



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

\*Tuesday, October 14, 2025

6:30 P.M.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE**

**C. ROLL CALL & INTRODUCTIONS**

- a. Excuse Absent Member(s)

**D. SPECIAL PRESENTATIONS**

- a. Dementia Friendly Communities By: Jim Mangi, Dementia Friendly Services

**E. CORRESPONDENCE**

**F. PUBLIC COMMENT**

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

**G. CONSENT AGENDA**

- a. City Council Meeting Minutes from September 22, 2025
- b. Street Collection Application - Kiwanis: November 29, 2025
- c. Street Collection Application - LHS Project Graduation: April 18, 2026
- d. Application to Use Public Property – HIL Holiday Happening: December 5, 2025
- e. Financial Reports

**H. BUSINESS ITEMS**

- a. Resolution No. 18-25 Approval of Michigan Department of Transportation (MDOT) Agreement
- b. Approval of the Linden Gazebo Sidewalk Reconstruction Project

**I. DISCUSSION ITEMS**

- a. Consideration for Renewal of Conditional Rezoning Request: 210 Oak St.
- b. Deer Ordinance
- c. Recording Meetings
- d. Loose Advisory Committee

**J. MANAGER'S UPDATE**

**K. COUNCIL COMMENTS & REPORTS**

**L. CLOSED SESSION**

- a. Attorney-Client Privilege Letter

**M. ADJOURNMENT**



**CITY OF LINDEN  
CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 22, 2025 AT 6:30 P.M.**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

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

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

**Absent:** Denise Miller

**Others Present:** Ellen Glass, City Manager; Scott Sutter, Police Chief; Kristyn Kanyak, City Clerk; Michael Gildner, City Attorney; Adam Young, City Planner & Zoning Administrator

a. Excuse Absent Member(s)

Armstrong excused Miller from the meeting.

**SPECIAL PRESENTATIONS**

(A) Transportation Discussion By: Ed Benning, GM/CEO of the Mass Transportation Authority (MTA)

Glass reviewed the topic. Benning provided an introduction and presented on the MTA; updated on current challenges; services offered; partnering organizations; and working with communities on their needs. Councilors, Staff and Benning discussed services; looking into the city's needs and opportunities; hiring opportunities for drivers and requirements; funding; ways to request rides; relationship and contact with MTA; and numbers serviced. Armstrong and Benning discussed availability of services; city millage amount contribution; services offered; the municipalities part of the Fenton Hub; requested information for the number for Linden and number of repeat/first-time customers. Glass, Council and Benning further discussed services crossing over to other jurisdictions, employer services; hours of operation; and new service to come.

(B) APM Mosquito Control Season Report By: Ben Seago, APM General Manager  
Seago provided an introduction and presented summary of the season; referenced handout provided; weather; activity; treatments and how residents can request yard sprays; shared homeowner tips for mosquito reduction; and reviewed budget. Council and Seago briefly discussed office staffing for end of season and confirmed no fee for yard spray requests.

(C) Proclamation for the Linden Mills Historical Society  
Glass introduced the topic. Armstrong read the Proclamation and presented to the Historical Society members present.

### **PUBLIC HEARINGS**

None.

### **CORRESPONDENCE**

None.

### **PUBLIC COMMENT**

Public comment from Surf Internet, provided brief overview of services; shared statistics and available to address concerns.

Public comment about the timeline for Hyatt Lane sidewalk project and reasoning. Armstrong explained Glass will address.

Public comment on Loose Advisory Committee make-up; Southern Lakes Parks and Recreation's millage fund portion to Loose and details; shared suggestion to prevent lunches from being available during construction.

Public comment about art; shared thoughts on current mural on City Hall and proposed mural on bridge; discussed thoughts on location and design, suggested alternative locations and consideration of artwork placement and design.

Public comment on public comment rules changing and reasoning; submitted comment was not read during the meeting and as requested. Read part of emailed response received from City Manager; shared concerns and thoughts on fair treatment; location of police car in front of residence and reasoning for concern; and right of way signage concern.

Glass addressed comments about Hyatt Lane; thanked Surf representative; Loose Advisory Committee representation; millage funds to Loose and past board membership make-up; meals during construction; City Hall mural and proposed Bridge street mural; handling of public comment and response; comment about targeting, harassing and policing and chicken ordinance.

### **CONSENT AGENDA**

(A) City Council Meeting Minutes from September 8, 2025

(B) Financial Reports

Motion by Howd, second by Simons to accept the consent agenda. Roll call. Motion carried 5-1.

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

**NAYS:** Armstrong

**ABSENT:** Miller

## **UNFINISHED BUSINESS**

(A) Ordinance No. 421 An Ordinance Amending Chapter 90: Animals  
Glass reviewed the topic discussed during recent meetings; recent changes based on Council feedback and referenced maps provided. Councilors discussed the suggested changes have been incorporated.

Public comment on ordinance language being based on acreage and basis for; discussion timeline; referenced properties with over five acres, requested reasoning for stopping at given limit; referenced proposed legislation maximum. Dick commented on attending the Michigan Municipal League (MML) Convention, where this was a huge topic and commented on other communities' maximums.

Staff provided brief clarification regarding motion language.

Motion by Howd, second by Hicks to pass Ordinance No. 421 an Ordinance amending Chapter 90: Animals, as written on our agenda. Roll call. Motion carried 6-0.

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

**NAYS:** None

**ABSENT:** Miller

(B) Ordinance No. 422 An Ordinance Amending Sections 154.024, 154.231-154.232  
(Zoning Ordinance): Planning Commission

Young reviewed the topic, proposed amendments and reasoning. Glass clarified this is separate from the Housing Readiness project. Howd and Young briefly discussed electronic submissions.

Motion by Howd, second by Dick to pass Ordinance No. 422 an Ordinance amending Sections 154.024, 154.231 through 154.232. Roll call. Motion carried 6-0.

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

**NAYS:** None

**ABSENT:** Miller

(C) Conditional Rezoning Request: 210 Oak St.

Young reviewed the topic in detail and referenced provided documents.

Public comment about location of request, Young addressed.

Dick provided a background on the property and further reasoning for request.

Staff clarification regarding motion language, referenced sample motion template provided.

Motion by Hicks, second by Howd, in consideration of the Planning Commission's recommendation of adoption and agreement with the Planning Commission's findings that the request satisfies the review standards of Section 154.030,(E) of the City of Linden Zoning Ordinance, I move to adopt the conditional request submitted by property owner Debra Cameron to rezone 210 Oak Street from the R-3 Single-Family Residential District to the R-4 Multiple Family Residential District. I further move that the condition offered by the applicant



be incorporated into a signed statement of conditions acceptable to the City Attorney. Roll call. Motion fails 3-3, tied vote.

**AYES:** Simons, Howd, Hicks

**NAYS:** Dick, Link, Armstrong

**ABSENT:** Miller

Glass requested clarification on the vote, Gildner confirmed the failed motion.

## **NEW BUSINESS**

None.

## **CITY MANAGER'S REPORT**

Glass provided a verbal update on the following items:

- West Rolston Road
- Mill Pond walkway project
- ADA Gazebo CDBG project
- Cofferdam permit for Mill and scheduling groundbreaking
- Loose Annex remodel project
- West Broad Street rehabilitation project
- Hydrant Flushing: October 6-12
- Email-spoofing vigilance
- Deer population memo
- New BS&A program
- Windows 11 upgrade and server
- Audit field work
- Glass confirmed with Chief Sutter filming is done
- Homecoming this Friday
- Approved firearms sale business
- Genesee District Library (GDL) seats available
- Downtown Day on September 27, Michigan Downtown Association (MDA) takeover and upcoming events
- Loose's Got Talent success

Glass offered conversation with resident commentor; referenced emails and responses provided asked Council for suggestions on alternative options.

## **CITY ATTORNEY'S REPORT**

None.

## **DEPARTMENT REPORTS**

Armstrong acknowledged receipt of reports from the Police Department, Code Enforcement, Department of Public Works (DPW), Fire Department and Senior Services Department.

## **COUNCIL COMMENTS AND REPORTS**

Simons commented on Loose Talent Show and provided update for Southern Lakes Parks and Recreation regarding Loose support and Executive Director, shared meeting schedule.

Hicks commented on the upcoming Historic District Commission (HDC) meeting and briefly reviewed what is being proposed.

Dick commented on attending the Michigan Municipal League (MML) Convention, shared session details and topics; will share links with Kanyak to send out to Council.

Howd commented on Loose's Got Talent event and provided updates on the Parks and Recreation Commission's Owl event and Metropolitan Alliance meeting discussion. Howd and Glass discussed the mussels found in reference to the Mill cofferdam project.

Link thanked Chief Sutter for officers on West Rolston Road addressing speeding. Also commented on the deer report, deer concerns and reduce their numbers safely, requested this be added to the next Work Session.

Armstrong commented on open Genesee District Library (GDL) Board seats, Glass clarified we will share the application link. Armstrong discussed being on Small Cities and looking at millages; looking at contract for the library and an unreserved fund; will continue to look at other millages and reasoning. Requested to see at next work session Dementia-friendly community training and have AARP come. Also, apologized to Mrs. Larner for making her public comment, correspondence.

#### **CLOSED SESSION**

None.

#### **ADJOURNMENT**

Motion by Howd, second by Simons to adjourn the meeting. Motion carried 6-0. The meeting was adjourned by Mayor Armstrong at 8:04 p.m.

Respectfully Submitted,

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

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



## Street Corner Collection Application and Guidelines

Non-Profit/Charitable Organization: Kiwanis  
Contact Person: Debbie Brindle Title: Secretary  
Phone: [REDACTED]  
Date Requested for Collection: Nov. 29 8<sup>AM</sup> - 12:00 PM

The City of Linden will allow street corner collections with the following conditions to apply:

1. Only non-profit/charitable organizations will be allowed to conduct street corner collections in the right-of-way within the City of Linden. ALL REQUESTS SHALL BE APPROVED BY THE LINDEN CITY COUNCIL.
2. Each non-profit/charitable organization will be allowed to collect one day per calendar year.
3. Only one event will be scheduled per week on a first come-first serve basis.
4. Any request to collect must be submitted to the City Offices at least 20 days prior to the event.
5. Requests will be considered on an annual basis starting January 1<sup>st</sup> of each year.
6. The organization/group can only collect donations. NO DISTRIBUTION OF POLITICAL LITERATURE OR CAMPAIGN ITEMS WILL BE ALLOWED.
7. Collections will take place only during daylight hours. COLLECTIONS TAKING PLACE ON A WEEKDAY (SCHOOL DAYS ONLY) MUST STOP OPERATION FROM 8:00 A.M. TO 9:00 AM AND FROM 2:30 P.M. UNTIL 4:00 P.M.
8. Only one person may collect per street (maximum of four per intersection). Collections must be made from the centerline. No curbside collections shall be permitted. No chairs or stools are permitted in the roadway during the collection. COLLECTION IS PROHIBITED ON NORTH BRIDGE ST.
9. Street Collections are subject to the Manual on Uniform Traffic Control Devices. Each person participating in the collection must be wearing a reflective fluorescent vest (orange-red, yellow-green, or a combination of the two as defined in the ANSI standard) that shall be visible from at least 1,000 feet. Additionally, one orange cone per person must be placed near the individual in the roadway where they will be standing. **Vests and Cones must be provided by the applicant organization.** (Full details of the requirements can be found in Part 6: Temporary Traffic Control of the Manual on Uniform Traffic Control Devices available here:  
[http://mdotcf.state.mi.us/public/tands/Details\\_Web/mmutcdcompleteinteractive.pdf](http://mdotcf.state.mi.us/public/tands/Details_Web/mmutcdcompleteinteractive.pdf))
10. Please attach a description of your organization and the purpose of your collection.

Signature: Deborah J Brindle Date: 9/29/25

Could we run the collection on the corners of Silver Lake & Hyatt





## Street Corner Collection Application and Guidelines

RECEIVED  
BY: SEP 19 2025

Non-Profit/Charitable Organization: Linden Project Graduation 2026/PG26  
Contact Person: Michelle Sepanak Title: Representative  
Phone: [REDACTED]  
Date Requested for Collection: 4/18/2025 (Saturday)

The City of Linden will allow street corner collections with the following conditions to apply:

1. Only non-profit/charitable organizations will be allowed to conduct street corner collections in the right-of-way within the City of Linden. ALL REQUESTS SHALL BE APPROVED BY THE LINDEN CITY COUNCIL.
2. Each non-profit/charitable organization will be allowed to collect one day per calendar year.
3. Only one event will be scheduled per week on a first come-first serve basis.
4. Any request to collect must be submitted to the City Offices at least 20 days prior to the event.
5. Requests will be considered on an annual basis starting January 1<sup>st</sup> of each year.
6. The organization/group can only collect donations. NO DISTRIBUTION OF POLITICAL LITERATURE OR CAMPAIGN ITEMS WILL BE ALLOWED.
7. Collections will take place only during daylight hours. COLLECTIONS TAKING PLACE ON A WEEKDAY (SCHOOL DAYS ONLY) MUST STOP OPERATION FROM 8:00 A.M. TO 9:00 AM AND FROM 2:30 P.M. UNTIL 4:00 P.M.
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<http://mdotcf.state.mi.us/public/tands/Details> Web/mmutcdcompleteinteractive.pdf
10. Please attach a description of your organization and the purpose of your collection.

Signature: M. Sepanak

Date: 9/19/25

**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's Holiday Happening Frosty Parade & Fireworks

10/6/2025

(Name of Sponsoring Organization)

(Date Submitted)

Mary Dodt - Dick

83-1803522

(Name of Organization Representative in Charge of Event)

(Tax Exempt Organization)

██████████ Linden, MI 48451

810-458-6331

(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. 5:00 PM Food Trucks and Activites Downtown, 7:00PM Parade, Fireworks after Parade Additional Maps attached

Date(s) of Event: 12/05/2025

Time of Event: (Begin) 5:00PM

(Each Day) (End) 10:00PM

Identify the **Public Property** that you are requesting to use: i.e. Streets, Parks, Parking Lots, etc. Triangle Park, Millpond, Gazebo area, Walmar Property, Community Center, Community Center Lot, Sharps Lot, Main St., Broad St., Bridge St., Eagles Wooden Park, (Most downtown City owned property) Mill St., See Attached, (Closures to be determined by city staff)

(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 40+

**If Street Closure is Necessary** - Time of Barricading (Each Day): (Begin) 7am (End) 10pm

Streets to be Closed: Main St. Broad to Tickner 12pm, Broad and Bridge on Street parking 7am, Sharps and Community center Lot 7am, Parade Route closures determined by city staff starting approximately 6:45pm (Maps attached and subject to change with city input)

(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: \$ 2,000,000 (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)

MDD . 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.*

Mary Dodt-Dick, Secretary  
Applicant's Signature

10/06/2025

Date

(To be determined by City Administration)

Approval/Comments by:

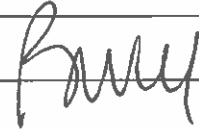
Chief of Police:



Date: 10-9-25

Conditions of Approval:

Fire Chief:



Date: 10/9/25

Conditions of Approval:

City Manager:



Date: 10-9-25

Conditions of Approval:

Director of Public Works:



Date: 10/7/25

Conditions of Approval:

Certificate of Insurance Furnished: Yes/No

A copy of this approval/denial was provided to:

Applicant

☐

Date \_\_\_\_\_

Police Chief

☐

Date \_\_\_\_\_

Fire Chief

☐

Date \_\_\_\_\_

DPW

☐

Date \_\_\_\_\_

Street File (if applicable)

☐

Date \_\_\_\_\_





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Telephone: (810) 735-7980 • Fax: (810) 735-4793

## 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: 10/06/2025 Sponsor/Applicant Mary Dodd-Dick, Secretary

Name of Event Linden's Holiday Happening Frosty Parade & Fireworks Date of Event 12/5/25





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Telephone: (810) 735-7980 • Fax: (810) 735-4793

### HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the grant by the City of Linden to permit / allow  
\*\* HAPPENING IN LINDEN to present Linden's Holiday Happening Frosty Parade and Fireworks on the downtown city streets and utilizing  
city owned property including streets, parking lots, buildings, and parks

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)

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

Mary Dodt-Dick, Secretary  
\*Signature

\_\_\_\_\_  
Mary Dodt - Dick

Print Name

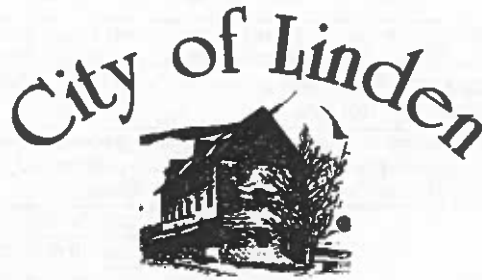
\_\_\_\_\_  
Happening In Linden, SECRETARY

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2025

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

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

<b>PRODUCER</b> McCredie Insurance Agency, Inc. 5454 Gateway Centre, Suite A Flint MI 48507		<b>CONTACT NAME:</b> Jennifer Wascher <b>PHONE (A/C, No, Ext):</b> (810) 767-6050 <b>FAX (A/C, No):</b> (810) 767-7323 <b>E-MAIL ADDRESS:</b> christyl@mccredieins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United States Liability Insurance Group	<b>NAIC #</b> 524126
<b>INSURED</b> Happening in Linden 413 Lindenwood Linden MI 48451		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** 23/24Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		NBP1561168	04/05/2025	04/05/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Linden 132 E Broad St  Linden MI 48451	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>David L. McCredie</i>
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# Master Map 2025 Linden's Holiday Happening

## Vendors / Attractions



Food Truck



D & W Street Eats



Pit Boss Smokehouse



Food Truck



Mason's Pastie Sale



DJ



Photo Lounge



Elf Hunt Headquarters



Family Fun Zone



Carriage Rides



Train Rides



Museum & Kids Crafts



Portable Restroom



Fireworks @ 8:15 PM



Community Center



Santa 7:30 PM - 8:30 PM



Restroom inside VFW



Portable Restroom



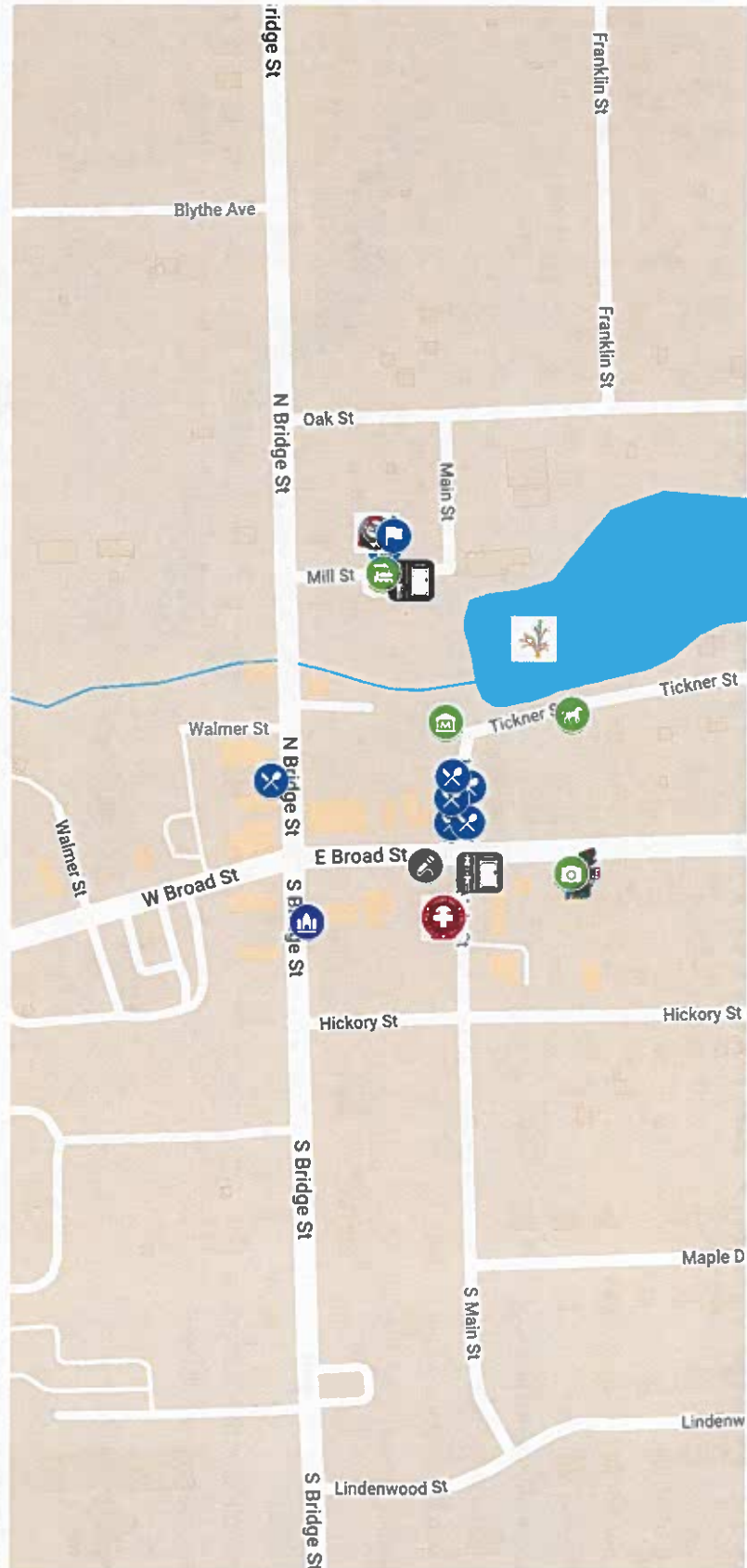
Live Nativity



FIRST AID STATION









Food Truck






# Master Map 2025 Linden's Holiday Happening

## Parking & Shuttles

-  Loose Senior Citizens Center
-  Parking & Shuttle
-  Linden Elementary School
-  Shuttle stop to Mill Pond
-  Hyatt Elementary School
-  Eagles Wooden Park Parking



Shuttle to Linden & Hyatt Elementary

-  Shuttle Stop to Mill Pond
-  Shuttle Stop to Mill Pond
-  Shuttle Stop to Mill Pond

Participant Parking Shuttle Drop off



Return Shuttle to Triangle Park and Faith Church

-  Shuttle Stop to Mill Pond

 Overflow Parking

 Shuttle Stop to Loose Center

 Shuttle Stop to Oak & Main

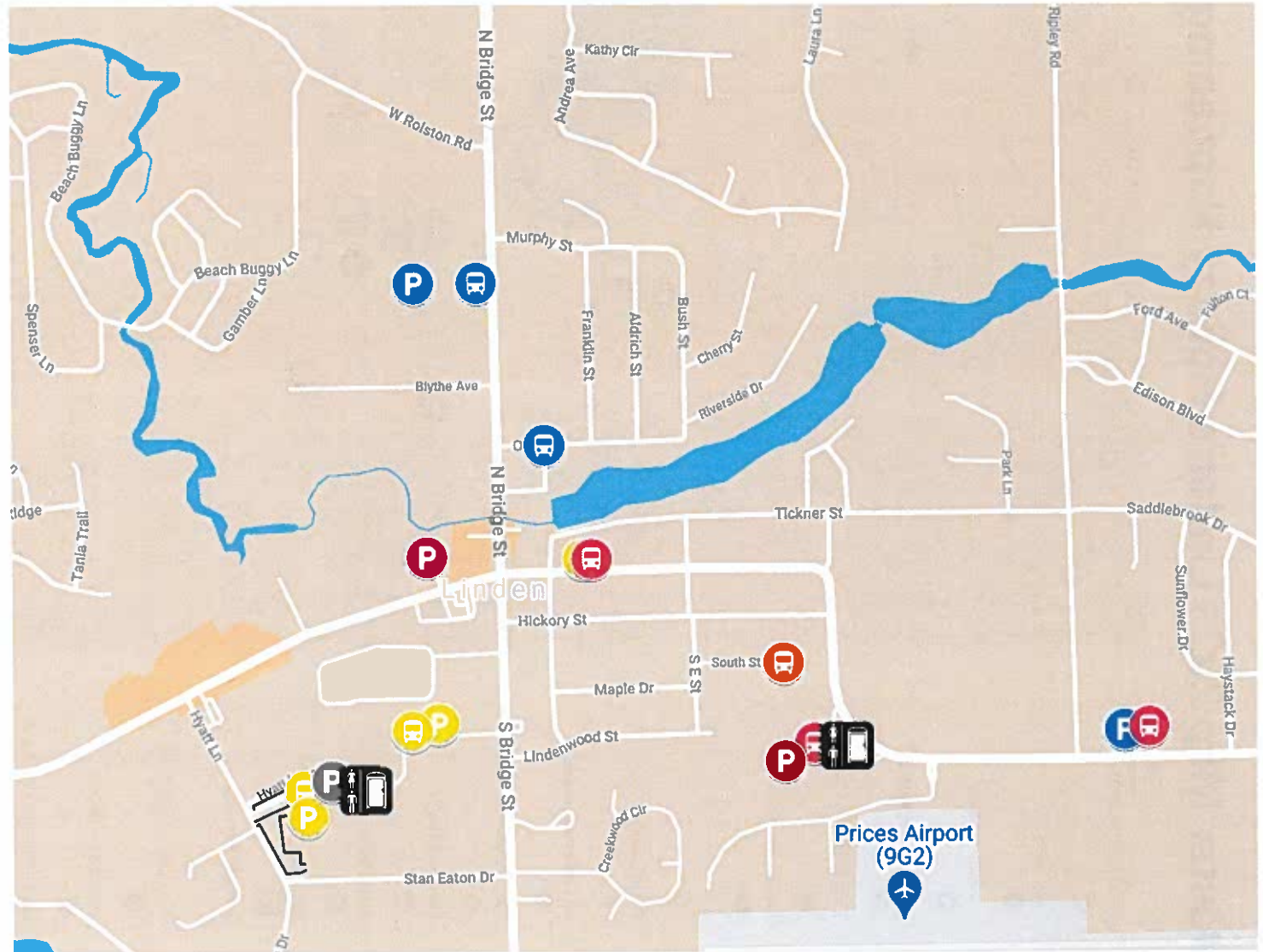
 Parade Entry Parking

 Portable Restroom

 Portable Restroom

 Line 16

















 Line 16

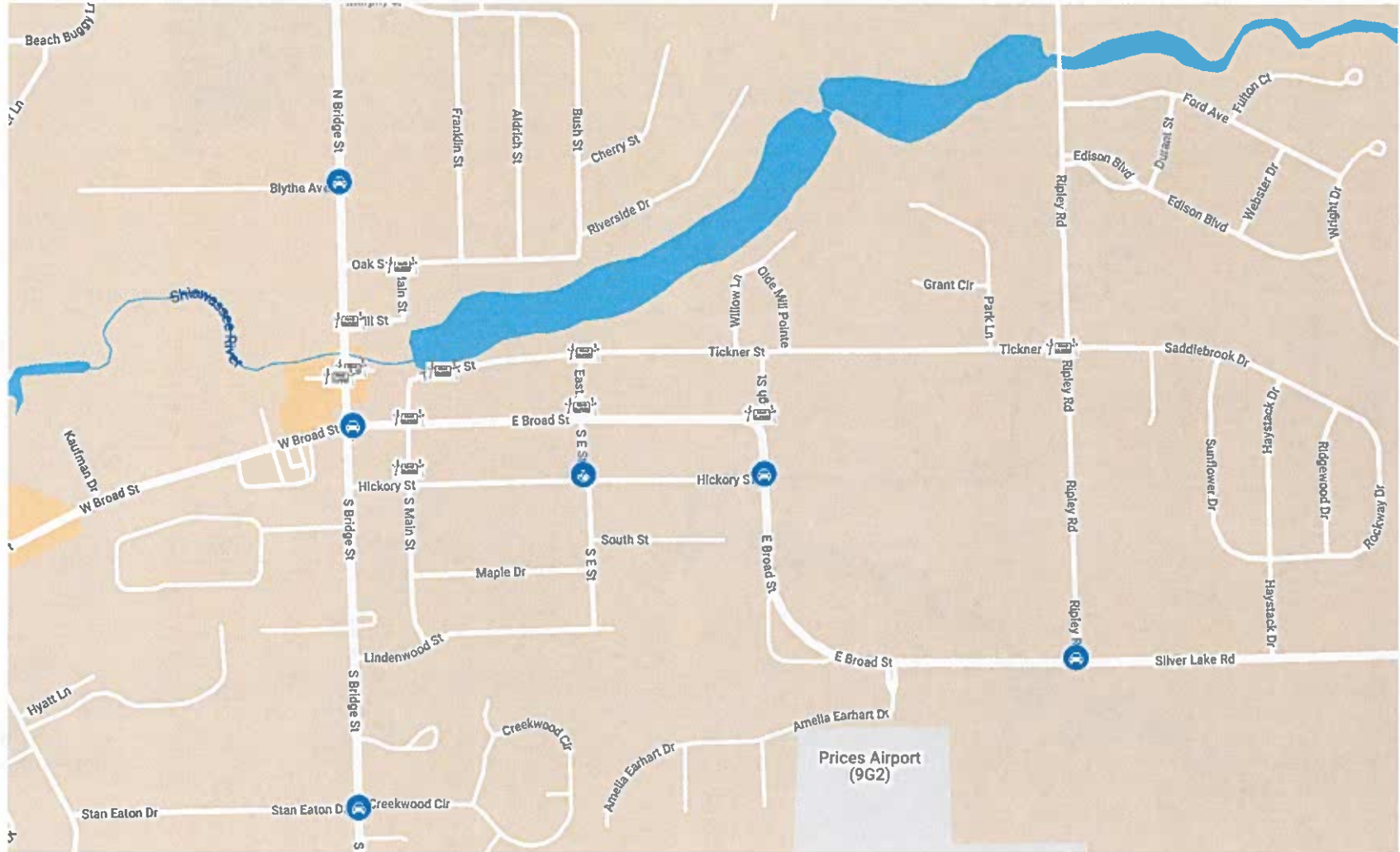




# Working Master Map 2025 Linden's Holiday Happening

## Road Closures

-  N.Main @ Broad Closure 3:00 P.M.
-  Tickner @ Sharp Lot 3:00 P.M.
-  Mill @ Bridge Closure 4:00 P.M.
-  Main @ Oak Closure 4:45 P.M.
-  Main @ State Bank 6:00 PM Closure
-  Broad @ Hickory 6:30 PM Closure
-  East @ Broad St, 6:30 P.M. Close
-  Tickner @ East Closure 6:30 PM
-  Tickner @ Ripley 6:30 P.M.
-  East @ Hickory 6:30 PM Closure
-  Walmer @ Bridge 6:45 PM Closure
-  Tickner @ Bridge 6:45 PM Closure
-  High @ Broad 6:45 P.M.
-  Broad @ Bridge 6:45 P.M. Closure
-  Broad @ Ripley 6:45 PM Closure
-  Bridge @ Stan Eaton 6:45pm
-  Broad @ Blythe 6:45PM



# Master Map 2025 Linden's Holiday Happening

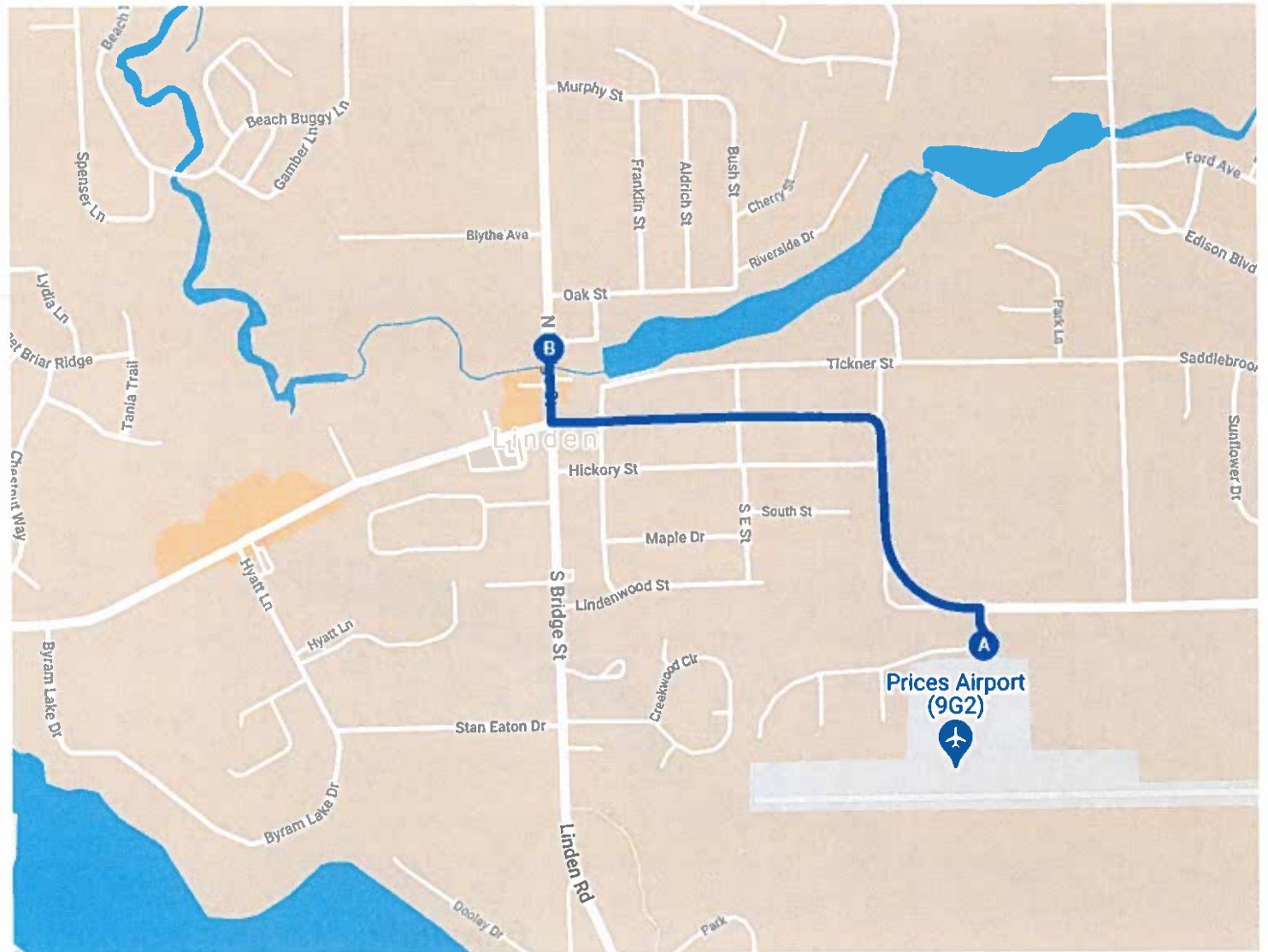
## Parade Route

**A**

618 W Silver Lake Rd, Fenton,  
MI 48430, United States

**B**

225 North Bridge Street,  
Linden, MI, USA





# Master Map 2025 Linden's Holiday Happening

Unloading area  
Unloading zone



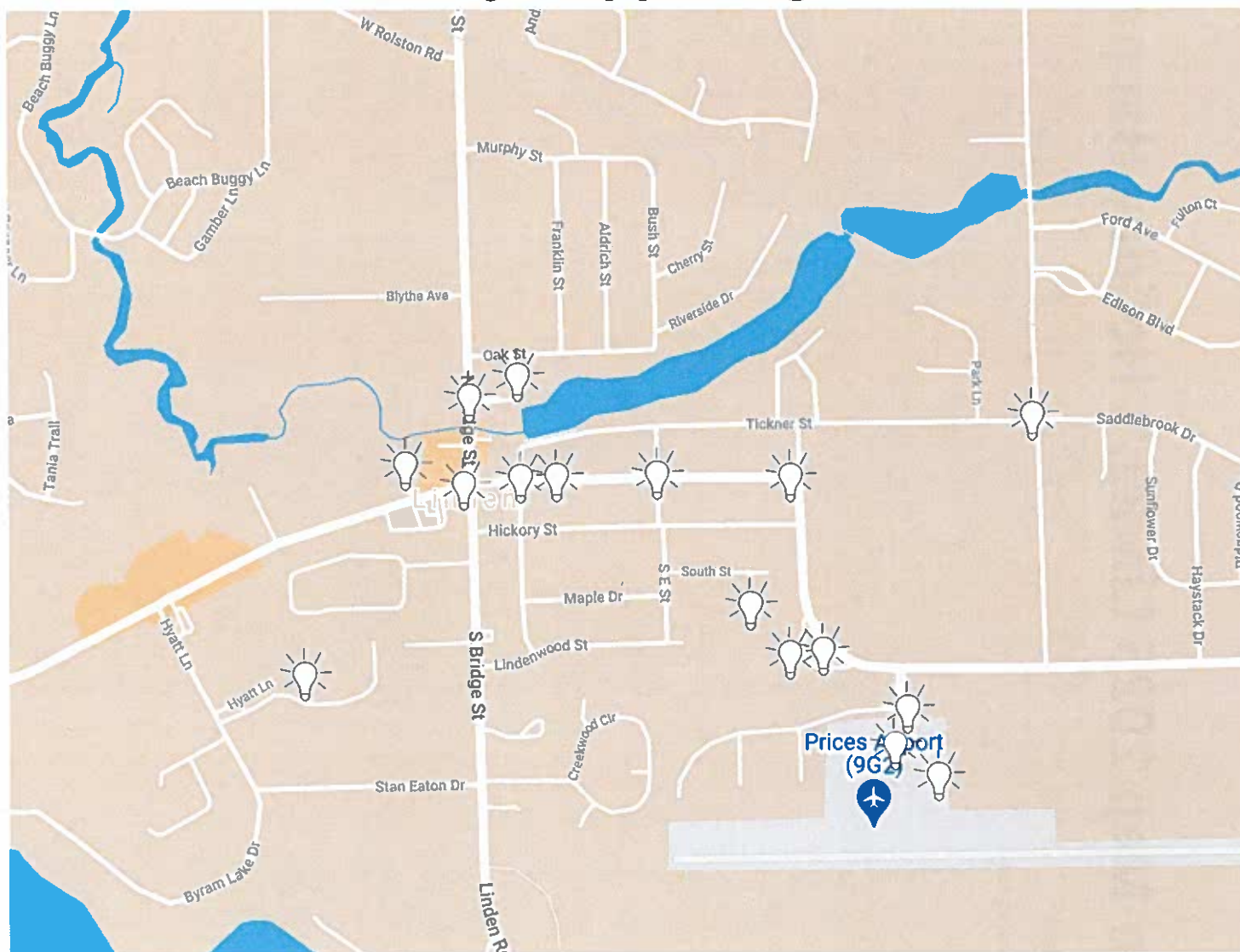
# Master Map 2025 Linden's Holiday Happening

## Portable Lighting

- East & Broad Light
- Main & Broad Light
- Main St. Light
- Triangle Parking Light
- Triangle Parking Light
- Walmer Parking Light
- Triangle Park Light
- Price's Staging Area Light
- Price's Staging Area Light
- High & Broad St. Light
- Hyatt Parking Light

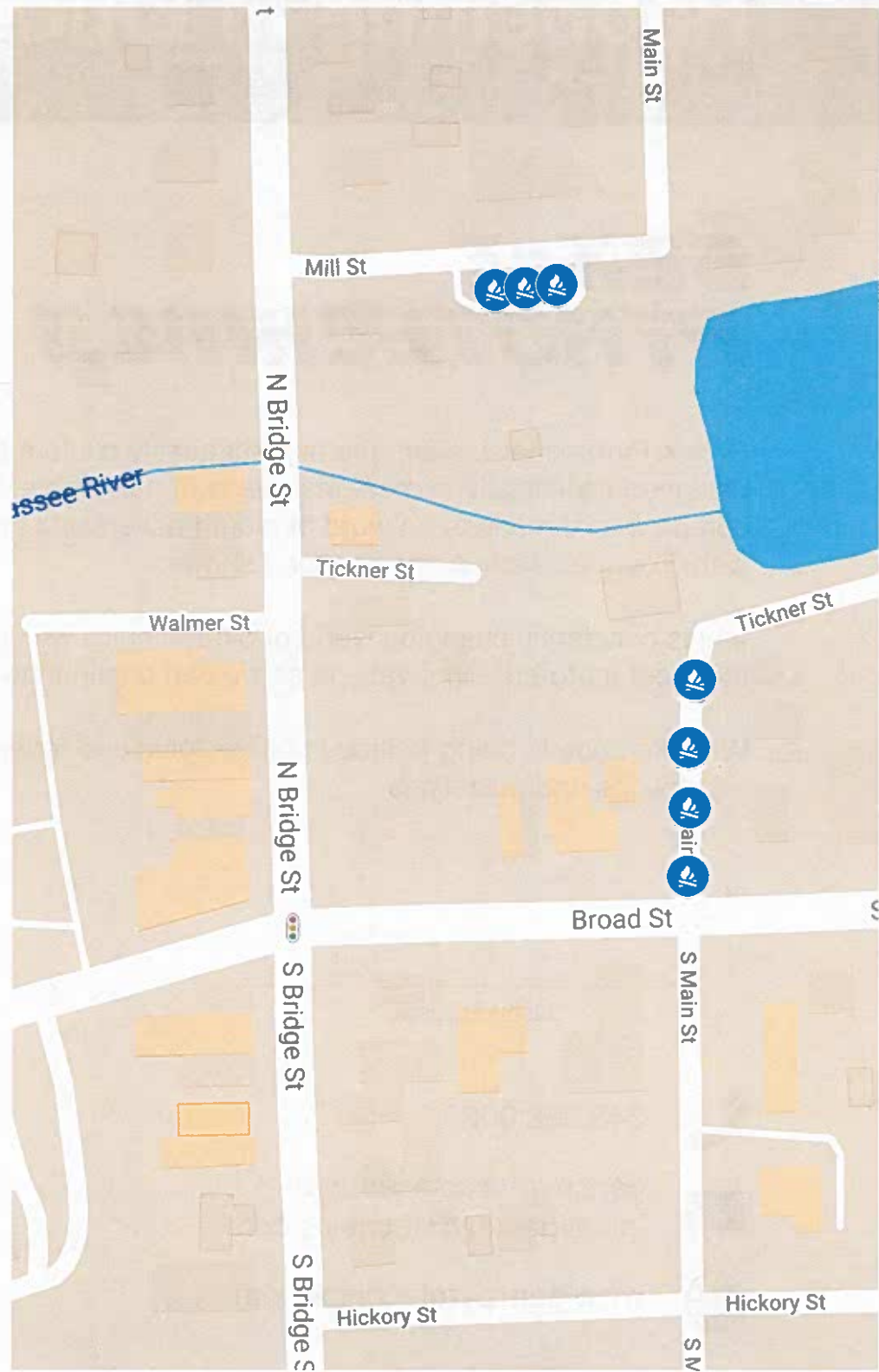
## Tickner & Ripley for Closure Safety

- Broad & Bridge Light
- Sharp East Drive Light
- Price's Driveway Light
- Bridge & Mill Light



# Master Map 2025 Linden's Holiday Happening

- Portable Heaters
- Propane Patio Heater
  - Propane Patio Heater
  - Propane Patio Heater
  - Propane Patio Heater
  - Propane Patio Heater
  - Propane Patio Heater
  - Propane Patio Heater



# 2025 Happening In Linden

## **GEN-X PYROTECHNICS**

Gen-X Pyrotechnics offers the highest quality custom pyrotechnics designed specifically to meet the needs of our clients. We are a local company that markets on word of mouth advertising and now on the web. We specialize in one of a kind shows.

In this constantly changing world of pyrotechnics we strive to learn the most up-to-date innovations so we can continue to hone our craft.

We take pride in being trained in all the local and federal safety regulations and guidelines.

---

Jason Trudeau



248.252.0029



genxpyro@comcast.net  
info@genxpyrotechnics.com



www.genxpyrotechnics.com

This contract is between Gen-X Pyrotechnics (herein referred to as "Gen-X"), a Michigan based company operating at 2906 Pine Needle Drive, White Lake, Michigan. 48383.

Name of Sponsoring Organization: Happening In Linden  
(Herein referred to as "Sponsor")

Sponsor Contact Name: Brad Dick

Mailing Address of Sponsor: P.O. Box 565 LINDEN, MI 48451

Email Address of Sponsor: lindenparade@gmail.com Phone: 248-854-4075

Billing Contact Name: Betty Ciesielski  
(If different from above)

Billing Address: \_\_\_\_\_  
(If different from above)

Billing Email Address: \_\_\_\_\_  
(If different from above)

Email Address of Sponsor: \_\_\_\_\_ Phone: \_\_\_\_\_  
(If different from above) (If different from above)

Gen-X will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties.

**1. Displays:**

<u>Display Date</u>	<u>Rain Date</u>	<u>Total Budget</u>	<u>Deposit Amount</u>	<u>Deposit Due Date</u>
12-5-2025	TBD	\$ 6,000.00	\$6,000.00	With Contract

\*Deposit includes hold the date fee

(See Exhibit A for Display description)

**2. Contract Period:**

This contract is for the 2024 fireworks display.

**3. Budget:**

If a budget larger than that listed under section 1 is available; additional fireworks will be added to increase the size and dramatic impact of the display.

**4. Payment(s):**

Deposit(s) of 30% are due upon entering this contract. If the contract is entered into less than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 day prior to each display date. This display shall not be fired until payment in full is made, or other arrangements confirmed. Displays \$7,000.<sup>00</sup> or less are to be paid in full at time of contract signing. Permit fees are separate and not included in show budget.

**5. Licenses and Insurance:**

Gen-X shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. Gen-X shall supply a certificate of general liability insurance (occurrence based) in the amount of \$5,000,000.<sup>00</sup> The liability insurance provided by Gen-X shall state that it is primary in coverage to any other insurance which may be available to Sponsor and shall require at least thirty (30) days' prior written notice to Sponsor of cancellation, modification, or material change to the policy.

**6. Inclement Weather:**

Gen-X will make every attempt to execute all fireworks displays as schedule. Gen-X reserves the right to postpone a display for safety hazards caused by inclement weather. The sponsor shall cover the additional cost reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display: (i) on an alternate date (other than "rain date" shall not exceed 10% of the display budget if Gen-X is required to tear down the whole show and set it up again on another date; or (ii) shall not exceed \$500.00 if the alternate date is "rain date" or another date which does not require Gen-X to tear down the whole show and set it up again on another date. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

**7. Cancellation:**

The following fees schedule will apply should the Sponsor elect to cancel a display included in this contract. Cancellation 120 or more days prior to display date shall result in loss of deposit(s). Cancellation within 120 days of the display date shall result in loss of deposit(s) and an additional cancellation fee of 25% of the show budget to be paid by the sponsor. Cancellation within 5 days of the display date shall result in loss of deposit(s) and an additional cancellation fee of 50% of the show budget to be paid by the sponsor. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to loss of deposit(s) and a cancellation fee of 25% of the show budget to be paid by the sponsor.

**8. Display Location:**

The display will be fired from a barge on Linden Mill Pond (see Exhibit A).

**9. Safety and Workflow:**

NFPA 1123: Code for fireworks display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. Gen-X personnel shall wear identifying shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display Gen-X will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display.

**10. Security:**

Gen-X shall be responsible for ensuring that no unauthorized person enters the display setup area unless the person is escorted, and supervised, by a member of the fireworks setup crew. During the display, Gen-X will secure a perimeter encompassing the fireworks being used for the Happenings of Linden Fireworks. All the necessary beacons and LED safety flashers to ensure that spectators are aware of a perimeter enforcement is in effect. This perimeter will be held during the entire show. If perimeter is breached, Gen-X reserves the right to pause the show until the vessel(s) have cleared the area. Then show will resume. If needed, the Fire Department of Linden Twp. will be present on our vessels during the entire show.

**11. Marketing:**

Gen-X may use public displays for promotional use, including but not limited to videotaping and providing invitations to current and/or potential customers to view the display setup sit and the fireworks display. For private displays, Gen-X will seek approval from Sponsor before making such invitations. In return for marketing privileges Gen-X may donate products and services to enhance the display.

**12. Force Majeure:**

Gen-X will take all reasonable steps to complete its obligation under this contract. However, Gen-X shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

**13. Hold Harmless:**

Gen-X agrees to indemnify, defend, and hold harmless the Sponsor, its agents, owners, managers, and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which are subject of this agreement. The Sponsor agrees to give Gen-X prompt notice of any claims or demands and to cooperate with Gen-X, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsor agrees to indemnify and hold Gen-X harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display(s) which is subject of this agreement which is caused by the Sponsor and/or its agents, servants or employee's negligence or failure to adhere to its responsibilities under this agreement.

**14. Terms and Conditions:**

This agreement shall by governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective or endorsement until a deposit (as per section 4) has been satisfied and notice presented by Gen-X. Gen-X is only responsible for pyrotechnics related to the Happenings of Linden Fireworks



### Display Coordination Contract

Please Provide information for a primary contact person who can be reached on the date of your event.  
This will help to ensure smooth and accurate execution of your display.

Brad Dick

Name

Event Coordinator

Title

248-854-4075

Work Phone

lindenparade@gmail.com

Email Address

\_\_\_\_\_  
Name

**\*Gen-X Pyrotechnics is a turn key operation\***

Contract accepted on behalf of Sponsor:

**Happenings of Linden**

Mary Dodt-Dick, Secretary  
Signature

Mary Dodt Dick

Please Print Name

Director

Please Print Title

8/18/2025

Date

Contract accepted on behalf of Gen-X:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

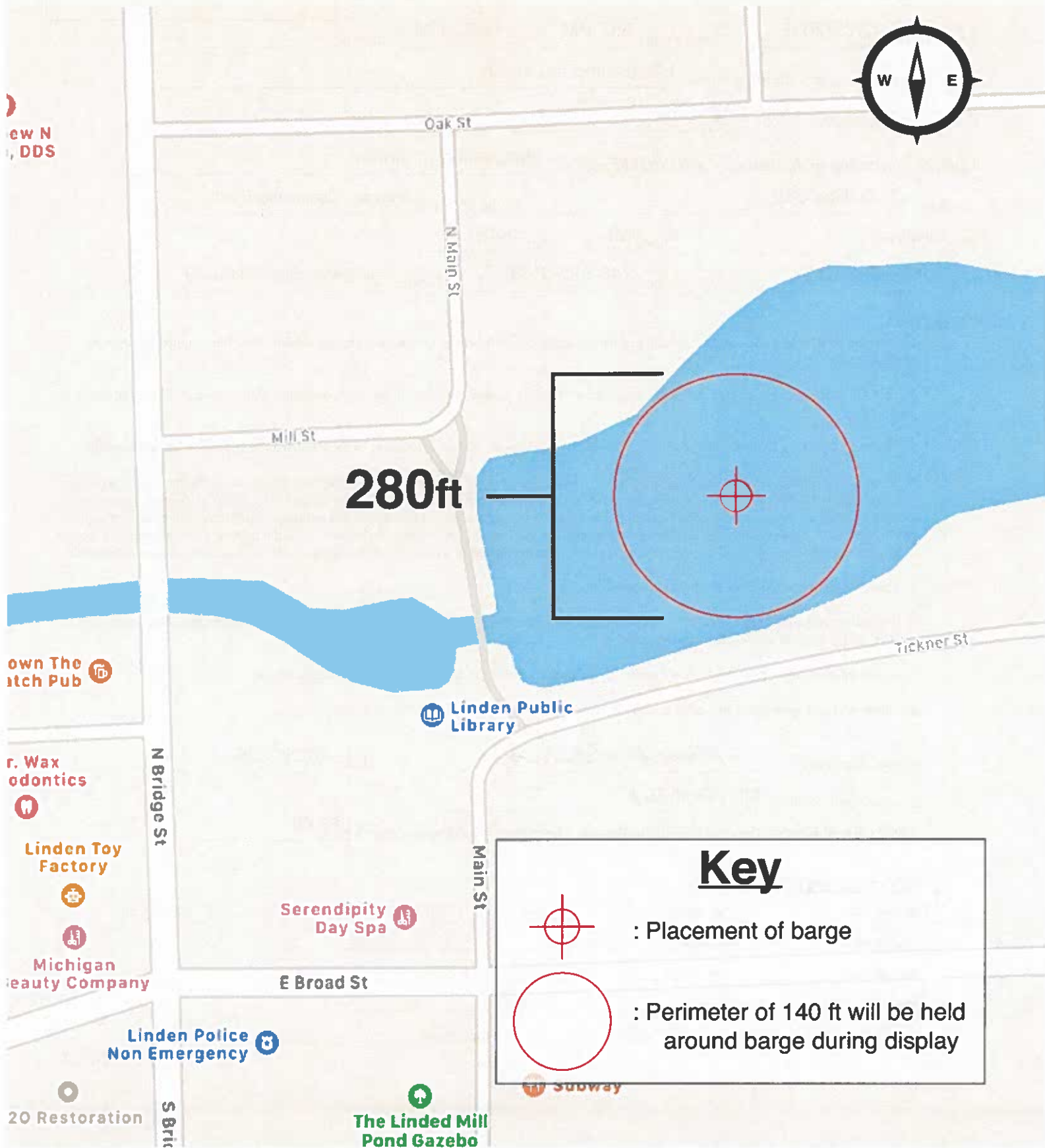
\_\_\_\_\_  
Please Print Title

\_\_\_\_\_  
Date

# Happening of Linden

## Exhibit A

Distance- 280 ft diameter (NFPA regulation)



## CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 09/16/2025 - 10/08/2025

BANK CODE: SBSRC - LOOSE SENIOR CENTER (4822)

Check Date	Check	Vendor Name	Description	Amount
<b>Bank SBSRC LOOSE SENIOR CENTER (4822)</b>				
09/19/2025	13794	ALL N ONE LAWN CARE SERVICE	LAWN MAINTENANCE LOOSE AUG 2025	320.00
09/19/2025	13795	RELIANCE STANDARD LIFE INSURA	EMPLOYEE SHORT TERM DISABILITY OCT 2025	27.46
09/19/2025	13796	BECKS PEST CONTROL	PEST CONTROL MONTHLY LOOSE 8.28.25	65.00
09/19/2025	13797	LINDA BUCKNAM	LINE DANCE 9.2-9.9.25 X4	120.00
09/19/2025	13798	FLINT INSTITUTE OF ARTS MUSEU	SENIOR CENTER TRIP + LUNCHES 2.14.2025	1,943.60
09/19/2025	13799	TAYLOR & MORGAN P.C.	JULY 2025 COUNTY REPORT	890.00
09/19/2025	13800	ACE HARDWARE	LOOSE LIGHTS	8.99
09/19/2025	13801	BLUE CARE NETWORK	EMPLOYEE HEALTH INS OCT 2025-LOOSE	1,528.49
09/19/2025	13802	DELTA DENTAL	EMPLOYEE DENTAL OCT 2025 -LOOSE	141.73
09/26/2025	13803	BECKS PEST CONTROL	PEST CONTROL 9.25.2025 LOOSE	51.00
09/26/2025	13804	GENESEE CO. PARKS & RECREATIO	F-M ON THE ROAD WALK/TALK 9.11.25	150.00
09/26/2025	13805	XAVUS SOLUTIONS	MY SENIOR MAINTENANCE/SUPPORT	1,260.00
10/03/2025	13806	CITY OF LINDEN	707 BRIDGE STREET -LOOSE WATER BILL	888.70
10/03/2025	13807	SHINE OF FENTON	WINDOW CLEANING LOOSE 9.29.25	95.00
10/03/2025	13808	TGI DIRECT	SEPTEMBER 2025 NEWSLETTER	785.45
10/03/2025	13809	CHASE CARD SERVICE	DEPARTMENT CHARGES LOOSE 8.14-9.13.25	1,130.56
10/03/2025	13810	DELTA DENTAL	DENTAL INS LOOSE JULY 2025-JEN BOLEY	51.15
SBSRC TOTALS:				
Total of 17 Checks:				9,457.13
Less 0 Void Checks:				0.00
Total of 17 Disbursements:				9,457.13

## CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 09/16/2025 - 10/08/2025

BANK CODE: SBGEN - STATE BANK (3140)

Check Date	Check	Vendor Name	Description	Amount
<b>Bank SBGEN STATE BANK (3140)</b>				
09/19/2025	13270	GENESEE CO. DRAIN COMMISSION	COUNTY WATER USE 7.30.25-8.27.25	70,361.43
09/19/2025	13271	GENESEE CO. ROAD COMMISSION	CITY OF LINDEN ROAD MAINTENANCE AUG 202	2,936.90
			CITY OF LINDEN ROAD MAINTENANCE MARCH 2	1,649.52
				4,586.42
09/19/2025	13272	ROWE PROFESSIONAL SERVICES	FOREST RIDGE PLAN REVIEW AND TOWN DENTA	2,545.00
			MILL POND WALK RESTORATION AUG 2025	4,658.75
			W. ROLSTON REHAB AUG 2025	33,536.25
				40,740.00
09/19/2025	13273	CITY OF FENTON	WATER TESTING	75.00
09/19/2025	13274	KRISTYN KANYAK	MILEAGE LANSING BOE CONF 9.2,9.3.25	120.40
09/19/2025	13275	RELIANCE STANDARD LIFE INSURA	EMPLOYEE SHORT TERM DISABILITY OCT 2025	387.16
09/19/2025	13276	MICHIGAN LANDSCAPE SUPPLY CO	GRASS SEED	96.00
09/19/2025	13277	BECKS PEST CONTROL	PEST CONTROL MONTHLY 8.28.25	14.00
09/19/2025	13278	MID TOWN ACQUISITION LLC	GAS USE AUG 2025	1,143.96
09/19/2025	13279	CUNNINGHAM-LIMP	MILL BUILDING	15,000.00
09/19/2025	13280	CANDICE GARNER	DEPOSIT REFUND GAZEBO RENTAL 8.16.2025	100.00
09/19/2025	13281	ABIGAL ESSEX	DEPOSIT REFUND GAZEBO RENTAL 9.6.2025	100.00
09/19/2025	13282	CARLEY SCHNEBELT	DEPOSIT REFUND GAZEBO RENTAL 9.7.2025	100.00
09/19/2025	13283	LITHIUM FILMS	DEPOSIT REFUND EAGLE'S WP RENTAL 9.2.25	100.00
09/19/2025	13284	WELLNOW URGENT CARE	PRE EMPLOYMENT EXAM-SMITH, B	179.00
09/19/2025	13285	ACE HARDWARE	DEPARTMENT CHARGES	313.11
09/19/2025	13286	ALPINE FOOD CENTER	MEMORIAL DAY PICNIC FOOD	1,162.95
09/19/2025	13287	BLUE CARE NETWORK	EMPLOYEE HEALTH INS OCT 2025	21,406.56
09/19/2025	13288	CHARTER COMMUNICATIONS	LCC 9.13.25-10.12.25	109.99
			MILL BUILDING 9.13.25-10.12.25	150.00
			FIBER INTERNET 9.13.25-10.12.25	650.00
			CITY HALL 9.13.25-10.12.25	348.44
				1,258.43
09/19/2025	13289	DELTA DENTAL	EMPLOYEE DENTAL OCTOBER 2025	1,739.95
09/19/2025	13290	RONALD'S TREE SERVICE LLC	TREE REMOVAL	7,177.00
09/19/2025	13291	VERIZON WIRELESS	PHONE USE 7.24.25-8.23.25	1,282.53
09/19/2025	13292	WADE TRIM	SHORT PAID INV #2037776 FOR JULY PLANNI	200.00
			PLANNING SERVICES AUGUST 2025	2,300.00
			HDC SERVICES AUGUST 2025	400.00
				2,900.00
09/23/2025	763(E)	MERS	Remittance Check	9,704.30
09/23/2025	764(E)	STATE OF MI	Remittance Check	4,929.94
09/23/2025	765(E)	UNITED STATES TREASURY	Remittance Check	15,406.66
09/23/2025	13299	POLICE OFFICERS ASSN OF MICH	Remittance Check	267.30
09/26/2025	13300	GENESEE CO. DRAIN COMMISSION	GENESEE CO WATER SUPPLY BOND SLE II & I	142,355.78
09/26/2025	13301	MCINTYRE SOFT WATER SERVICE	WATER COOLERS X 9	69.75

## CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 09/16/2025 - 10/08/2025

BANK CODE: SBGEN - STATE BANK (3140)

Check Date	Check	Vendor Name	Description	Amount
<b>Bank SBGEN STATE BANK (3140)</b>				
09/26/2025	13302	ROWE PROFESSIONAL SERVICES	LINDEN 2026 BRIDGE PROJECT AUG 2025	1,778.50
			GAZEBO WALK BID DOCS AUG 2025	5,976.25
			LINDEN ROADS AUG 2025	1,890.00
				<hr/> 9,644.75
09/26/2025	13303	GENESEE VALLEY VAULT	GRAVE OPENINGS LABREE & CROSS 9.16.205	1,000.00
09/26/2025	13304	ACTION MUNICIPAL SUPPLY	CLEANING SUPPLIES & UTILITY MARKING FLA	1,612.20
			SAFETY VESTS	135.00
				<hr/> 1,747.20
09/26/2025	13305	APM MOSQUITO CONTROL	FINAL INVOICE SEPT 2025 MOSQUITO CONTRO	813.65
09/26/2025	13306	ALL N ONE LAWN CARE SERVICE	LAWN MAINTENANCE AUGUST 2025	7,220.00
09/26/2025	13307	GRAFF CHEVROLET-DURAND INC	AIRBAG LIGHT #3471	347.82
09/26/2025	13308	DORNBOS SIGN, INC	SIGNS	731.53
			SIGN BRACKETS	158.75
				<hr/> 890.28
09/26/2025	13309	ACE-SAGINAW PAVING COMPANY	COMMERCIAL TOPPING	1,078.53
			COMMERCIAL TOPPING	274.75
			COMMERCIAL TOPPING	288.19
				<hr/> 1,641.47
09/26/2025	13310	BECKS PEST CONTROL	PEST CONTROL 9.25.2025	65.00
09/26/2025	13311	PRIORITY WASTE, LLC	TRASH SERVICE OCTOBER 2025	23,730.00
09/26/2025	13312	HEATHER SHUTTER	REFUND DEPOSIT FOR EWP RENTAL 9.20.2025	100.00
09/26/2025	13313	KRASZEWSKI, DONALI	DEPOSIT REFUND LCC + GAZEBO 9.20.2025	300.00
09/26/2025	13314	THE USP STORE #3351		108.06
09/26/2025	13315	4M'S SEPTIC AND SEWER	JUNE 2025 PORTABLE TOILET RENTALS DWP,	675.00
			JULY 2025 PORTABLE TOILET RENTAL DPW, D	675.00
			AUG 2025 PORTABLE TOILET RENTAL DPW, DT	675.00
			ADDITIONAL CLEANING TOILET AT MILL ST 8	50.00
			ADDITIONAL CLEANING TOILET MILL ST 8.29	50.00
				<hr/> 2,125.00
09/26/2025	13316	VC3, INC	MONTHLY SUPPORT SEPT 2025	1,150.00
			MICROSOFT 365 SUPPORT SEPT 2025	452.90
				<hr/> 1,602.90
09/26/2025	13317	BRIGHTON ANALYTICAL L.L.C.	DRINKING WATER TESTING	30.00
09/26/2025	13318	JOHNSON CONTROLS SECURITY SOL	ALARM SERVICES MILL 10.1.25-12.31.25	599.36
09/26/2025	13319	LINDEN'S COMPLETE AUTO REPAIR	OIL CHANGE VEHICLE #87380 2020 F-250	113.33
09/26/2025	13320	MICHIGAN PIPE & VALVE	REPAIRS MANHOLE	148.06

## CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 09/16/2025 - 10/08/2025

BANK CODE: SBGEN - STATE BANK (3140)

Check Date	Check	Vendor Name	Description	Amount
<b>Bank SBGEN STATE BANK (3140)</b>				
09/26/2025	13321	NYE UNIFORM COMPANY	POLICE UNIFORM-FLEECE	129.50
			POLICE UNIFORM PANTS	294.72
				<u>424.22</u>
10/03/2025	13322	GENESEE CO. DRAIN COMMISSION	COUNTY SEWER CHARGE 6.1.25-8.31.25	132,827.52
10/03/2025	13323	MICHIGAN MUNICIPAL LEAGUE	MML MEMBER DUES 25/26	2,200.00
10/03/2025	13324	MARTHA DONNELLY	RETIREE HEALTH REIMBURSEMENT OCT 2025	417.36
10/03/2025	13325	CITY OF LINDEN	CITY HALL WATER BILL 6.1.25-8.31.25	365.29
				<u>3,587.82</u>
10/03/2025	13326	MMTA	MEMBERSHIP RENEWAL CARD/BEACH MMTA 25/2	198.00
10/03/2025	13327	ALLIANCE CAR WASH GROUP, INC		1,782.34
10/03/2025	13328	REBECCA VANDRIESSCHE	RETIREE HEALTH REIMBURSEMENT OCT 2025	595.98
10/03/2025	13339	CHAMPS CLEANERS	POLICE UNIFORM CLEANING	135.00
10/03/2025	13340	SHINE OF FENTON	EXTERIOR/INTERIOR WINDOW CLEANING 9.29.	100.00
10/03/2025	13341	ACE-SAGINAW PAVING COMPANY		567.53
			COMMERCIAL TOPPING	295.44
			COMMERCIAL TOPPING	302.68
				<u>1,165.65</u>
10/03/2025	13342	THE SHERWIN-WILLIAMS COMPANY	PAINT-BLACK	25.39
10/03/2025	13343	INNER CITY CONTRACTING LLC	LINDENWOOD ROAD PROJECT PAY APP #8	216,651.48
10/03/2025	13344	CHASE CARD SERVICE	DEPARTMENT CHARGES 8.14.25-9.13.25	2,110.50
10/03/2025	13345	CUMMINS SALES AND SERVICE	SCHEDULE EQUIPMENT MAINTENANCE	371.28
			SCHEDULED EQUIPMENT MAINTENANCE	471.85
				<u>843.13</u>
10/03/2025	13346	EDWARD DUBUC	RETIREE HEALTH REIMBURSEMENT SEPT 2025	796.00
10/03/2025	13347	FRONTIER	MILL BUILDING TELEPHONE 9.25.25-10.24.2	77.84
10/03/2025	13348	HALLS TENOVEUS FARM GREENHOUS	MUMS	110.01
10/07/2025	766(E)	MERS	Remittance Check	9,804.55
10/07/2025	767(E)	UNITED STATES TREASURY	Remittance Check	16,196.06
				<u>785,353.36</u>
SBGEN TOTALS:				
Total of 68 Checks:				785,353.36
Less 0 Void Checks:				0.00
Total of 68 Disbursements:				<u>785,353.36</u>

## CHECK REGISTER FOR CITY OF LINDEN

CHECK DATE 08/21/2025 - 10/08/2025

BANK CODE: SBTAX - STATE BANK TAX (4282)

Check Date	Check	Vendor Name	Description	Amount
<b>Bank SBTAX STATE BANK TAX (4282)</b>				
09/19/2025	2057	GENESEE CO. TREASURER	2025 TAX DISTRIBUTION 8/1/2025-8/31/202	272,230.04
09/19/2025	2058	LINDEN COMMUNITY SCHOOLS	2025 TAX DISTRIBUTION 08/01/2025-08/31/	144,962.36
09/19/2025	2059	CHARTER TOWNSHIP OF FENTON	2025 TAX DISTRIBUTION 08/01/2025-08/31/	1,267.24
09/19/2025	2060	CITY OF LINDEN	2025 TAX DISTRIBUTION 08/01/2025-08/31/	3,146.08
09/19/2025	2061	CITY OF LINDEN	2025 TAX DISTRIBUTION 08/01/2025-08/31/	13,816.98
09/19/2025	2062	CITY OF LINDEN	2025 TAX DISTRIBUTION 08/01/2025-08/31/	706.67
09/19/2025	2063	CITY OF LINDEN	2025 TAX DISTRIBUTION 08/01/2025-08/31/	250,301.92
09/19/2025	2064	CITY OF LINDEN	2025 TAX DISTRIBUTION 08/01/2025-08/31/	2,841.69
09/19/2025	2065	GENESEE INTERMEDIATE SCHOOL	2025 TAX DISTRIBUTION 08/01/2025-08/31/	43,875.15
09/19/2025	2066	MOTT COMMUNITY COLLEGE	2025 TAX DISTRIBUTION 08/01/2025-08/31/	30,288.10
10/03/2025	2067	CORELOGIC CENTRALIZED REFUNDS	2025 Sum Tax Refund 61-17-551-047	3,944.81
				<u>6,403.26</u>
10/03/2025	2068	BROHN, KELLY	2025 Sum Tax Refund 61-20-552-137	202.00
10/03/2025	2069	CORELOGIC CENTRALIZED REFUNDS	2025 Sum Tax Refund 61-20-626-060	3,478.08
				<u>7,107.59</u>
10/03/2025	2070	CORELOGIC CENTRALIZED REFUNDS	2025 Sum Tax Refund 61-21-551-004	3,459.29
10/03/2025	2071	CORELOGIC CENTRALIZED REFUNDS	2025 Sum Tax Refund 61-21-651-035	3,517.34
				<u>6,057.08</u>
SBTAX TOTALS:				
Total of 15 Checks:				786,665.45
Less 0 Void Checks:				0.00
Total of 15 Disbursements:				<u>786,665.45</u>

City Total: \$785,353.36

Loose Total: \$9,457.13

Tax Total: \$786,665.45

Grand Total: \$1,581,475.94





# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

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**MEETING DATE:** October 14, 2025

**AGENDA TOPIC:** Resolution No. 18-25  
**MDOT AGREEMENT**

**To:** Mayor and City Council  
**From:** Ellen Glass, City Manager  
**Submitted:** October 7, 2025  
**Subject:** Resolution No. 18-25 Approval of MDOT Contract No. 25-5480

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 this project.

STAFF RECOMMENDATION

I recommend City Council approves Resolution No. 18-25 A Resolution Approving the Agreement with the Michigan Department of Transportation Contract Number 25-5480 and Designation of Authorized Signer for the work proposed.

MOTION

Move to approve Resolution No. 18-25 A Resolution Approving the Agreement with the Michigan Department of Transportation Contract Number 25-5480 and Designation of Authorized Signer.

SUPPORTING MATERIALS ATTACHED:

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

**CITY OF LINDEN**

**RESOLUTION NO. 18-25**

**A RESOLUTION APPROVING THE AGREEMENT WITH THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 25-5480  
AND DESIGNATION OF AUTHORIZED SIGNER**

At a regular meeting of the City Council of the City of Linden (the "City"), held on Tuesday, October 14, 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 restoration and rehabilitation of its transportation infrastructure and safety for vehicular and pedestrian traffic;

**WHEREAS** the City of Linden has received and agrees to the terms included in Michigan Department of Transportation Contract Number 25-5480, which outlines Project work:

PART A – FEDERAL PARTICIPATION: Hot mix asphalt cold milling, pavement repairs and paving along Broad Street from Bridge Street to Hickory Street, including earthwork, subbase and aggregate base, concrete curb and gutter repairs, curb ramps, sidewalk, permanent signing and pavement markings; and all together with necessary related work; and PART B – FEDERAL PARTICIPATION: Hot mix asphalt cold milling, pavement repairs and paving along Broad Street from Hickory Street to Ripley Road, including earthwork, subbase and aggregate base, concrete curb and gutter repairs, curb ramps, sidewalk, permanent signing and pavement markings; and all together with necessary related work;

**WHEREAS** 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, hereby approves:

1. Michigan Department of Transportation Contract 25-5480; and
2. Authorization of the City Manager, Ellen Glass and the Director of Public Works, Don Grice, to sign Contract No. 25-5480 (enclosed), the agreement with the Michigan Department of Transportation necessary for the project.

**PASSED AND APPROVED** this 14<sup>th</sup> day of October, 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 October 14, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

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

STP

DA

Control Section	STU 25000; STUL 25000
Job Number	216182CON; 221499CON
Project	25A0973; 25A0974
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5480

### 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 September 18, 2025, attached hereto and made a part hereof:

#### PART A – JOB #216182CON; FEDERAL PARTICIPATION

Hot mix asphalt cold milling, pavement repairs and paving along Broad Street from Bridge Street to Hickory Street, including earthwork, subbase and aggregate base, concrete curb and gutter repairs, curb ramps, sidewalk, permanent signing and pavement markings; and all together with necessary related work.

#### PART B – JOB #221499CON; FEDERAL PARTICIPATION

Hot mix asphalt cold milling, pavement repairs and paving along Broad Street from Hickory Street to Ripley Road, including earthwork, subbase and aggregate base, concrete curb and gutter repairs, curb ramps, sidewalk, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; 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:

### SURFACE TRANSPORTATION PROGRAM

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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.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated September 18, 2025, and made a part of this document.

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 costs incurred by the DEPARTMENT and the REQUESTING PARTY for construction engineering, construction materials testing, and inspection and any other costs incurred by the DEPARTMENT as a result of this contract.

Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

The costs incurred by the REQUESTING PARTY for preliminary engineering 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 Michigan Department of Environment, Great Lakes, and Energy. 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, at PROJECT COST, shall:

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- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- B. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART A portion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

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.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 78.07 percent. 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.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$385,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B 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.

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.

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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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PART B portion of the PROJECT.

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 or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents 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 the highway 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 the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

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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 jurisdiction of the highway described as the PROJECT 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:



September 18, 2025

EXHIBIT I

CONTROL SECTION	STU 25000; STUL 25000
JOB NUMBER	216182CON; 221499CON
PROJECT	25A0973; 25A0974

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$589,440	\$381,635	\$ 971,075
Construction Engineering, Construction Materials Testing, & Inspection	\$ 88,416	\$ 0	\$ 88,416
GRAND TOTAL ESTIMATED COST	\$677,856	\$381,635	\$1,059,491

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$677,856	\$381,635	\$1,059,491
Less Federal Funds	<u>\$529,202</u>	<u>\$312,368*</u>	<u>\$ 841,570</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$148,654	\$ 69,267	\$ 217,921

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

NO DEPOSIT

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**EXHIBIT II**  
**Notification of Required Federal Program Information to Subrecipients for**  
**Federal Funding – PART A**

Does this project receive Federal funds?    ☒ Yes            ☐ No

Subrecipient's Name:            City of Linden

Subrecipient's Unique  
Entity Identifier Number    NMUEVC85CBH5  
(UEI):

Federal Grant/Project  
Number(s):                    25A0973

MDOT Project Number:            216182CON

Project Description:            Hot mix asphalt cold milling, pavement repairs and paving along  
Broad Street from Bridge Street to Hickory Street, including  
earthwork, subbase, aggregate base, concrete curb and gutter  
repairs, curb ramps, sidewalk, permanent signing and pavement  
markings; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title:    CFDA 20.205  
Highway Research Planning &  
Construction

Federal Award Identification Number(s) (FAIN):    693JJ22530000Y230MI25A0973

Federal Award Date:    August 28, 2025

Period of Performance Start Date:    August 28, 2025

Period of Performance End Date:    June 27, 2027

Amount of Federal Funds obligated by this action: \$529,202

Total amount of Federal Funds obligated: \$529,202

Total amount of the Federal award: \$677,856

Budget Approved Cost sharing or matching, where applicable:  
Federal Participation: \$529,202; Local Participation: \$148,654

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E.  
Michigan Department of Transportation  
425 West Ottawa Street  
Lansing, MI 48909

Is this a Research and Development award:    ☐ Yes            ☒ No  
Indirect cost rate for the Federal award (if applicable):    Not Applicable

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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.





# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

**MEETING DATE: OCTOBER 14, 2025**

**DEPARTMENT: DPW**

**To:** Mayor and City Council  
**From:** Ellen R. Glass, City Manager; Don Grice, Public Works Director  
**Submitted:** October 8, 2025  
**Subject:** Motion to Approve the Linden Gazebo Sidewalk Reconstruction Project

### INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

For many years, city staff have had a vision to provide a safe and accessible viewing area for visitors to enjoy events and entertainment occurring at the Kimble-Sharp Gazebo located within Kimble-Sharp Gazebo Park. The intent of the project is to provide an exclusive and convenient viewing area for visitors with limited mobility, so that they can safely enjoy activities and events taking place at the gazebo. We are also excited to share that the city has received funding through a Genesee County Community Development Block Grant (CDBG) to fund this project. These federal dollars are currently projected to cover the complete cost for this improvement.

The city sought solicitations for this project through advertising in the Tri-County Times, as well as the MITN (Bidnet Direct) web service. Based on an audit of these advertisements, the project was advertised to over 805 vendors. On September 11, 2025, the city received two bids for the project. The results of those bids are below:

Company	Project Cost
LA Construction	\$114,996.00
MDT Construction	\$13,952.54

### STAFF RECOMMENDATION

This project has been a longtime goal for the City of Linden. In addition to being necessary, we also believe it is important to take a proactive role to provide opportunities for the less mobile members of our community. These efforts ensure that they can enjoy the activities provided by the city and other community partners at the Kimble-Sharp Gazebo. Additionally, we can accomplish this goal through grant funding. For these reasons, staff recommends approval of the Linden Sidewalk Reconstruction Project.

### MOTION

Move to approve the Linden Gazebo Sidewalk Reconstruction Project and award the project to MDT Construction in the amount of \$13,952.54.

SUPPORTING MATERIALS ATTACHED:

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



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**NOTICE OF AWARD**

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Date of Issuance: September 30, 2025

Owner: City of LindenCity of Linden Owner's Contract No.:  
Engineer: ROWE Professional Services Company Engineer's Project No.: 21C007621C0076  
Project: Linden Gazebo CDBG ProjectLinden  
Gazebo CDBG Project  
Contract Name: Linden Gazebo CDBG ProjectLinden  
Gazebo CDBG Project  
Bidder: MDT Construction

Bidder's Address: 423 River Woods Drive, Flushing, MI 48433-2174

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated September 10, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

*Remove, replace, and widen concrete sidewalk at Kimble Sharp Gazebo and Park.*

The Contract Price of the awarded Contract is: Thirteen Thousand, Nine Hundred Fifty-Two Dollars and 54/100 (\$13,952.54).

- [3] unexecuted counterparts of the Agreement accompany this Notice of Award, and three copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor), or make available to Owner electronically.
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Deliver signed change order #1.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Linden

By (signature):

Name (printed):

Title:

Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of LindenCity of LindenCity of LindenCity of Linden ("Owner") and  
MDT Construction Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Remove, replace, and widen concrete sidewalk at Kimble Sharp Gazebo and Park.

## ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Linden Gazebo CDBG ProjectLinden Gazebo CDBG ProjectLinden Gazebo CDBG ProjectLinden Gazebo CDBG Project

- 2.02 The Contractor acknowledges that this project is funded through a Community Development Block Grant Program grant from the U.S. Department of Housing and Urban Development.

## ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained ROWE Professional Services Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by ROWE Professional Services Company

## ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be substantially complete within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment at monthly intervals during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 90 percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 2 percent per annum.

### **ARTICLE 7 – CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney ).
  - b. Payment bond (together with power of attorney ).
  - c. Bid bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: City of Linden, Gazebo Sidewalk Reconstruction
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, if any, with respect to the effect of such information, observations, and Technical Data on a) the cost, progress, and performance of the Work; b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### 8.04 *Grant Compliance*

- A. *Prevailing Wage.* The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section.



For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found <https://sam.gov/wage-determination> and select Domain.

1. The Federal Labor Standards Provisions and the wage decision for this project are attached.
- B. *Equal Employment Opportunity.* The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)
  1. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).
  2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)
  3. Participation Goals for Minorities and Females
- C. *Minority/Women/Disadvantaged Business Enterprises.* The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.
  1. A list of references for locating a MBE/WBE/HBE
- D. *Section 3.*The Section 3 Clause (24 CFR Part 135.38) is included. Any Business Enterprise (Concern) claiming Section 3 status must fill out the form.
- E. *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the “Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.
- F. *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/background/adaag>. This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.
- G. *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.
- H. *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of LindenCity of LindenCity of LindenCity  
of Linden

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Designated Representative (if necessary):

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

132 E. Broad Street

Linden, MI 48451Linden, MI 48451Linden,  
MI 48451Linden, MI 48451

Phone:

Email:

\_\_\_\_\_  
(If Owner is a corporation, attach evidence of  
authority to sign. If Owner is a public body, attach  
evidence of authority to sign and resolution or  
other documents authorizing execution of this  
Agreement.)

Contractor:

MDT Construction

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

(If Contractor is a corporation, a  
partnership, or a joint venture, attach  
evidence of authority to sign.)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Designated Representative (if necessary):

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

423 River Woods Drive

Flushing, MI 48433-2174

Phone:

Email:

License

No.:

\_\_\_\_\_  
(where applicable)

State:

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*



# CITY OF LINDEN

## CITY COUNCIL AGENDA MEMO

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**MEETING DATE:** October 14, 2025

**AGENDA TOPIC:** 210 Oak St. - Conditional Rezoning

**To:** Mayor and City Council  
**From:** Ellen Glass, City Manager  
**Submitted:** October 10, 2025  
**Subject:** Applicant's Request for New Vote for Conditional Rezoning: 210 Oak St.

INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

We are in receipt of a request from Debra Cameron (emailed October 2, 2025) for the City Council to consider a new vote with the full Council present. The applicant's item was a Business Item on the September 22, 2025 meeting agenda (please reference materials provided within previous agenda packet). The motion ultimately failed, as it resulted in a 3-3 tied vote, with one Councilor being absent.

STAFF RECOMMENDATION

So long as a full Council is present, I recommend City Council consider acting on the applicant's request for renewal of the motion and new vote.

MOTION

Motion to renew and [approve/deny] the conditional rezoning request for 210 Oak Street, In consideration of the Planning Commission's recommendation of adoption and agreement with the Planning Commission's findings that the request satisfies the review standards of Section 154.030,(E) of the City of Linden Zoning Ordinance, I move to adopt the conditional request submitted by property owner Debra Cameron to rezone 210 Oak Street from the R-3 Single-Family Residential District to the R-4 Multiple Family Residential District. I further move that the condition offered by the applicant be incorporated into a signed statement of conditions acceptable to the City Attorney.

SUPPORTING MATERIALS ATTACHED:

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

**CITY OF LINDEN**  
**ORDINANCE NO. \_\_\_\_**

An ordinance amending Chapter 90 of the Code of Ordinances by adding thereto a new Section 90.16 regarding the feeding of deer.

**THE CITY OF LINDEN ORDAINS THAT:**

**Section 1. Amendment of Chapter 90 of the Code of Ordinances.**

The City hereby amends Chapter 90 of the Code of Ordinances by adding thereto a new section 90.16 to read as follows:

**§ 90.16 Feeding Deer**

(A) No person may place or permit placement of any food or other edible material outdoors which may be reasonably expected to attract or feed deer. The foregoing prohibition does not apply to naturally growing materials from fruit trees, trees, shrubs, crops, flowers, gardens producing fruit or vegetables for household consumption, or bird feeders at least four (4) feet off the ground.

(B) This prohibition shall not apply to:

(i) Veterinarians, city/county animal control officers, parks maintenance staff, or county, state or federal game officials who are in the course of their duties, have deer in custody or under their management.

(ii) Any food placed upon the property for purposes of trapping or otherwise taking deer where such trapping or taking is pursuant to a permit issued by the Michigan Department of Natural Resources.

(iii) The use of straw, hay or straw-related materials for erosion control, mulching, gardening or other landscape purposes.

(C) Enforcement.

(i) Violations of this section are hereby declared to constitute a public nuisance.

(i) A violation of any provision of this section is a civil infraction punishable by a fine of not more than \$100, for each day upon which a violation occurs after written notice is provided, plus all costs of the action.

(iii) Nothing contained in this chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the prevention or elimination of a public nuisance.

**Section 3. Effective Date.**

This Ordinance shall become effective ten (10) days following publication

At a regular meeting of the Linden City Council held on October \_\_\_\_, 2025, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

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

\_\_\_\_\_  
Elizabeth Armstrong  
City Mayor

### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_ which was enacted by the Linden City Council at a regular meeting held on \_\_\_\_\_, 2025.

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



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To: Ellen Glass, City Manager

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

Date: October 8, 2025

Re: Friends of the Loose Center

Per our Southern Lakes Park and Recreation Agreement for 2024, Loose agreed to the creation of a Loose Center Advisory Group to support the ongoing success and future direction of the Loose Center. As the center continues to reach and serve residents aged 50 and older, it is essential that we maintain a vibrant, modern, and thriving environment that reflects the needs, interests, and aspirations of our active adult community. This Board will serve in an advisory capacity to the Center's Director, offering insight, feedback, and community perspective to help guide programming, facilities planning, and long-term vision. This group will not act in a governing role, but rather as a collaborative resource to ensure the Loose Center remains a dynamic and inclusive space for engagement, learning, and wellness.

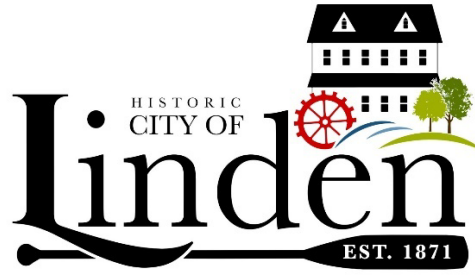
**Proposed Board Composition:**

- One (1) representative from Fenton Township
- One (1) representative from the City of Fenton
- One (1) representative from Argentine Township
- One (1) representative from the City of Linden (not a City Council member)
- One (1) representative from SLPR (Southern Lakes Parks & Recreation)

This structure ensures a balanced representation from each of the partnering communities the Center serves. Members will be appointed by the Director based on their interest, experience, and commitment to enhancing the lives of older adults in our area. The Director will establish guidelines for overall expectations and membership.

Respectfully submitted,

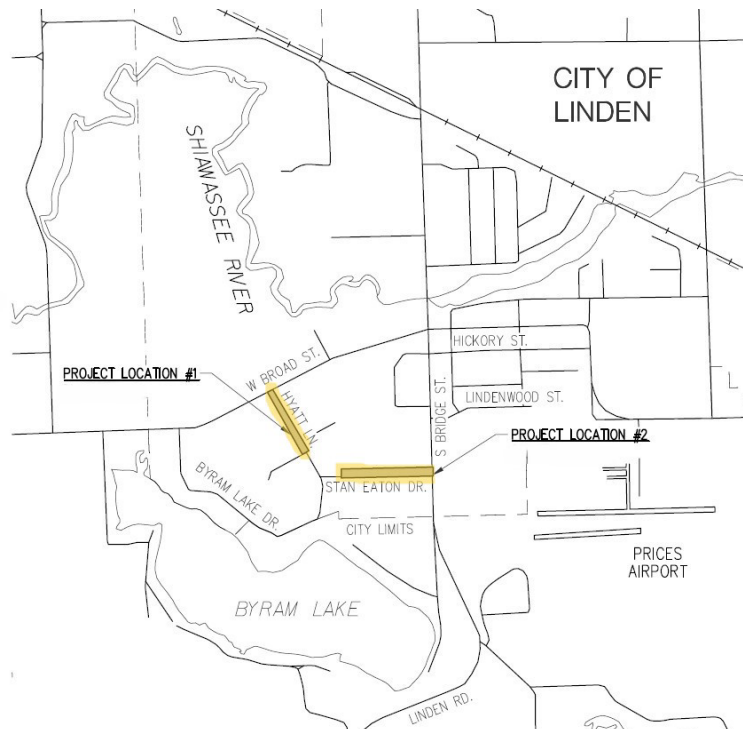
Tessa Sweeney,  
Director of Senior Services & Community Engagement



## PUBLIC MEETING NOTIFICATION

Wednesday, October 15, 2025, 6:00 p.m. at the  
Linden Community Center (old VFW)  
105 Mill Street, Linden, MI

The City of Linden will be hosting a public meeting to discuss the upcoming Safe Routes to School Program scheduled along Hyatt Lane and Stan Eaton Drive this fall. Residents and property owners affected by the project are encouraged to attend the meeting to receive project details prior to the start of construction. For additional information call 810-735-7980





# ZOMBIES, SCARECROWS, & MONSTERS

Happening In Linden  
Presents

## OCTOBER 17<sup>TH</sup> & 18<sup>TH</sup>

## EAGLES WOODEN PARK – LINDEN

SCHEDULE OF EVENTS:  
OCTOBER 17<sup>TH</sup> & OCTOBER 18<sup>TH</sup>

5:30 PM – 10 PM FOOD TRUCKS @ THE PARK

(TWISTED BURGER & GRAND TRAVERSE PIE COMPANY)

6:00 PM – 8 TRICK OR TREAT TRAIL OPEN

6:30 PM ZOMBIE WALK BEGINS\*

ZOMBIES START GATHERING NEAR THE LIBRARY @ 5:30 PM

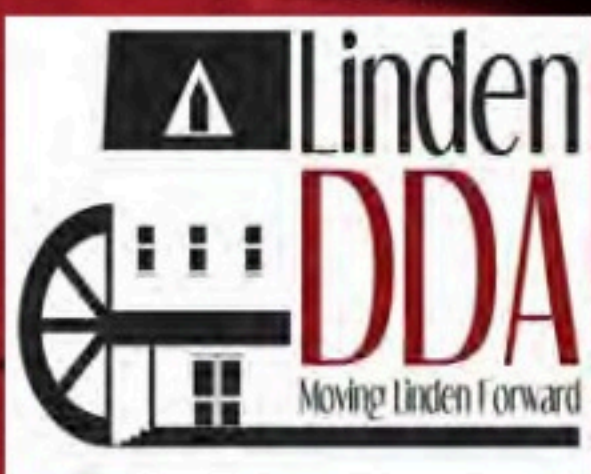
7:15 THRILLER FLASHMOB DANCE PERFORMANCE\*

8:15 PM – 10:30 SCARE TRAIL OPEN

\*ZOMBIE WALK AND FLASH MOB ON FRIDAY ONLY. VENDORS AND OTHER ACTIVITIES IN THE PAVILION BOTH NIGHTS, AND SURPRISES AROUND EVERY TURN ON THE TRAILS. THIS EVENT IS FAMILY-FRIENDLY, BUT THE SCARE TRAIL IS NOT FOR THOSE WHO ARE EASILY SCARED.

PREMIER PARTNER

COMMUNITY PARTNER SPONSORS



FRIENDS OF THE COMMUNITY

TRICK OR TREAT  
TRAIL SPONSOR

SCAN FOR  
MORE INFORMATION



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



# Radon Awareness & Environmental Health Fair

Monday, October 27 • 1:30 - 3:30

The city of Linden and surrounding areas are impacted by Radon. Radon is a naturally occurring radioactive gas that is tasteless, odorless and colorless that with exposure can cause many adverse health effects.

Come join Michigan Department of Environment, Great Lakes and Energy & Genesee County Environmental Health as they discuss Radon prevalence, free testing and remediation.

A Sanitarian will also be present to discuss well water testing and septic questions.

## Also including:

Veterans Affairs, Immunization, Toxicologist, health related info and more! Linden Brewtique will be supplying the coffee and Beloved Books will be providing baked goods.



707 N. Bridge St.  
Linden, MI 48451  
810-735-9406

WHAT YOU NEED TO  
KNOW ABOUT



**Radon**

