26	SW+071.07	WATCH POINT	480205.03	13200442.94

GRADING TABLE				
POINT	ELEVATION	DESCRIPTION	NORTHING	EASTING
27	SW=671.03		480226.92	13280455.42
28	SW=671.01		480225.16	13280454.42
29	SW=670.76		480223.57	13280468.98
30	SW=671.02		480227.11	13280459.77
31	SW=671.26		480237.08	13280463.11
32	SW=671.14		480245.33	13280474.70
33	SW=671.35		480246.99	13280464.78
34	SW=672.75	WATCH EXIST.	480249.26	13280419.57
35	SW=672.69	WATCH EXIST.	480251.67	13280430.96
36	SW=671.15		480251.07	13280485.12
37	SW=671.91		480271.03	13280483.86
38	SW=671.85		480270.39	13280473.88
39	SW=672.18	WATCH EXIST.	480274.86	13280477.10


GRADING TABLE				
POINT	ELEVATION	DESCRIPTION	NORTHING	EASTING
40	SW=872.26		480275.11	13280472.68
41	SW=872.75	WATER EXIST.	480273.19	13280461.70
42	SW=872.80	WATER EXIST.	480281.30	13280466.95

**GRADING LEGEND**  
 RO - RAMP OPENING  
 SW - TOP OF SIDEWALK  
 ~~~~~ FLOW DIRECTION


| REMOVAL QUANTITIES                    |          |       |
|---------------------------------------|----------|-------|
| DESCRIPTION                           | QUANTITY | UNITS |
| Sidewalk, Rem                         | 431      | Syd   |
| Sidewalk, Clay Brick Pavers, Rem      | 438      | Sft   |
| Sanitary Structure Cover, Adj, Case 1 | 2        | Ea    |

| PROPOSED QUANTITIES         |          |       |
|-----------------------------|----------|-------|
| DESCRIPTION                 | QUANTITY | UNITS |
| Erosion Control, Silt Fence | 483      | Ft    |
| Detectable Warning Surface  | 24       | Ft    |
| Sidewalk, Conc, 6 inch      | 4635     | Sft   |
| Conduit, 4 inch             | 48       | Ft    |

**INSET - ALTERNATE SIDEWALK OPTIONS**  
 ALTERNATE A - STAMPED HERRINGBONE  
 OLD BRICK FULL WIDTH



**ALTERNATE B - STAMPED BRICK  
 SOLID COURSE**



STAMPED RIBBON  
 (SEE PLAN SHEET FOR  
 APPROXIMATE LOCATIONS)

\*ALL STAMPED COLORS SHOULD BE INTEGRAL AND HAVE A CHARCOAL  
 RELEASE TO PROVIDE DEPTH AND AGE TO THE APPEARANCE.

[illegible]

REV: \_\_\_\_\_

SHT# **4** OF **4**

JOB No: 2500044

PREPARED FOR

**CITY OF LINDEN, MI**

**MILL POND SIDEWALK RECONSTRUCTION**

REMOVAL & PLAN SHEET



**THE ROWE BUILDING**  
540 S. Saginaw St., Suite 200  
Flint, MI 48502

**ROWE PROFESSIONAL SERVICES COMPANY**

O: (810) 341-7500  
www.rowepsc.com

PLAN DATE: MARCH 2025

PROJECT MGR: DER

REVIEWER: RDB

SCALE: 1"=20'

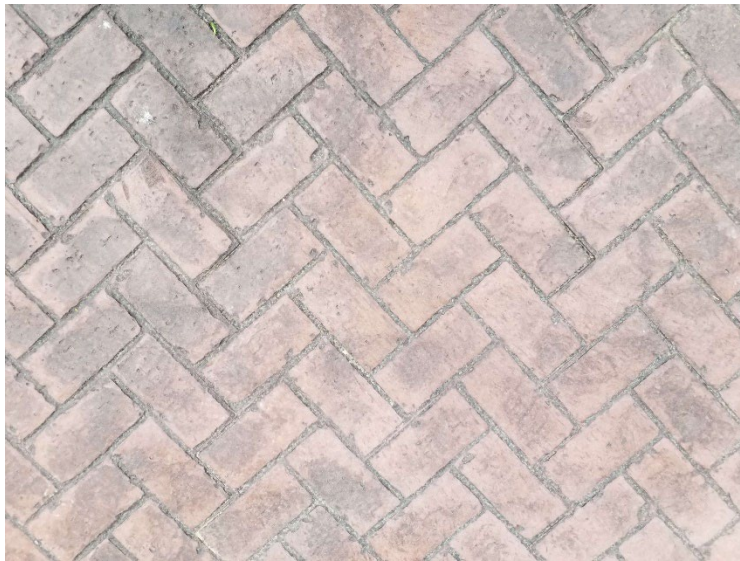


## OPTIONAL DESIGN STYLES

Base Bid- Brushed Concrete



Alternate A- Stamped Concrete



Alternate B- Solider Course



Proposal for:  
City of Linden, Genesee County MI  
April 23, 2025  
Quoted by: Andrew Galvin

Software and Services for BS&A Cloud Upgrade



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*



# Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

| Upgrade - Cloud Modules          |          |             |
|----------------------------------|----------|-------------|
| <b>Financial Management</b>      |          |             |
| GL-General Ledger                |          | \$2,285.00  |
| AP-Account Payable               |          | \$1,885.00  |
| CR-Cash Receipting               |          | \$2,050.00  |
|                                  | Total    | \$6,220.00  |
| <b>Personnel Management</b>      |          |             |
| PR-Payroll                       |          | \$3,110.00  |
| TS-Timesheets                    |          | \$1,405.00  |
|                                  | Total    | \$4,515.00  |
| <b>Community Development</b>     |          |             |
| BD-Building Department           |          | \$3,685.00  |
|                                  | Total    | \$3,685.00  |
| <b>Property</b>                  |          |             |
| ASG-Assessing                    |          | \$2,935.00  |
| TX-Tax                           |          | \$2,210.00  |
| DPP-Delinquent Personal Property |          | \$665.00    |
| SPAS-Special Assessments         |          | \$900.00    |
|                                  | Total    | \$6,710.00  |
| <b>Utility Billing</b>           |          |             |
| UB-Utility Billing               |          | \$2,035.00  |
|                                  | Total    | \$2,035.00  |
|                                  | Subtotal | \$23,165.00 |

**BS&A Online** - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay  
With use of integrated Credit Card Processor

## Upgrade Implementation

### Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

**\$36,600.00**



Cost Totals

|                                     |          |             |
|-------------------------------------|----------|-------------|
| Upgrade Modules – <i>Annual Fee</i> | Subtotal | \$23,165.00 |
| Upgrade Implementation              | Subtotal | \$36,600.00 |

---

|                       |                    |
|-----------------------|--------------------|
| <b>Total Proposed</b> | <b>\$59,765.00</b> |
|-----------------------|--------------------|

*Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.*



# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

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**MEETING DATE:** JUNE 23, 2025

**AGENDA TOPIC:** Resolution No. 14-25 APPROVAL  
OF MDOT AGREEMENT

**To:** Mayor and City Council

**From:** Ellen Glass, City Manager

**Submitted:** June 20, 2025

**Subject:** Resolution No. 14-25 Approval of Michigan Department of Transportation Grant Agreement

### INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

This project is federally funded, and the funds have already been obligated for the project. To receive the grant funds, the City must approve an agreement with the Michigan Department of Transportation (MDOT), who is responsible for administering the grant funds.

Enclosed is the agreement, as well as a Resolution which will be required to be certified and provided, should the agreement meet your approval. Upon receipt of approval, City Staff will provide to MDOT the signed agreement and Resolution. The Resolution approves the contract and authorizes the City Manager and Director of Public Works to sign the agreement with the Michigan Department of Transportation necessary for the enhancements of Hyatt Lane, enhancement pertaining to the Safe Routes To School Project.

### STAFF RECOMMENDATION

I recommend City Council approves Resolution No. 14-25 A Resolution Approving the Agreement with the Michigan Department of Transportation for the Performance of Preliminary Engineering and Necessary Related Work Pertaining to the Enhancement of Hyatt Lane.

### MOTION

City Council moves to approve Resolution No. 14-25 A Resolution Approving the Agreement with the Michigan Department of Transportation for the Performance of Preliminary Engineering and Necessary Related Work Pertaining to the Enhancement of Hyatt Lane.

SUPPORTING MATERIALS ATTACHED:

I CONCUR: Ellen R. Glass

ELLEN R. GLASS, CITY MANAGER

**CITY OF LINDEN**

**RESOLUTION NO. 14-25**

**A RESOLUTION APPROVING THE AGREEMENT WITH THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE PERFORMANCE OF  
PRELIMINARY ENGINEERING AND NECESSARY RELATED WORK  
PERTAINING TO THE ENHANCEMENT OF HYATT LANE**

At a regular meeting of the City Council of the City of Linden (the "City"), held on Monday, June 23, 2025, at 6:30 p.m., Eastern Daylight Time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

**WHEREAS** the City of Linden is dedicated to the enhancement of Hyatt Lane, for concrete sidewalks along Hyatt Lane, on the west side from Broad Street southerly to the existing crosswalk to school property at Pine Valley Street and on the east side from the existing 10 foot shared use path south of Broad Street southerly to concrete sidewalk on school property; hot mix asphalt shared use path along the north side of Stan Eaton Drive from South Bridge Street easterly to Hyatt Elementary School east drive, and along Hyatt Elementary School east drive from Stan Eaton Drive northerly and westerly approximately to existing concrete sidewalk; including earthwork, subbase and aggregate base, storm sewer, concrete curb and gutter, curb ramps, rectangular rapid flashing beacons, permanent signing and pavement markings; and all together with necessary related work, within the City of Linden;

**WHEREAS** to receive the grant funds the City must approve an agreement with the Michigan Department of Transportation, who is responsible for administering the grant funds;

**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, Ellen Glass and the Director of Public Works, Don Grice, to sign Contract No. 25-5291, the agreement with the Michigan Department of Transportation necessary for the Hyatt Lane Project.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of June, 2025, by the City Council of the City of Linden, Michigan.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Elizabeth Armstrong, Mayor

ATTEST:

\_\_\_\_\_  
Kristyn Kanyak, City Clerk

**CERTIFICATION**

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regular meeting held on June 23, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

\_\_\_\_\_  
Kristyn Kanyak, City Clerk

TAP

DA

|                 |                                                         |
|-----------------|---------------------------------------------------------|
| Control Section | TA 25000                                                |
| Job Number      | 218661CON                                               |
| Project         | 25A0634                                                 |
| CFDA No.        | 20.205 (Highway<br>Research Planning &<br>Construction) |
| Contract No.    | 25-5291                                                 |

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF LINDEN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Linden, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 30, 2025, attached hereto and made a part hereof:

### PART A – FEDERAL PARTICIPATION

Concrete sidewalks along Hyatt Lane, on the west side from Broad Street southerly to the existing crosswalk to school property at Pine Valley Street and on the east side from the existing 10 foot shared use path approximately 325 feet south of Broad Street southerly approximately 645 feet to concrete sidewalk on school property; hot mix asphalt shared use path along the north side of Stan Eaton Drive from South Bridge Street easterly approximately 800 feet to Hyatt Elementary School east drive, and along Hyatt Elementary School east drive from Stan Eaton Drive northerly and westerly approximately 600 feet to existing concrete sidewalk; including earthwork, subbase and aggregate base, storm sewer, concrete curb and gutter, curb ramps, rectangular rapid flashing beacons, permanent signing and pavement markings; and all together with necessary related work.

### PART B – NO FEDERAL PARTICIPATION

Audio-visual survey along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

#### TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
  - A. At no cost to the PROJECT
    - (1) Design or cause to be designed the plans for the PROJECT.
    - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
    - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
  - B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
  - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$401,665 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Federal toll credits shall be applied to the balance of the PART A portion of the PROJECT COST such that the Federal toll credits in combination with Federal Transportation Alternatives Program Funds shall equal an amount not to exceed \$401,665 of those PART A portion of the PROJECT COSTS eligible for participation with such funds. Federal toll credits are limited to \$72,902.20.

The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds and Federal toll credits, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

## PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I)



of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF LINDEN

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



May 30, 2025

EXHIBIT I

|                 |           |
|-----------------|-----------|
| CONTROL SECTION | TA 25000  |
| JOB NUMBER      | 218661CON |
| PROJECT         | 25A0634   |

ESTIMATED COST

CONTRACTED WORK

|                | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$447,107     | \$ 2,000      | \$449,107    |

COST PARTICIPATION

|                                    |                  |             |                  |
|------------------------------------|------------------|-------------|------------------|
| GRAND TOTAL ESTIMATED COST         | \$447,107        | \$ 2,000    | \$449,107        |
| Less Federal Funds*                | <u>\$401,665</u> | <u>\$ 0</u> | <u>\$401,665</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 45,442        | \$ 2,000    | \$ 47,442        |

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.



## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.



4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

POLICE DEPARTMENT MONTHLY ACTIVITY REPORT  
CITY OF LINDEN  
May, 2025

COMPLAINTS

|                     |    |
|---------------------|----|
| Larceny             | 0  |
| M.D.O.P.            | 0  |
| Juvenile Runaway    | 0  |
| Juvenile Contacts   | 11 |
| Assaults            | 0  |
| Breaking & Entering | 0  |
| Domestic Violence   | 0  |

POLICE ASSISTS      To      From

|                 |    |   |
|-----------------|----|---|
| Argentine       | 4  | 3 |
| Co. Sheriff     | 10 | 4 |
| MI State Police | 0  | 0 |
| Fenton City     | 0  | 0 |

RADIO CALLS-      94

ALL OTHER ARRESTS

|                     |   |
|---------------------|---|
| Warrants            | 3 |
| Felony Arrests      | 2 |
| Misdemeanor Arrests | 5 |
| Lodged In Co. Jail  | 2 |

Business Checks- 677  
Vacation Checks- 3  
Medical Assists- 20

TRAFFIC

Accidents

|                 |   |
|-----------------|---|
| Property Damage | 1 |
| Injuries        | 0 |
| Hit&Run         | 1 |

Citations- Radar      8

Citations- Other

|                        |    |
|------------------------|----|
| Passing                | 0  |
| Exp & Susp License     | 1  |
| Exp & Improper Plates  | 15 |
| No Proof of Insurance  | 13 |
| Seat Belts             | 0  |
| O.U.I.L. (O.U.I.D.)    | 1  |
| Disobey Traffic Signal | 2  |
| Defective Equipment    | 0  |
| Warnings               | 70 |

NON TRAFFIC CITATIONS

|                               |   |
|-------------------------------|---|
| Stolen Vehicle                | 0 |
| Recovered Vehicle             | 0 |
| Minors in Possession- Alcohol | 0 |
| Parking                       | 0 |
| Possession- Narcotics         | 0 |
| Reckless/Careless Driving     | 0 |
| Loud Music                    | 1 |
| Ordinance Violation           | 3 |

Chief of Police  
Scott D. Sutter

City of Linden Police Department

Code Enforcement

**CODE ENFORCEMENT**

|              |                       |                                    |
|--------------|-----------------------|------------------------------------|
| Date: 5-1-25 | Address: Andrea/Laura | Violation(s) Yes:      or      No: |
|--------------|-----------------------|------------------------------------|

Comments/Action taken: check for illegal dumping, had DPW removed a few items, unable to located suspect. Officers will cruiser check the area.

|             |                       |                                    |
|-------------|-----------------------|------------------------------------|
| Date:5-2-25 | Address: 714 Haystack | Violation(s) Yes:      or      No: |
|-------------|-----------------------|------------------------------------|

Comments/Action taken: sign in the right of way. Officer moved the sign.

|              |                         |                                    |
|--------------|-------------------------|------------------------------------|
| Date: 5-7-25 | Address: Rolston/Bridge | Violation(s) Yes:      or      No: |
|--------------|-------------------------|------------------------------------|

Comments/Action taken: sign in right of way. Removed sign.

|              |                      |                                    |
|--------------|----------------------|------------------------------------|
| Date: 5-9-25 | Address: 525 Hickory | Violation(s) Yes:      or      No: |
|--------------|----------------------|------------------------------------|

Comments/Action taken: Car parked on lawn. Owner removed the vehicle.

|              |                       |                                    |
|--------------|-----------------------|------------------------------------|
| Date: 5-9-25 | Address: 743 W. Broad | Violation(s) Yes:      or      No: |
|--------------|-----------------------|------------------------------------|

Comments/Action taken: Garbage can left out beyond time limit. Complaint unfounded, there were no trash cans.

City of Linden Police Department  
Code Enforcement

|                                                                        |                         |                                    |
|------------------------------------------------------------------------|-------------------------|------------------------------------|
| DATE: 5-10-25                                                          | Address: Bridge/Hickory | Violation(s) Yes:      or      No: |
| Comments/Action taken: dog off leash. Advised owner of the leash laws. |                         |                                    |

|                                                                |                             |                                    |
|----------------------------------------------------------------|-----------------------------|------------------------------------|
| Date: 5-11-25                                                  | Address: Silver Lake/Ripley | Violation(s) Yes:      or      No: |
| Comments/Action taken: Sign in the right of way. Removed sign. |                             |                                    |

|                                                                |                         |                                    |
|----------------------------------------------------------------|-------------------------|------------------------------------|
| Date: 5-11-25                                                  | Address: Bridge/Rolston | Violation(s) Yes:      or      No: |
| Comments/Action taken: Sign in the right of way. Removed sign. |                         |                                    |

|                                                                           |                      |                                    |
|---------------------------------------------------------------------------|----------------------|------------------------------------|
| Date: 5-14-25                                                             | Address: 507 Hickory | Violation(s) Yes:      or      No: |
| Comments/Action taken: tall grass. Owner mowed the grass a few day later. |                      |                                    |

|                                                                                                             |                     |  |
|-------------------------------------------------------------------------------------------------------------|---------------------|--|
| Date: May                                                                                                   | Address: W. Rolston |  |
| Comments/Action Taken: complaint of dumping. Officer chekced this area throughout May and found no dumping. |                     |  |

City of Linden Police Department

Code Enforcement

|                                                                                         |                    |  |
|-----------------------------------------------------------------------------------------|--------------------|--|
| Date: 5-17-25                                                                           | Address: Laura Ln. |  |
| Comments/Action Taken: Solicitors. Advised solicitor of the law. Subject left the city. |                    |  |

Date: 5-21-25      Address: 400 E. Rolston

Comments/Actions Taken: Advised of the law. Subject left the city.

5/29/2025      Address: 728 Byram Lake

Comments/Actions Taken: Overgrown grass. Advised the owner. Owner mowed it the next day.

### **Chief's Notes**

We responded to a total of 29 calls for the month of May with 16 of them being EMS. Other calls consisted of 1 fire alarm, 6 lift assists, 1 carbon monoxide investigation, 2 wires down calls and 3 assist for mutual aid.

We participated in the Box City event at Hyatt Elementary school and again here at the station for Linden Elementary. The kids had a great time jumping in and out of the trucks and taking home some fire prevention information for their learning.

As stated in my training report we had a great training session at the Consumers Energy facility, great information for us to be better prepared.

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 2 trainings this month. Our first session was our annual drivers rodeo course. Each Firefighter drives each truck through a driving course we set up at the Hyatt parking lot. This training keeps everyone sharp and once again familiar with how each truck drives. Several of them never get the opportunity to drive the trucks on a regular basis.

Our second training was a unique experience that was very beneficial to everyone. We all went to the Consumers energy gas city training center in Flint. We had some classroom time and then we went outside to learn how to search and address any gas leak situations. They had little homes set up there with a different scenario at each one. A great training for us to bring back for our potential gas leak situations.

## **Personnel**

We continue to ask and offer anyone resident we come across a position to help their community in their time of need. It is hard in today's busy schedules for most any family member to dedicate their time for training and to respond to calls but we continue our efforts to get more staffing.



# DEPARTMENT OF PUBLIC WORKS

## Memorandum

To: Ellen Glass, City Manager  
From: Don Grice, Director of Public Works  
Date: June 18, 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 223 Miss Dig tickets throughout the community.
- Inspect sewer lift stations and sewer lines weekly.
- Dispense 6.5 tons of cold patch on surface roads.
- Loose Center work:
  - Daily cleaning (M-F).
  - Assist with table and chair set ups.
  - Work with architect on Loose Center addition.
  - Move refrigerators for Loose Kitchen
- Continue street sweeping program
- Move speed sign bi-weekly for police department.
- Continue to work with architects and contractors on Linden Mill Building design.
- Investigate sewer connections at Mill Building.
- Change out multiple water meters around community.
- Work with contractor on Lindenwood Project.
- Work with Genesee County to increase system water pressures.
- Repair restroom at EWP.
- Hire and onboard summer help employees.
- Drain water from Silver Lake water tower.
- Hold public kickoff meeting for W. Rolston Road Rehabilitation Project.

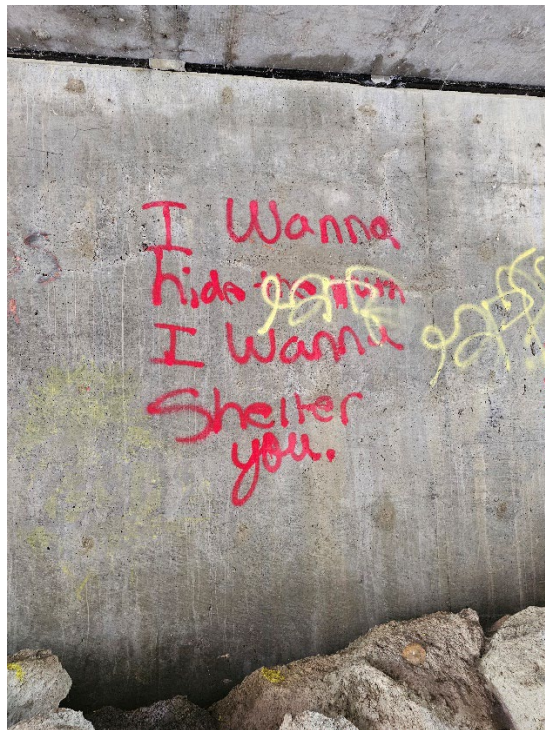




- Work with contractor on crack fill program.



- Remove graffiti from EWP restroom and under the bridge on N. Bridge Street



Respectfully submitted, Don Grice



**CITY OF LINDEN  
NOTICE OF VACANCY  
THOMPSON ROAD REGIONAL DOG PARK ADVISORY COMMITTEE**

Do you love dogs and care about your local community?! The Thompson Road Regional Dog Park (TRRDP) Advisory Committee is seeking passionate and committed volunteers to join the committee. The TRRDP Advisory Committee is made up of local residents from surrounding municipalities who work together to support and improve the dog park, located at 1325 West Thompson Road Fenton, MI 48430. The TRRDP Advisory Committee assists with the general maintenance and upkeep of the dog park, organizes and supports community events at and/or for the park, plans and hosts fundraising events, coordinates with municipalities for additional assistance and oversees the Dog Park's Facebook page.

The City of Linden is currently accepting applications for consideration of appointment. There is no term limit expiration, the appointee(s) shall serve at will. You must be a city resident to apply. Regular meetings are held monthly on Tuesday evenings at the Fenton Community & Cultural Center, located at 150 South Leroy Street Fenton, MI 48430. Members of the Committee serve without compensation.

The application form is available on the City website at the following link:

<https://www.lindenmi.us/newpage217f99c5>

(Please select Other and write in "TRRDP Advisory Committee")

Completed applications may be submitted to City Hall or emailed to:

[deputyclerk@lindenmi.us](mailto:deputyclerk@lindenmi.us)

Completed applications may also be mailed to:

Clerk's Department  
132 East Broad Street  
P.O. Box 507  
Linden, MI 48451

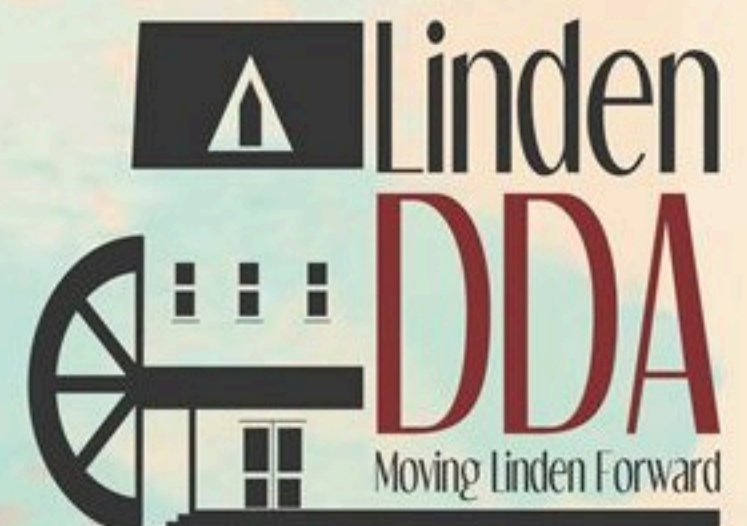


# KARAOKE

at THE MILL POND



PREMIER PARTNER



**TUESDAYS 6pm - 9pm**  
**JUNE 10 & 24, JULY 8 & 22**  
**AUGUST 5 & 19**

**Kimble Sharp Park & Gazebo, Linden**

**FUN FOOD TRUCK GIVEAWAYS**



[hilinden.com](http://hilinden.com)







Happening In Linden  
**Presents**

**JULY 18<sup>TH</sup>**

**5 - 10 PM**

**JULY 19<sup>TH</sup>**

**12 - 10 PM**



**PREMIER  
PARTNER**



**2 DAYS, 8 BANDS,**



**BEER TENT FEATURING **LINDEN  
BREWING COMPANY**, FOOD  
TRUCKS, AND A PANCAKE  
BREAKFAST, KIDS ZONE,  
CORNHOLE TOURNAMENT AND  
FIREWORKS ON SATURDAY.**

**COMMUNITY PARTNERS**



**FRIENDS OF THE  
COMMUNITY**



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