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

Monday, May 12, 2025 6:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

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

IV. SPECIAL PRESENTATIONS

V. PUBLIC HEARINGS
(A) City of Linden Fiscal Year 2025-2026 Budget

VI. CORRESPONDENCE
(A) Comment Submitted on Behalf of Spaulding Manufacturing

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

VIII. CONSENT AGENDA
The following item(s) are considered routine and will be enacted by one motion. No separate discussion will occur unless a Council Member or citizen requests such discussion, in which event the item(s) will be removed from the Consent Agenda and considered in the normal sequence of business.
(A) City Council Meeting Minutes from April 14, 2025
(B) Application to Use Public Property - Happening In Linden Karaoke at the Mill Pond: Tuesdays, June – August
(C) Application to Use Public Property - Happening In Linden River Roast: Saturday, July 18 – Sunday, July 19, 2025
(D) Street Collection Application – Fenton Knights of Columbus #7418: Saturday, October 11, 2025
(E) Financial Reports

IX. UNFINISHED BUSINESS

X. NEW BUSINESS
(A) Resolution No. 07-25 Adoption of the City of Linden Fiscal Year 2025-2026 Budget
(B) Resolution No. 08-25 Adoption of the City of Linden Fiscal Year 2025-2026 Fee Schedule
(C) Resolution No. 09-25 Authorizing the Compensation for all City Officers, Employees and Volunteer Fire Department
(D) Resolution No. 10-25 Adoption of Fiscal Year 2025-2026 Purchasing Resolution
(E) Forest Ridge Estates Preliminary Unit Development (PUD)
(F) Water Rate Fee Structure

XI. MANAGER'S UPDATE

XII. CITY ATTORNEY'S UPDATE

XIII. DEPARTMENT REPORTS
(A) Police Department Report
(B) Code Enforcement Report
(C) Fire Department Report
(D) Department of Public Works Report

XIV. COUNCIL COMMENTS & REPORTS

XV. CLOSED SESSION
(A) Attorney-Client Privilege Letter

XVI. ADJOURNMENT

CITY OF LINDEN
CITY COUNCIL
NOTICE OF PUBLIC HEARING FOR FISCAL YEAR 2025-2026 BUDGET
MONDAY, MAY 12, 2025

NOTICE IS HEREBY GIVEN, the City of Linden City Council will conduct a public hearing as part of its regular meeting agenda Monday, May 12, 2025 at 6:30 p.m. within The Loose Senior Center located at 707 North Bridge Street, Linden, Michigan 48451. The purpose of the hearing is to hear citizens' comments on the proposed Fiscal Year 2025-2026 Budget for the City of Linden.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

Copies of the proposed Fiscal Year 2025-2026 Budget are available for public review at City Offices located at 132 East Broad Street, Linden, MI, 48451 during regular business hours Monday through Thursday from 8:00 a.m. to 5:00 p.m. (closed 12:30 p.m. to 1:30 p.m. for lunch), and Friday from 8:00 a.m. to 1:00 p.m. Please contact the City Clerk by 4:00 p.m. the day of the meeting by phone at (810) 735-7980 or by email at clerk@lindenmi.us should you have any special needs or requests for accommodations. Persons wishing to comment may do so during the hearing. Written comments may also be submitted prior to 4:00 p.m. on May 12, 2025 via email to clerk@lindenmi.us or addressed to:

Kristyn Kanyak, City Clerk
132 East Broad St.
P.O. Box 507
Linden, MI 48451

Post: April 30, 2025
Publish: May 4, 2025

Outlook

Spaulding Mfg

From alan@spauldingmfg.com <alan@spauldingmfg.com>
Date Fri 5/9/2025 9:38 AM
To Kristyn Kanyak <clerk@lindenmi.us>

Statement to the Linden City Council:
Dear Members of the City Council,
I am writing on behalf of Spaulding Manufacturing to express our concerns regarding the recent approval of the bid for the asphalt hot box. It has come to our attention that the bidding process was not conducted in a fair and transparent manner, and we believe the council needs to closely review the circumstances to ensure compliance with both local and state regulations.

Specifically, we were instructed by Don Grice to include a hydraulic tamper lift in our quote, which was part of our bid for the project. However, we were not made aware that the two other companies bidding were allowed to submit quotes for a cheaper version of the tamper lift, which gave them a significant advantage. Had we been allowed to submit a bid with the less expensive version of the tamper lift, we would have been the lowest bidder and likely would have secured the contract because of the criteria that you set to accept the lowest bid.

Additionally, Don Grice informed us that the MIDEAL contract should be used for pricing purposes. However, upon review, it appears that KM International did not adhere to MIDEAL pricing in their bid. This raises further concerns about the consistency and fairness of the process, as the intent of the MIDEAL contract is to ensure fair and standardized pricing.

We respectfully ask the council to carefully reevaluate the bidding process to ensure that it complies with all applicable rules, including the Linden City Charter, the State of Michigan's regulations, and the MIDEAL rules and regulations. This issue is of great concern to us, and we believe a fair and equitable process should be upheld to ensure the integrity of future city contracts.

Thank you for your time and consideration. We look forward to your response and a resolution to this matter.
Sincerely,
Spaulding Manufacturing

Alan Young
Sales Manager
Spaulding Mfg.
989-777-4550
alan@spauldingmfg.com
www.spauldingmfg.com

CITY OF LINDEN
CITY COUNCIL MEETING
MONDAY, APRIL 28, 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 6:31 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 soldiers.

City Council Present: Mayor Elizabeth Armstrong, Mayor Pro tem Brad Dick, Pam Howd, Denise Miller, Tom Hicks, Brenda Simons, Jerry Link
Absent: None
Others Present: Ellen Glass, City Manager; Scott Sutter, Chief of Police; Brian Will, Fire Chief; Don Grice, Director of Public Works; Brooke Card, City Treasurer; Tessa Sweeney, Director of Senior Services and Community Engagement; Kristyn Kanyak, City Clerk; Michael Gildner, City Attorney; Dave Richmond, City Engineer; Adam Young, City Planner & Zoning Administrator

a. Excuse Absent Member(s)

None.

SPECIAL PRESENTATIONS

(A) Brodie Killian, PFM Financial Advisors LLC – Rate Analysis

Glass briefly explained purpose of presentation. Brodie Killian, PFM Financial Advisors LLC, provided an introduction and presented on 2025 water rate study review; shared findings; and reviewed different rate scenarios in detail.

Councilors, Kilian and Staff discussed: different scenarios provided; usage and meter size costs; multiplier (MEU) factor calculation reasoning; referenced various presentation slides; fees; capital improvement projects investment; bond versus cash funding; brief discussion on 4" users; Shiawassee Shores' payment structure with Staff; rate scenarios and fees; length of debt fee; universal factor regarding meter size; Linden Community Schools water accounts and meter size with Staff; average usage; lawn water meters fee structure, brief discussion with Staff. Armstrong clarified resident questions will be handled when this item returns to Council.

(A) Proclamation Recognizing Life Saving Efforts

Glass provided an introduction for individuals being recognized for life saving efforts. Chief Sutter introduced the gentleman whose life was saved, as well as everyone involved; reviewed what happened; commended and thanked them for their roles; referenced Proclamation.

PUBLIC HEARINGS

None.

CORRESPONDENCE
None.

PUBLIC COMMENT
Armstrong reviewed public comment procedure.

Public comment requested update on Mill renovation progress. Brief discussion with Armstrong about public comment response process.

Public comment about water; referenced presenter comments from previous meeting, shared concerns with separation of powers, explained elected Genesee County Drain Commissioner sits on multiple boards pertaining to water project entities, boards' membership and expressed funding concerns; shared reasoning for requested County ARPA funds outside audit.

Public comment sharing opinion of waste and referenced scenario pertaining to handling of recent Loose porch removal, shared alternative options and future waste reduction by city.

Public comment requested clarification on presentation item and bond length; requested outside audit pertaining to previous public comment; and shared rate option opinion.

Public comment thanked Councilor Dick for addressing recent emailed concerns; shared concerns regarding consent agenda; financials; correspondence items; City Manager; Councilors talking behind their hands and phone use during meetings; unethical social media postings; referenced prior trash mountain complaint; and City Manager concern pertaining to motions.

Grice provided update on Mill project. Glass addressed public comments regarding: County ARPA funding concerns; reasoning for prompt porch removal; will follow up regarding rates; offered meeting to address concerns with resident commentor.

CONSENT AGENDA

(A) City Council Meeting Minutes from April 14, 2025
(B) Resolution No. 06-25 Adoption of Fiscal Year 2024-2025 Budget Amendments
(C) Financial Reports

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

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

UNFINISHED BUSINESS
None.

NEW BUSINESS
Armstrong reviewed public comment procedure for individuals and groups.

(A) Forest Ridge Estates Preliminary Unit Development (PUD)

Young reviewed memo within the agenda packet for Council action and the construction project checklist utilized by Staff.

Armstrong, Young and Richmond discussed: performance guarantees; reasoning and what it encompasses; potential options for bond and road monitoring. Danny Nemer, the applicant, as well as his Attorney George Rizik and Engineer, Rade Beslac, were present. Councilors, Nemer and Beslac discussed: water concerns; wetland areas; retention ponds; next steps with County Drain Commission; existing issues with water in basements and plan for new homes; and area flooding; and confirmed removal of birm from plan.

Nemer's Attorney George Rizik discussed: site plan and project elements; meeting ordinance and other requirements; Planning Commission recommendations and sixth condition in detail and reasoning for; monitoring of road condition and measuring; and referenced previous correspondence provided for use of Andrea Avenue. Discussion between Councilors and Rizik regarding: Planning Commission's sixth condition; Andrea Ave. versus Laura Lane, public versus private road use. Rizik explained previous correspondence, timeline provided and Andrea Ave. option; and road monitoring.

Motion by Armstrong, second by Hicks to postpone until the next Council meeting in May. Roll call. Motion carried 7-0.

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

Brief discussion between Hicks and Rizik regarding high water table; site plan; and soil boring tests.

Glass requested clarification for items to be resolved. Armstrong confirmed reasoning, Andrea Avenue performance bond and explained unaware it was an option until tonight. Gildner confirmed understanding.

Gildner clarified amount of time for a group representative public commentor.

Public comment on behalf of Forest Ridge Glens HOA Board of Directors, provided a recap of previous public comment; referenced images within packet on-screen and discussed; referenced: resident's previous public comment; wetlands and delineation report; staff checklist within packet; requested Council have issued taken care of before approval, referenced ordinance.

(B) Motion to Award 2024-2025 Catch Basin Cleaning and Inspection Program Contract
Grice reviewed memo. Howd confirmed with Grice it's a State requirement. There were no questions or comments received from the rest of Council or the public.

Motion by Howd, second by Miller to approve this contract. Roll call. Motion carried 7-0.

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

(C) Motion to Award 2024-2025 Sanitary Sewer Line Cleaning and Video Inspection Program Contract
Grice reviewed memo. No questions or comments were received from Council or the public.
Motion by Miller, second by Link to approve the contract. Roll call. Motion carried 7-0.

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

(D) Motion to Approve the Purchase of an Asphalt Hotbox/Reclaimer
Grice reviewed memo and referenced images provided within the agenda packet.

Public comment on salvaging of old unit. Grice addressed.

Miller and Grice discussed storage and reasoning. Hicks and Grice discussed diesel versus propane option for maintenance purposes, exterior surface and longevity.

Motion by Howd, second by Miller to approve the purchase of the topcoat asphalt hotbox. Roll call. Motion carried 7-0.

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

(E) Genesee County CCIF Agreement
Glass reviewed memo pertaining to agreement, referenced updated attachment shared with Council specific to the city and payment scenario if not approved.

Public comment requested if residents can have details before vote and reasoning.

Public comment on second entity referenced earlier and elected official on various boards, need money audited and tracked before voting; requested to know if it's separate entities. Glass explained agreement purpose. Gildner explained separate city and county audits; audits are public records, explained forensic audit and high cost of forensic audit.

Public comment about looking out for taxpayer dollars.

Discussion between Link, Glass and resident commentor. Gildner explained governmental audit filing requirements and confirmed city audit procedure with Staff. Council and Staff briefly discussed the agenda item.

Motion by Howd, second by Link to approve the CCIF Annual Fees Agreement between the City of Linden and the Genesee County Drain Commissioner's Office as outlined and furthermore, authorize the City Manager and staff to finalize the transfer of ownership of the water treatment plant and adjacent wells to the Genesee County Drain Commissioner's Office.

Dick and staff discussed REUs and differing MEUs figure in PFM Presentation.
Public comment regarding the debt fee and the agreement; asked about paying in advance. Glass addressed.

Public comment referencing a previous discussion. Glass addressed.

DRAFT

Roll call. Motion carried 5-2.

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

(F) Fiscal Year 2025-2026 Draft Budget (Discussion Only)
Glass provided an overview of the budget process and highlights. Council recessed at 8:57 p.m. Council returned from recess at 9:01 p.m. Glass and Staff reviewed the draft budget; explained revenues and expenses for each department and addressed Council's questions.

CITY MANAGER'S REPORT
Glass provided a verbal update on the following items:

- Lindenwood Road Improvement Project progress
- Applied for additional funds from Rivet's Office and Rep. Mueller's Office
- Memorial Day planning and volunteers needed
- Mill RFP Update

CITY ATTORNEY'S REPORT
Gildner elaborated on the city audit procedure with Staff and discussed required filing and reporting. Brief discussion between Simons and Gildner regarding County having their own audit and process.

DEPARTMENT REPORTS
Armstrong acknowledged receipt of reports from the Police Department, Code Enforcement, Department of Public Works (DPW) and Fire Department. Simons shared recent police-related observation.

COUNCIL COMMENTS AND REPORTS
Simons commented on public comment received earlier regarding City Manager over-talking the Mayor; Council roles; offered explanation of device-use and reasoning; and reasoning for communication amongst Council during meetings; and clarified motion process.

Miller thanked individuals for lifesaving involvement; commented on chorus group during soup event; reasoning for her device use; proud of all and hopes to continue good work.

Hicks commented he returned from out of state to make the meeting, appreciated public for being there; thanked police for watching house while away.

Howd addressed public comment earlier pertaining to mileage reimbursement and reasoning, thanked everyone for staying late.

Armstrong thanked Miller, Glass, Rep. Mueller and assistant Moon for help with city application and expected response timeframe.

No comments from Councilors Link or Dick.

CLOSED SESSION
None.

ADJOURNMENT
Motion by Howd, second by Miller to adjourn the meeting. Motion carried 7-0. The meeting was adjourned by Mayor Armstrong at 9:51 p.m.

Respectfully Submitted,

_____ Approved: _____

Kristyn Kanyak, City Clerk

DRAFT

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

Your Approved form is your confirmation

RECEIVED
APR 28 2025
BY:

City of Linden

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: Community Karaoke at the MillPond

Happening In Linden — (Name of Sponsoring Organization)

4/23/2025 — (Date Submitted)

Mary Dodt - Dick — (Name of Organization Representative in Charge of Event)

[redacted] — (Tax Exempt Organization)

[redacted] LINDEN, MI 48451 — (Complete Mailing Address of Representative)

[redacted] — 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. Karaoke on the Kimble Sharp Gazebo with a Food Truck alongside the Community Center, in the Main St. Parking Lot.

Date(s) of Event: 6/10,6/24,7/8,7/22,8/5 & 8/19

Time of Event: (Begin) 5:00 pm

(Each Day) (End) 9:00 pm

Identify the **Public Property** that you are requesting to use: i.e. Streets, Parks, Parking Lots, etc. Kimble Sharp Park and Gazebo, Main st. parking along the Community Center for Food Truck Parking. In Case of inclement weather the Community itself, if available.

(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 4

If Street Closure is Necessary - Time of Barricading (Each Day): (Begin) _____ (End) _____

Streets to be Closed: N/A

(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 — Applicant's Signature

4/23/2025 — Date

(To be determined by City Administration)

Approval/Comments by:

Chief of Police: _____ Date: 4-28-25

Conditions of Approval: _____

_____

Fire Chief: _____ Date: 4-29-25

Conditions of Approval: _____

_____

City Manager: Ellen Glass Date: 4-29-25

Conditions of Approval: _____

_____

Director of Public Works: Don Grice Date: 4/29/25

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 _____

City of Linden

132 East Broad Street • P.O. Box 507 • Linden, Michigan 48451-0507
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.

__X__ 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.

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

__X__ 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).

__X__ 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.

__X__ 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). Most provide handicap accessible restroom.

_____ Parking and Shuttles provided? Please describe.

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

__X__ 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: 4/23/2025 Sponsor/Applicant Mary Dodt-Dick

Name of Event Community Karaoke at the MillPond Date of Event 6/10,6/24,7/8,7/22,8/5 & 8/19

City of Linden

132 East Broad Street • P.O. Box 507 • Linden, Michigan 48451-0507
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 Community Karaoke in the Kimble Sharp Park and Gazebo and in and around the Community Center Building and Grounds including paking lots

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
*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 _____

City of Linden

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

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): 04/08/2025

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).

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

COVERAGES **CERTIFICATE NUMBER:** 25/26 Liability **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NBP1561168	04/05/2025	04/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] 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

City of Linden
132 E Broad St
Linden MI 48451

CANCELLATION

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

David L. McCredie

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Karaoke

Karaoke

Barricades

Food Truck Parking



KARAOKE

AT THE MILL POND

Happening In Linden Presents

PREMIER PARTNER

Linden DDA
Moving Linden Forward



TUESDAYS 6pm - 9pm

JUNE 10 & 24, JULY 8 & 22

AUGUST 5 & 19

Kimble Sharp Park & Gazebo, Linden

FUN FOOD TRUCK GIVEAWAYS

Sharp FUNERAL HOMES

hilinden.com

Beacon & Bridge MARKET

Friend of the Community

choice one BANK

SHIAWASSEE SHORES Retirement Park

VIC BOND SALES

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

Your Approved form is your confirmation

RECEIVED
APR 28 2025
BY:

City of Linden

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: RIVER ROAST

Happening In Linden
(Name of Sponsoring Organization)

(Date Submitted)

ED KOLEDO
(Name of Organization Representative in Charge of Event)

[redacted]
(Tax Exempt Organization)

[redacted] LINDEN, MI 48451
(Complete Mailing Address of Representative)

[redacted]
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. fOOD AND MUSIC FESTIVAL WITH A BEER TENT***, MULTIPLE FOOD VENDORS LIVE MUSIC. AND A FIREWORKS DISPLAY TO CLOSE THE EVENT AT 9:45 PM ***PRIVATE SECURITY WILL BE PROVIDED

Date(s) of Event: JULY 18th, 2025 5PM -11PM
JULY 19th 2025

Time of Event: (Begin) 12:00 PM
(Each Day) (End) 11:00 PM

Identify the **Public Property** that you are requesting to use: i.e. Streets, Parks, Parking Lots, etc. MILL ST. FROM BRIDGE ST TO MAIN., THE VFW PARKING LOT AND THE KIMBLE SHARP PARK AND GAZEBO AREA. SHARP'S PARKING LOT, LIBRARY PARKING LOT, MAIN ST. FROM BROAD TO TICKNER, TICKNER FROM MAIN TO EAST OF SHARP'S PARKING LOT

(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 20 IN ADDITION TO PRIVATE SECURITY FOR BEER TENT

If Street Closure is Necessary - Time of Barricading (Each Day): (Begin) 7:00 AM (End) 11:00 PM
Streets to be Closed: MILL ST. FROM BRIDGE ST TO MAIN., MAIN ST. FROM BROAD TO TICKNER , TICKNER FROM MAIN TO WEST OF SHARP'S PARKING LOT, LIBRARY PARKING LOT. ** Community Center Parking lot to close 9pm July 18th - July 21st 5pm For set-up & Tear down**

(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) EK. 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.

Ed Koledo Date 4/23/25
Applicant's Signature

(To be determined by City Administration)

Approval/Comments by:

Chief of Police: _____ Date: 4-29-25

Conditions of Approval: _____

_____

Fire Chief: _____ Date: 4-29-25

Conditions of Approval: _____

_____

City Manager: Ellen Glass Date: 4-29-25

Conditions of Approval: _____

_____

Director of Public Works: Don Grue Date: 4/29/25

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 _____

City of Linden

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SPECIAL EVENT CHECKLIST

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

x 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.

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

x 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).

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

x 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.

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

x Inflammables provided? List type and location.

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

x Parking and Shuttles provided? Please describe.

x Electrical Power source required? If yes, responsibility of applicant to provide. ACCESS TO POWER @VFW LOT IS REQUESTED

x 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: 4/23/25 Sponsor/Applicant Ed Koledo

Name of Event RIVER ROAST Date of Event JULY 18th -19th,2025

City of Linden

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HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION of the grant by the City of Linden to permit / allow
** HAPPENING IN LINDEN TO HOLD RIVER ROAST (A BBQ AND MUSIC EVENT) ON AND ABOUT THE DOWNTOWN STREETS

CITY OWNED PARKING LOTS 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)

_____

_____

Ed Koledo
*Signature

ED KOLEDO
Print Name

Happening In Linden, Director
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 _____

City of Linden

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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.

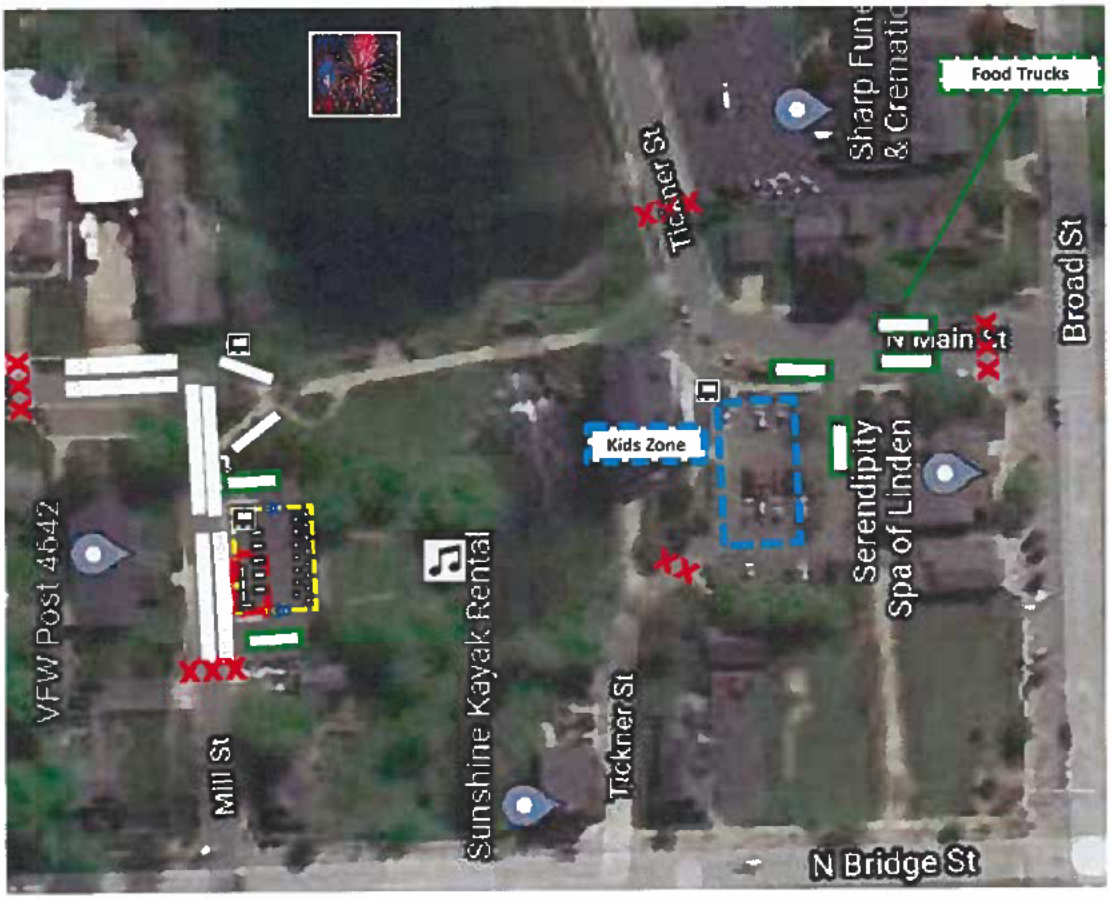
2. The City Council will set a date at which it will receive public comments on the request.

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.



Linden's River Roast

Friday, July 18, 2025

5-9:30 PM -Open Corn Hole
-Food Trucks on site
-Bands @ Gazebo
-Beer Tent

Saturday, July 19, 2025

Noon-9 PM -Kids Events

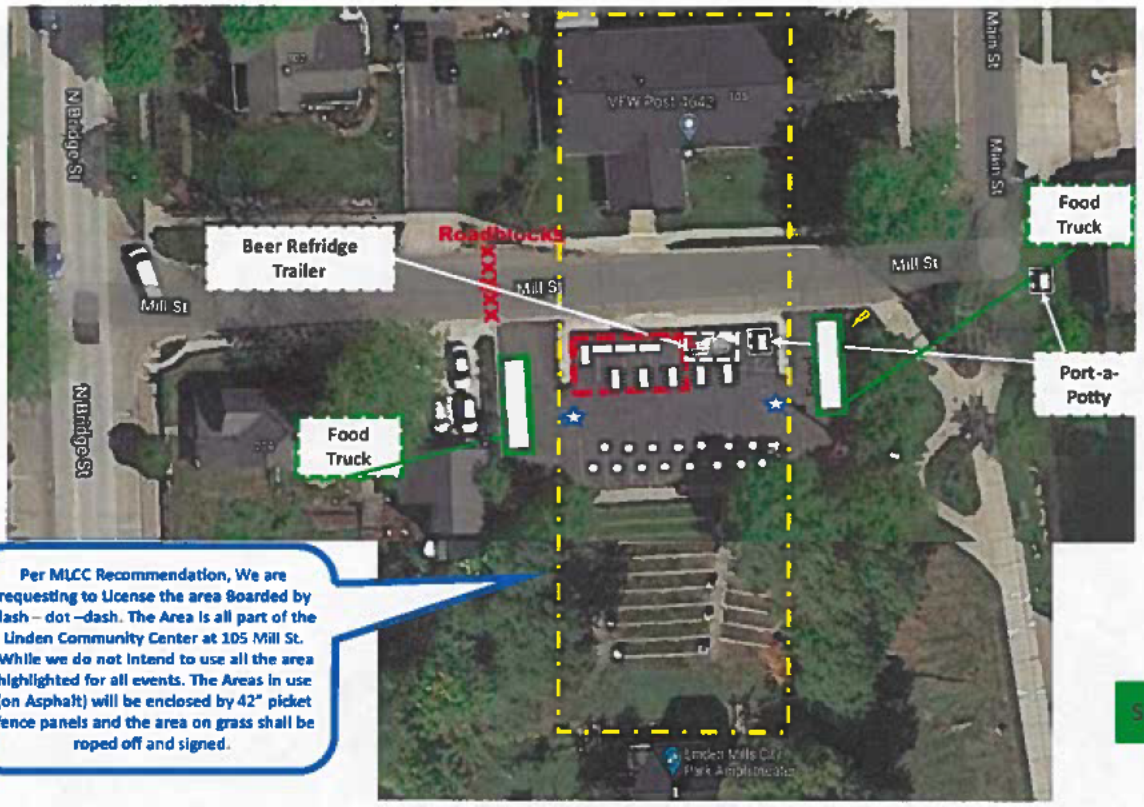
-Open Corn Hole*
-Food Trucks on site

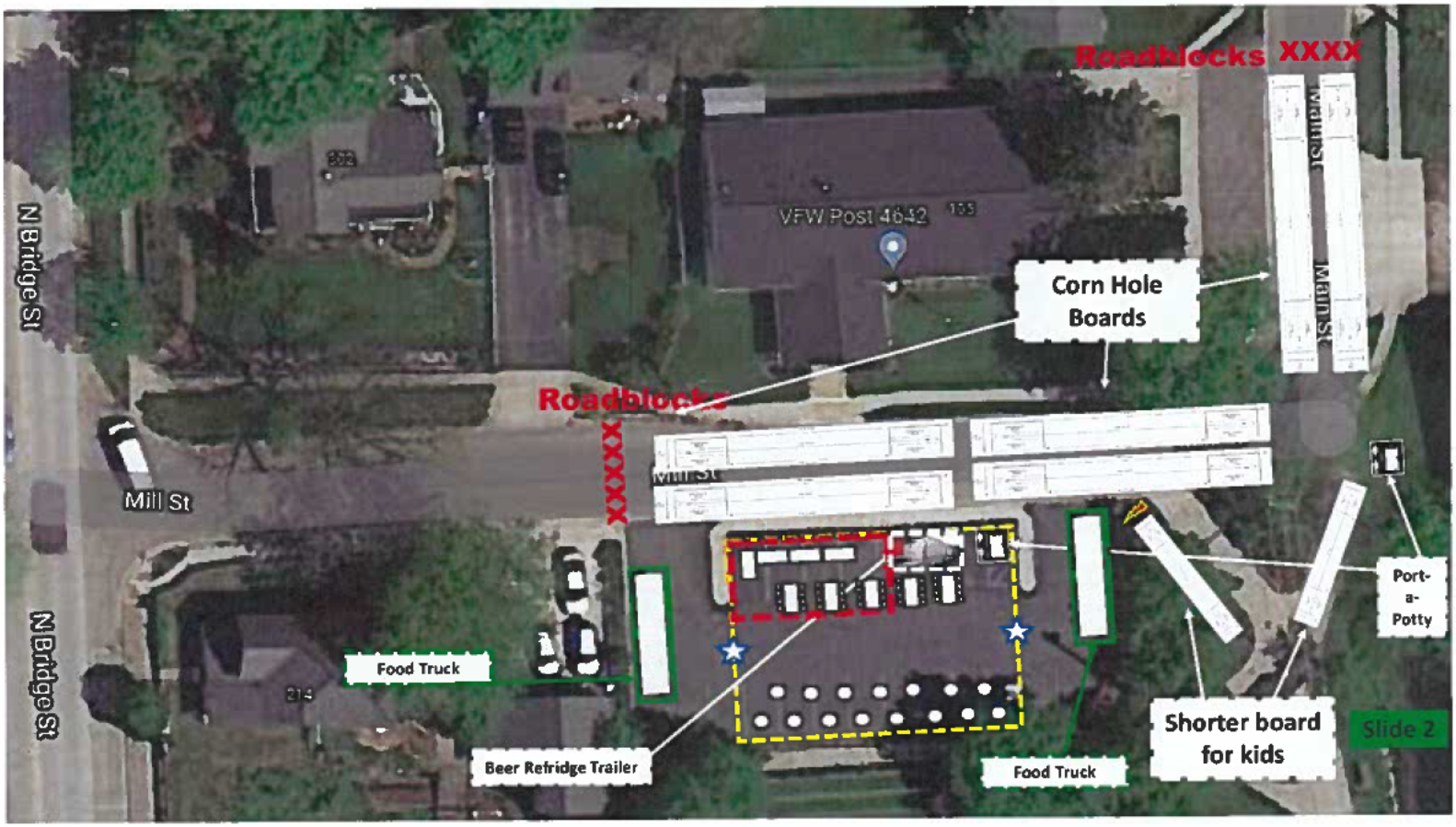
2-9:30 pm Bands @ Gazebo

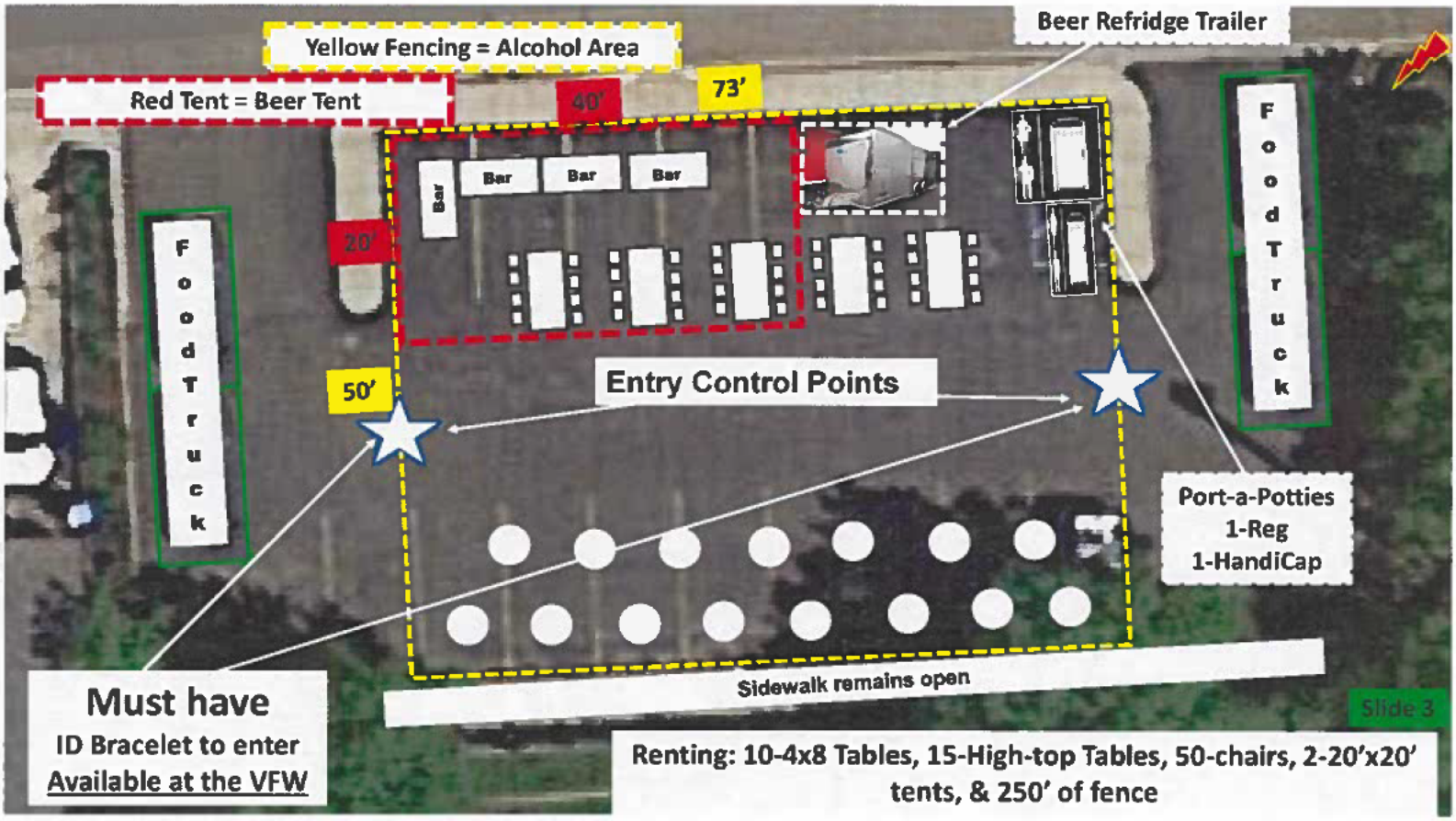
2:30-9:30 Beer Tent

5-7 *Corn Hole Tournament
9:45 Fireworks

Slide 1


N Bridge St
Main St
VFW Post 3042
Beer Refridge Trailer
Roadblocks
Mill St
Food Truck
Port-a-Potty
Food Truck
Per MLCC Recommendation, We are requesting to License the area Boarded by dash – dot –dash. The Area is all part of the Linden Community Center at 105 Mill St. While we do not intend to use all the area highlighted for all events. The Areas in use (on Asphalt) will be enclosed by 42" picket fence panels and the area on grass shall be roped off and signed.
Slide 2C


Roadblocks XXXX
N Bridge St
VFW Post 4642
Corn Hole Boards
Roadblocks
XXXXX
Mill St
Mill St
N Bridge St
Food Truck
Beer Refridge Trailer
Food Truck
Port-a-Potty
Shorter board for kids
Slide 2


Yellow Fencing = Alcohol Area
Red Tent = Beer Tent
40'
73'
Beer Refridge Trailer
Bar
Bar
Bar
Bar
20'
Food Truck
Food Truck
50'
Entry Control Points
Port-a-Potties
1-Reg
1-HandiCap
Sidewalk remains open
Must have
ID Bracelet to enter
Available at the VFW
Slide 3
Renting: 10-4x8 Tables, 15-High-top Tables, 50-chairs, 2-20'x20' tents, & 250' of fence


Linden Mill
Pond Launch
Roadblocks
Port-a-Potty
Kids Zone
Putt
Putt
Tickner St
Roadblocks
Food Truck
Food Truck
Food Truck
Sharp Funeral Home
& Cremation Center
Serendipity
Spa of Linden
Main St
Roadblocks
Slide 4

Planning

- Security – Premier Security, 5 guards each day, Rachel Phillpotts (810) 496-2103, Security Friday, 5-10 PM and Saturday, 2-10 pm - 5 officers
- Beer Tent – Open Friday from 5-9:30 PM and Saturday from 2:30 PM to 9:30 PM – Wristbands sold in VFW for 21 and older - Beer/Wine (no liquor), in fenced-in area only, VFW will be closed to public past the bathrooms, at 9:30 PM - VFW restrooms will be closed to public at 10 PM. Security staff exiting from fenced in area NLT 10 PM both nights
- Rain Plan – Remain outside if tenable, move inside VFW alternate plan, much smaller venue, food trucks may leave,
- Sound/Bands – Voice sound system is expected by bands, 30-minute switch-out times
-

Planning

	Time	Act	(Base)
• Friday Bands--------	5-6		
	6:30-7:30		
	8-9:30		
• Saturday Bands----	2-3		
	3:30-4:30		
	5-6		
	6:30-7:30		
	8-9:30		

- Food Trucks - see map
- Fireworks @ 9:45-10:00 see - map
- VFW Rented
- Port-a-potties - see map (3 regular and 1 handicap)
- Kids Zone, PuttPutt, Cornhole, Tents/fencing/tables/chairs - see map

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2025

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).

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

COVERAGES **CERTIFICATE NUMBER:** 25/26 Liability **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NBP1561168	04/05/2025	04/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	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

City of Linden
132 E Broad St
Linden MI 48451

CANCELLATION

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

David L. McCredie

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RECEIVED
MAY 07 2025
BY:_____

Street Corner Collection Application and Guidelines

Non-Profit/Charitable Organization: FENTON KNIGHTS OF COLUMBUS #7418

Contact Person: CRAIG HERING Title: CHAIRMAN

Phone: [redacted]

Date Requested for Collection: SATURDAY OCTOBER 11, 2025

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 1st 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
10. **Please attach a description of your organization and the purpose of your collection.**

Signature: _____ Date: 5.7.2025

CHECK REGISTER FOR CITY OF LINDEN
CHECK DATE FROM 04/22/2025 - 05/05/2025

Bank SBGEN STATE BANK (3140)

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
04/25/2025	SBGEN	12845	0050	GENESEE CO. DRAIN COMMISSIONER	PROJECT BILLING	110,285.01
04/25/2025	SBGEN	12846	0106	ROWE PROFESSIONAL SERVICES	LINDEN 2026 BRIDGE PROJECT MARCH 2025	5,725.00
04/25/2025	SBGEN	12847	0213	CITY OF FENTON	ANNUAL PEG COORDINATOR ALLOCATION 2025	1,360.14
04/25/2025	SBGEN	12848	0414	GENESEE VALLEY VAULT	GRAVE OPENING DONALD LOBB 4.15.25	675.00
04/25/2025	SBGEN	12849	0962	FERGUSON ENT-DBA POLLARDWATER	36 M/HOLE CVR HOOK & MAG LCTR	1,255.62
04/25/2025	SBGEN	12850	1066	AQUATIC NUISANCE PLANT CONTROL, INC	LINDEN MILLPOND TREATMENT 5.1.25-9.1.25	9,850.00
04/25/2025	SBGEN	12851	1074	MAVIS TIRE SUPPLY LLC	OIL CHANGE-TUFFY	99.91
04/25/2025	SBGEN	12852	1210	LEORTC	LED SPRING TRAINING	1,216.25
04/25/2025	SBGEN	12853	1212	THE SHERWIN-WILLIAMS COMPANY	PAINT FOR COMM CENTER	90.10
04/25/2025	SBGEN	12854	1340	JOSEPH ORR	REIMBURSE FOR GRAVEL PIT SUPPLIES	79.25
04/25/2025	SBGEN	12855	1341	PATRICIA PRAHL	REFUND ESCROW 612 N.BRIDGE	3,150.00
04/25/2025	SBGEN	12856	BRIGHTONAN	BRIGHTON ANALYTICAL L.L.C.	DRINKING WATER TESTING	297.50
04/25/2025	SBGEN	12857	BS&A	BS&A SOFTWARE	ANNUAL MAINT GL, AP,CR, CEME, PAYROLL, D	3,220.00
04/25/2025	SBGEN	12858	CHARTER	CHARTER COMMUNICATIONS	MILL BUILDING INTERNET 4.13.2025-05.12.2	1,148.44
04/25/2025	SBGEN	12859	CHASE	CHASE CARD SERVICE	DEPARTMENT CHARGES	1,978.86
04/25/2025	SBGEN	12860	FRONTIER	FRONTIER	ARSENIC TREATMENT PLANT TELEPHONE 4.16.2	74.08
04/25/2025	SBGEN	12861	LAKE FENTO	LAKE FENTON SCHOOLS	PEG GRANT REIMBURSEMENT 2025	3,783.43
04/25/2025	SBGEN	12862	RONALDS	RONALD'S TREE SERVICE LLC	TREE REMOVAL CEMETERY X3	3,900.00

SBGEN TOTALS:

Total of 18 Checks:	148,188.59
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	148,188.59

TOTAL: $148,188.59

CITY OF LINDEN
CITY COUNCIL AGENDA MEMO

MEETING DATE: MAY 12, 2025 **TOPIC: Resolution No. 07-25 Adoption of FY 2025-2026 Budget**

To: Mayor and City Council
From: Ellen Glass, City Manager
Submitted: May 9, 2025
Subject: Resolution No. 07-25 Adoption of the City of Linden Fiscal Year 2025-2026 Budget

INTRODUCTION/ HISTORY/EXPLANATION OF TOPIC

The City of Linden operates on a set of financial controls that are established by State Law (Uniform Budgeting and Accounting Act, Act 2 of 1968) and detailed within the City Charter. In accordance with the Charter, the City Manager shall prepare and submit to the City Council a recommended budget that estimates revenues, expenditures and fund balance.

The draft budget was reviewed by Staff with City Council at the April 28, 2025 meeting. Notice of the required scheduled public hearing was advertised and posted accordingly. Council shall vote to adopt the budget following the public hearing, after hearing any public comments at the public hearing; in accordance with Michigan Public Act 43 of 1963. The City Council must adopt a budget prior to any expenditures being authorized.

STAFF RECOMMENDATION

Staff recommends adoption of the City of Linden Fiscal Year 2025-2026 Budget by Resolution (attached) adopting the General Fund Budget by Department or functional level, and all other funds at the fund level.

MOTION

Motion to approve Resolution No. 07-25 Adoption of the City of Linden Fiscal Year 2025-2026 Budget, as presented.

SUPPORTING MATERIALS ATTACHED:

I CONCUR: Ellen R. Glass

ELLEN R. GLASS, CITY MANAGER

CITY OF LINDEN

RESOLUTION NO. 07-25

A RESOLUTION ADOPTING THE CITY OF LINDEN FISCAL YEAR 2025-2026 BUDGET

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City properly advertised and conducted, on May 12, 2025, a public hearing in accordance with §7.4 of the City Charter and Michigan Public Act 41 of 1995 to consider the proposed 2025-2026 budget and general tax levy; and,

WHEREAS, §7.5 of the City Charter requires the City Council to adopt the City's budget for the ensuing year by the first regular meeting in May;

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

1. The City Council hereby adopts the City of Linden's 2025-2026 budget to cover the period, inclusive, of July 1, 2025 to June 30, 2026, as summarized below:

General Fund

Revenues		
TAXES	$	1,608,505
LICENSES/PERMITS	$	82,200
INTERGOVERNMENTAL	$	490,106
CHARGES FOR SERVICES	$	366,544
INTEREST	$	50,000
MISCELLANEOUS	$	30,000
TRANSFERS IN	$	153,952
	$	2,781,307

		2025-26
		REQUESTED
DEPARTMENT	DESCRIPTION	BUDGET
101	CITY COUNCIL	$ 16,800
172	CITY MANAGER	$ 143,993
215	CITY CLERK	$ 158,429
219	COMMUNITY CORDINATOR/HUMAN	$ 26,974
247	BOARD OF REVIEW	$ 850
253	TREASURER	$ 162,159
257	ASSESSING	$ 28,200
263	ELECTION WORKERS	$ 35,391
265	BUILDING AND GROUNDS	$ 243,060
271	GENERAL GOVERMENT	$ 188,700
371	BUILDING DEPARTMENT	$ 23,340
441	DEPARTMENT OF PUBLIC WORKS	$ 276,075
447	ENGINEERING	$ 2,000
448	STREET LIGHTING	$ 60,000
528	SOLID WASTE	$ 289,044
567	CEMETERY	$ 111,500
701	PLANNING/ZONING	$ 25,250
751	PARKS	$ 47,500
900	CAPITAL OUTLAY	$ 477,593
905	DEBT SERVICE	$ 104,449
965	OPERATING TRANSFERS	$ 360,000
		$ 2,781,307

All Funds

		2025-26
		REQUESTED
FUND	DESCRIPTION	BUDGET
101	GENERAL FUND	2,781,307.00
202	MAJOR STREET FUND	382,000.00
203	LOCAL STREET FUND	823,765.00
205	PUBLIC SAFETY FUND	1,113,007.00
211	SENIOR CITIZENS CENTER FUND	615,589.00
248	DOWNTOWN DEVELOPMENT AUTHORITY	193,000.00
405	POLICE EQUIPMENT FUND	15,000.00
406	FIRE EQUIPMENT FUND	15,000.00
590	SEWER FUND	924,000.00
591	WATER FUND	1,741,100.00
868	SADDLEBROOK FARMS	47,000.00
869	LINDENWOOD SPECIAL ASSESSMENT	119,000.00
871	W. ROLSTON SPECIAL ASSESSMENT	107,769.00
ESTIMATED REVENUES - ALL FUNDS		$ 8,877,537.00

		2025-26
		REQUESTED
FUND	DESCRIPTION	BUDGET
101	GENERAL FUND	2,781,307.00
202	MAJOR STREET FUND	382,000.00
203	LOCAL STREET FUND	823,765.00
205	PUBLIC SAFETY FUND	1,113,007.00
211	SENIOR CITIZENS CENTER FUND	615,589.00
248	DOWNTOWN DEVELOPMENT AU	193,000.00
590	SEWER FUND	924,000.00
591	WATER FUND	1,741,100.00
868	SADDLEBROOK FARMS	62,728.00
869	LINDENWOOD SPECIAL ASSESSM	118,225.00
871	W. ROLSTON SPECIAL ASSESSME	70,827.40
APPROPRIATIONS - ALL FUNDS		$ 8,825,548.40

2. A copy of the complete and itemized FY 2025-2026 budget shall be made available at City Hall;

3. The City Council hereby levies 9.9077 mills as reduced by Headlee for general government operational purposes to finance the 2025-2026 budget and two (2) additional millages (as approved by voters) of 0.3605 mills as reduced by Headlee for mosquito control and 4.9595 mills as reduced by Headlee for Police and Fire Services;

4. The City Council hereby authorizes the City Manager to expend funds as adopted in the FY 2025-2026 budget in accordance with existing policies, resolutions and ordinances; and

5. The City Manager is authorized to perform budgetary transfers between departments within the same fund in an amount not to exceed $20,000 without prior City Council approval.

CONSIDERED AND APPROVED this 12th day of May 2025, by the City Council of the City of Linden, Michigan.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

Elizabeth Armstrong, Mayor

ATTEST:

Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on May 12, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

Kristyn Kanyak, City Clerk

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026

Linden City Council

2025-2026 FY Budget



Elizabeth Armstrong
Mayor

Tom Hicks



Pam Howd



Jerry Link



Brad Dick
Mayor Pro tem

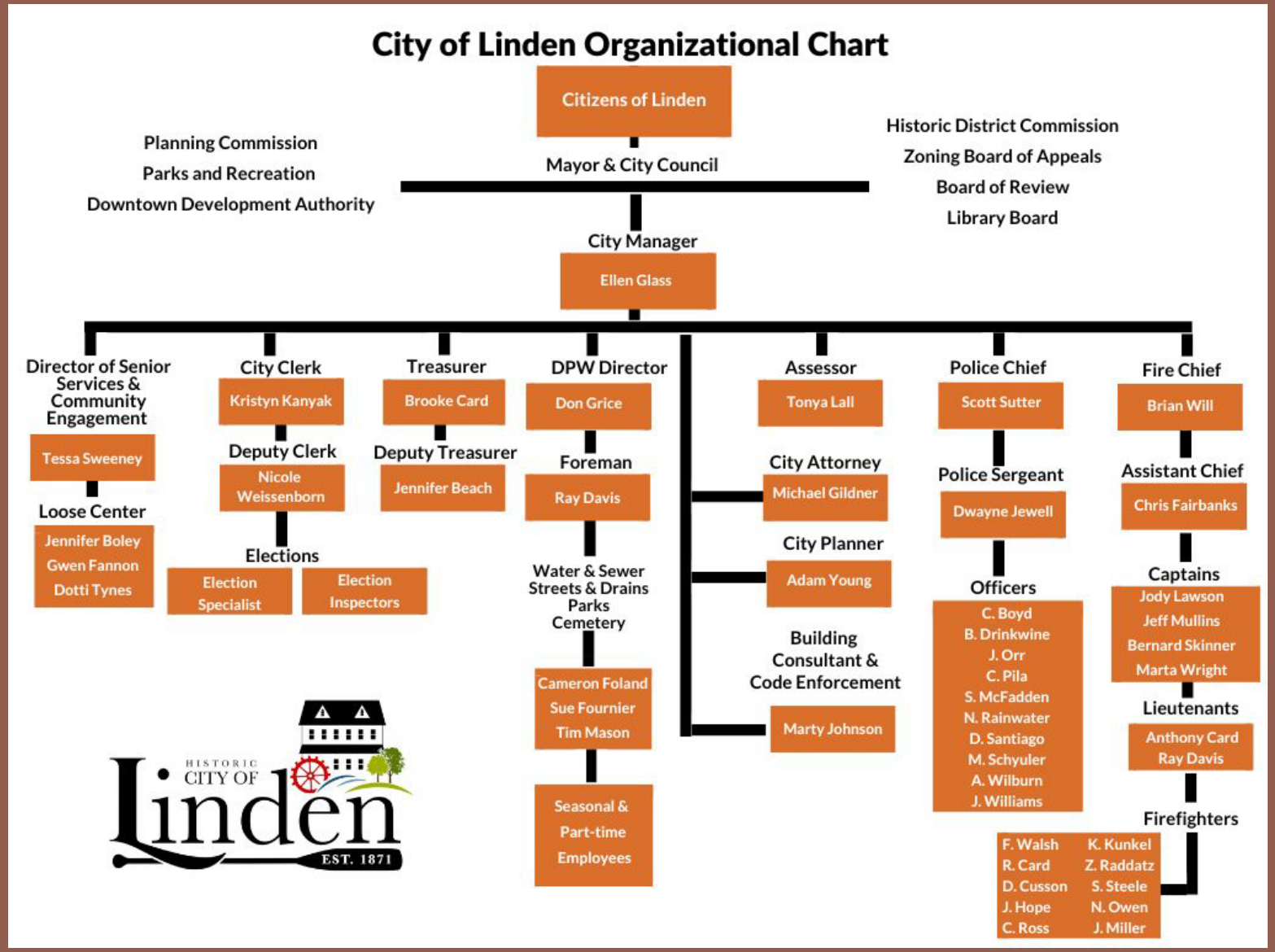


Denise Miller



Brenda Simons

City of Linden Organizational Chart



City of Linden Office of the City Manager

FY 2025–2026 Budget Overview Memo

As City Manager, I am pleased to present the proposed budget for Fiscal Year 2025–2026. This budget reflects Linden's continued commitment to strong public services, responsible financial management, and investments that support long-term growth and community needs. It is a balanced plan that makes meaningful progress while remaining mindful of inflation, rising costs, and operational challenges.

Economic Context and Financial Policies: While inflation has eased from previous highs, prices for fuel, materials, and services remain elevated. This budget assumes inflationary pressure and adjusts accordingly to ensure operational continuity. The City anticipates modest growth in taxable value, driven by development activity and market trends, which supports a stable revenue outlook without a tax rate increase. A 3% wage increase is included for all non-union staff.

The City continues to operate in alignment with its adopted financial policies, including:

- **Fund Balance Policy:** Targeting a 25–30% reserve of operating expenditures in the General Fund plus a 1.2x debt service ratio.
- **Debt Policy:** Requiring comprehensive analysis and transparency for all proposed borrowing, with a preference for revenue-backed debt and responsible long-term planning.
- **Investment Policy:** Prioritizing preservation of capital, liquidity, and return, consistent with State of Michigan Public Act 20 and best practices.

Department Highlights:

City Manager's Office: The City Manager's Office oversees day-to-day operations and ensures the implementation of policies and organizational goals. FY25–26 priorities include enhancing internal communication among departments and community, advancing capital improvement planning, managing key initiatives, and grant-funded projects. The City Manager also leads long-term planning efforts, fosters regional collaboration, and ensures consistent application of the City's adopted financial policies.

Police Department: The budget supports core operations, including required training under the Michigan Commission on Law Enforcement Standards (MCOLES), new equipment (rifles, vests, and interview room upgrades), and maintaining strong community-policing efforts through the School Resource Officer program. Planning is underway to explore options for a future police facility that meets modern standards and safety requirements. Continued implementation of Year Two of the four-year Police Officers Association of Michigan (POAM) contract.

Department of Public Works (DPW): DPW is responsible for oversight of several major infrastructure initiatives including the Rolston Road reconstruction, Ripley Road water main replacement, Lindenwood street improvements, and stormwater catch basin maintenance. Additional goals include sewer line televising, generator installation at lift stations, pathway construction, and cemetery maintenance.

Clerk's Office: The Clerk's Office continues to manage public records, FOIA requests, meeting agendas, legal notices, and elections. This year's priorities include administering 2025 elections, supporting transparency through digitization, and evaluating agenda management software to improve efficiency and access.

Treasurer's Office: The Treasurer's Office oversees billing, cash receipting, account management, and financial reconciliation across all funds. The FY25–26 budget provides resources for ongoing training, improved internal controls, and maintaining compliance with state and local financial reporting requirements. The department continues to implement internal processes that align with Linden's Investment and Fund Balance policies, supporting transparency, audit readiness, and long-term financial stability.

Senior Services (Loose Senior Center): The Senior Center will operate fully under the City's budget starting July 1, 2025. The dedicated fund supports staffing, meal and nutrition services, community wellness programs, and building maintenance. This reflects the City's commitment to senior engagement and programming.

Downtown Development Authority (DDA): The DDA remains focused on economic development and quality of place improvements. This includes funding for façade grants, wayfinding signage, downtown event support, and brick paver replacements. The DDA is also exploring the potential sale of the Walmar property to align with long-term development goals in the Master Plan.

Water and Sewer Utilities: The Water Fund and Sewer Fund support continued investment in system reliability, treatment, maintenance, and debt payments related to the county connection. Operational and equipment upgrades remain a priority.

Strategic Alignment: This budget supports Linden's strategic priorities:

- Infrastructure and system renewal
- Strong public safety and staff retention
- Senior and community services expansion
- Downtown enhancement and business support
- Long-term financial stewardship

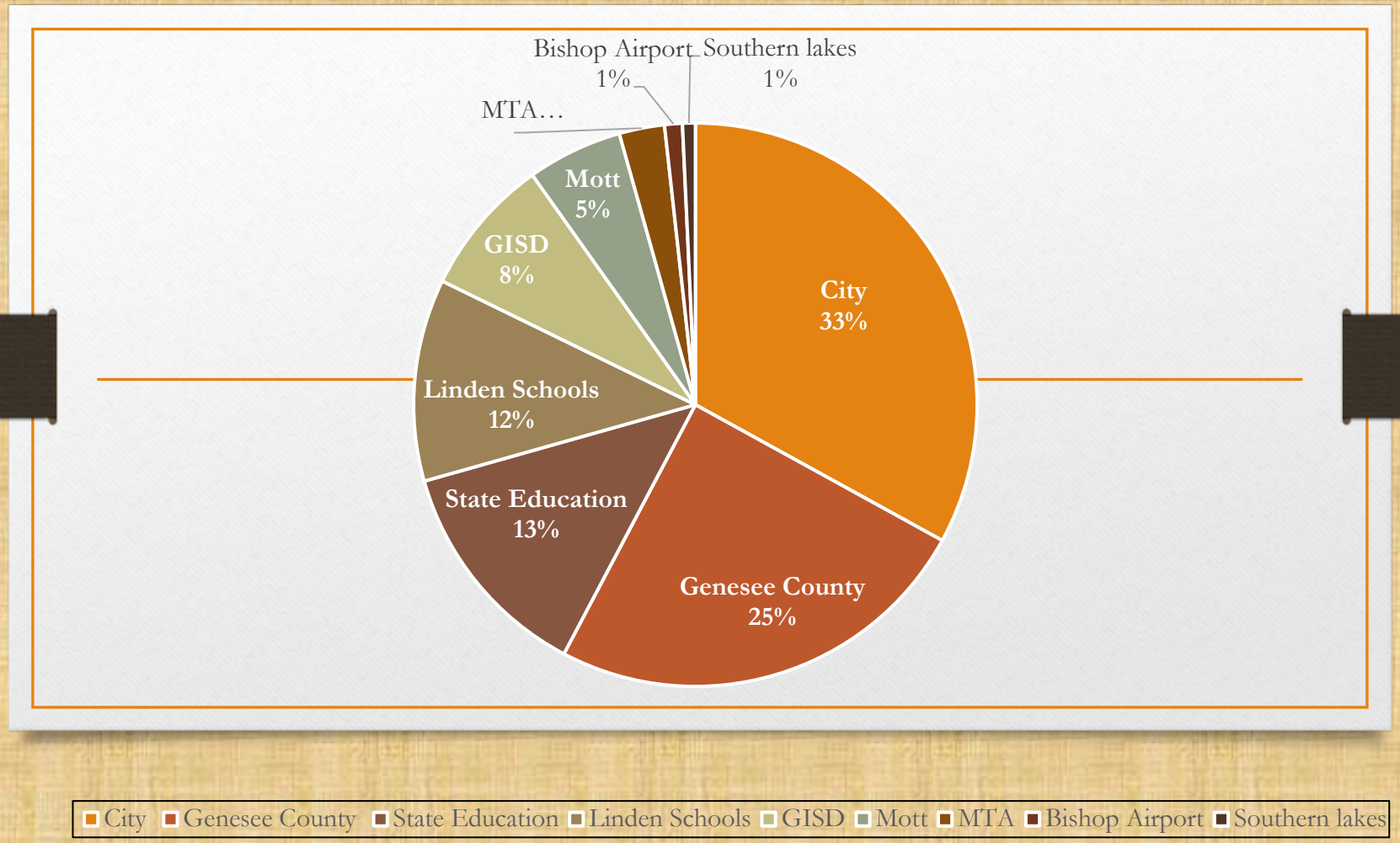
The FY 2025–2026 budget reflects thoughtful investment in services, staffing, and infrastructure, while remaining grounded in fiscal responsibility. We are positioning the City for long-term success by strengthening our internal operations, prioritizing training, and building collaborative partnerships. I want to thank our department heads, staff, and City Council for their continued dedication and leadership in building a strong financial and operational foundation for Linden's future.

Respectfully submitted,

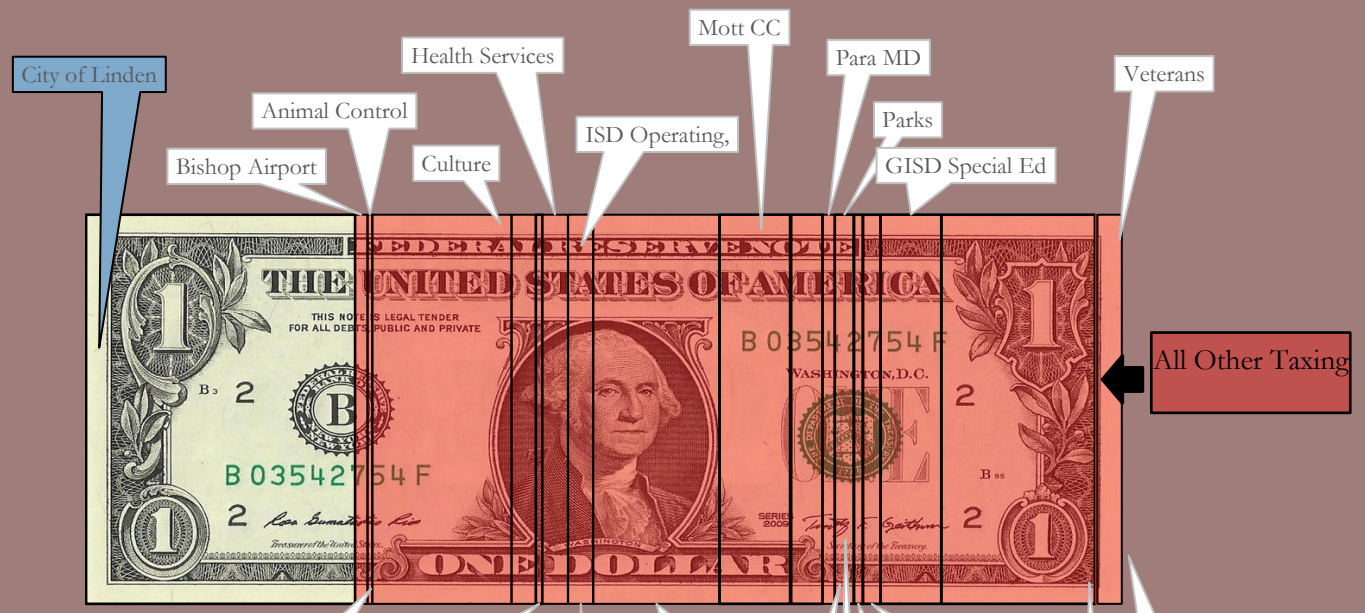
Ellen R. Glass

Ellen R. Glass
City Manager

DISTRUBUTION OF TAX DOLLARS



Tax Dollar Breakdown



City of Linden

Bishop Airport

Animal Control

Culture

Health Services

ISD Operating,

Mott CC

Para MD

Parks

GISD Special Ed

Veterans

All Other Taxing

County Operating

GISD Voted

Linden Community Schools

Library

MSU Ext

MTA

Senior Citizens

S. Lakes Parks

State Ed

Vocational ED



TOP 10 TAXPAYER

- Symphony of Linden
- Consumers Energy
- Shiawassee Shores Retirement
- Yono Capital Investments
- Spring Meadows County Club
- Wax Real Estate Holdings LLC
- Ripley Tickner LLC
- Shevock Real Estate Holding
- Parkside Place Investments
- DG2Lin LLC

REVENUES BY FUND

Fund	Estimated Revenues
General Fund	$2,781,307
Major Street Fund	382,000
Local Street Fund	$823,765
Public Safety Fund	$1,113,007
Senior Citizens Fund	$615,589
DDA Fund	$193,000
Sewer Fund	$924,000
Water Fund	$1,741,100

EXPENDITURES BY FUND

Fund	Estimated Expenditures
General Fund	$2,781,307
Major Street Fund	382,000
Local Street Fund	$823,765
Public Safety Fund	$1,113,007
Senior Citizens Fund	$615,589
DDA Fund	$193,000
Sewer Fund	$924,000
Water Fund	$1,741,100

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Fee Schedule

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

General

Garbage	
$16.95/mth/unit (July 2025-Dec 2025)	
$50.85/qtr/unit (July 2025-Dec 2025)	
$17.46/mth/unit (Jan 2026-June 2026)	
$52.38/qtr/unit (Jan 2026-June 2026)	
Additional Container Fee	$125
(May be purchased through Priority Waste)	

FOIA Fees:
*Refer to FOIA policy, mandated by State of Michigan

Mobile Food & Beverage Vending	
Annual Vendor	$500
Special Event Fee	$50

Liquor License Application Fee	$250

Yard Sales	$10
*2 weeks/calendar year	

NSF Checks	$35/check

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Police Department	
Breathalyzer (PBT)	$10
Reports	
All reports	$10
K Packages (Fatal)	$25
Vehicle Restoration	
Original	$25 each
Renewal (up to 3)	$25 each
Vehicle Impound Release Fee	$125
FOIA Fees	*Refer to FOIA policy, mandated by State of Michigan

Fire Department	
Burn Permit	$10
*per calendar year	
Reports	$10
*$.25 for each additional page after 5	

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Facility Rentals

Kimble/Sharp Gazebo	
Half Day	$250
Full Day	$300
*ALL PARK RENTALS REQUIRE $100 SECURITY DEPOSIT	

Community Center	
Monday - Thursday (hourly)	$50
Weekend Daily Rental	$500
Whole Weekend (Friday - Sunday)	$1,200
*ALL COMMUNITY CENTER RENTALS REQUIRE $200 SECURITY DEPOSIT	
*Max. capacity is 175	

Eagle's Wooden Park Pavilion	
Half Day	$150
Whole Day	$200
*ALL PARK RENTALS REQUIRE $100 SECURITY DEPOSIT	

Wedding Ceremony	$100

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Building

The total cost of improvement is based on construction value per the Bureau of Construction Codes Square Foot Construction Cost Table with the exception of single-family dwellings being figured at the rate of $120.00 per square foot, accessory structures at the rate of $120.00 per square foot, accessory structures at the rate of $35.00 per square foot and decks at the rate of $21.00 per square foot. Premanufactured unit fees are based upon 50% of the normal on-site construction permit fee. The first $75.00 of an application fee is non-refundable.

Permit fee

(includes one (1) inspection only)

Up to $1,000	$75	
$1,000 to $10,000	$75	plus $10 per $1,000 over $1,000
$10,000 to $100,000	$165	plus $3 per $1,000 over $10,000
100,000 to 500,000	$435	plus $2 per $1,000 over $100,000
$500,000+	$1,235	plus $3 per $1,000 over $500,000

Additional Inspections	$75
Demolition	$150
Plan Review & Admin Base Fee	$150
Certificate of Occupancy	$50

Commercial Permits

Permanant Sign Permit	$50
Temp Sign Permit	$25
Commercial Building	$.60/sq. ft.
Other-minimum	$50
6 month extention	50% of org fee
Unpermitted work permit	$100+ Permit fee
Historic District Certificate of Appropriateness	$50

Planning & Zoning

Preliminary Site Plan	$500
Final Site Plan	$750
Combination Prelim & Final	$750
Admintrative Site Plan Review	$200
PUD (plus site plan rev fee)	$400

Zoning & Land Use Permit

Change in Occupancy	$50
Home Occupancy Permit	$50
Lot Splits	$150
Zoning Permit (fence, sign etc.)	$50
Rezoning (+$5.00 per acre)	$750
Special Land Use	$600
Zoning Board of Appeals	$300

Subdivision Plat Review	
Prelim Plat (+$5.00 per lot)	$500
Final Plat (+$2.00 per lot)	$450

*NOTE a $4,000 deposit will be required by the City to pay for consultations, engineers, traffic engineers, and/or the City Attorney to conduct reviews **if needed**. Additional fees may apply. All costs to review applications shall be paid by owner or

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Cemetery

Grave Sites	
Resident	$750
Non-Resident	$900
Grave Transfer Fees	
Transfer of Grave	$35
Replacement Deed	$100
Certificate of Heir Transfer	$35.00 for first
Each Additional Certificate of Heir	$15.00 each additional

Grave Opening Fees	
Traditional Burial 8am-4pm	
Weekday Monday-Friday	$725
Saturday	$900
Cremation Burial 8am-4pm	
Weekday Monday-Friday	$350
Saturday	$450
****No Sunday or Holiday burials***	

Additional Cemetery Fees	
Disinterment	$715
Burials after 4pm	$100 per hour
Foundation	
$.60/sq. inch $150 minimum	
Veteran Marker	$31

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing Fee of 3% with a minimum of $2.00

Fee Schedule FY 25/36

RESOLUTION NO. 08-25

Loose Senior Center

Rental Rates	Deposit	Room Capacity	Public Hourly/Daily Rate	Member Hourly/Daily Rate
Annex (Catered Only)	$50	118	$40/$475	$20/$300
Annex (With Kitchen)	$100	118	$50/$600	$40/$500
Margie Hall (Catered Only)	$200	200	$75/$850	$65/$700
Full Center (Includes Kitchen)	$300	318	$150/$1200	$100/$900

Classes	$5
*Some classes offered are free.	

Out of County Membership Fee	$35

Yearly Newsletter Mailing Fee	$10

Wedding Ceremony Fee	$100

*All City transactions/Loose that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
General Fund 101

CITY COUNCIL

Council	
Elizabeth Armstrong	Mayor
Brad Dick	Mayor Pro-Tem
Tom Hicks	Councilor
Pamela Howd	Councilor
Jerry Link	Councilor
Denise Miller	Councilor
Brenda Simon	Councilor

Council-101	Budget 25/26
Salary-Council	5,500
Mileage	300
Memberships	1,500
Legal Fees	3,000
Training	6,500

CITY MANAGER

Department Staff	
1- Full time Manager	Ellen Glass

Manager-172	Budget 25/26
Salary-Manager	109,719
Payroll Taxes	8,868
Fringe Benefits	16,406
Mileage	3,000
Memberships	2,000
Training	4,000

*Fringe Benefits include deferred compensation, retirement, health, dental vision and workers compensation.

CLERK DEPARTMENT

Department Staff	
1- Full time Clerk	Kristyn Kanyak
1- Full time Deputy Clerk	Nicole Weissenborn
1- Part-time Election Specialist	Kelly Dietz
23- Election Inspectors	

Clerk-215	Budget 25/26
Salary-Clerk	59,740
Wages- Deputy Clerk	44,991
Payroll Taxes	8,260
Fringe Benefits	40,834
Mileage	900
Memberships	995
Training	2,709

*Fringe Benefits include retirement, health, dental vision and workers compensation.

COMMUNITY CORDINATOR/ HUMAN RESOURCE

Department Staff	
1- Full time CC/HR	Tessa Sweeney

CC/HR-219	Budget 25/26
Salary-CC/HR	16,750
Payroll Taxes	1.300
Fringe Benefits	6,424
Mileage	1,500
Memberships	500
Training	500

*Fringe Benefits include retirement, health, dental vision and workers compensation.

TREASURER DEPARTMENT

Department Staff	
1- Full time Treasurer	Brooke Card
1- Full time Deputy Treasurer	Jennifer Beach

Treasurer-253	Budget 25/26
Salary- Treasurer	66,950
Wages- Deputy Treasurer	47,989
Payroll Taxes	9,333
Fringe Benefits*	32,887
Mileage	800
Memberships	600
Training	3,600

*Fringe Benefits include retirement, health, dental vision and workers compensation.

ASSESSING DEPARTMENT

Department Staff	
1- Assessor	Tonya Lall
1- Deputy Assessor	Jen Zaagman

Assessing-257	Budget 25/26
Assessor Fees	22,200
Professional Services	5,000
General Expenses	1,000

ELECTION DEPARTMENT

Department Staff	
1- Full time Clerk	Kristyn Kanyak
1- Full time Deputy Clerk	Nicole Weissenborn
1- Part-time Election Specialist	Kelly Dietz
23- Election Inspectors	

Election-263	Budget 25/26
Wages-Election Workers	16,800
Payroll Taxes	1,285
Election Expenses	6,570
Postage	10,736

BUILDING DEPARTMENT

Department Staff	
1- Building Inspector	Marty Johnson

Building-371	Budget 25/26
Wages-Building Inspector	20,000
Payroll Taxes	1,530
Fringe	810
General Expenses	1,000

*Fringe Benefits include workers compensation.

DEPARTMENT OF PUBLIC WORKS

Department Staff	
1- Full Time Director	Don Grice
1- Full Time Foremen	Ray Davis
4- Full Time	Cameron Foland
	Sue Fournier
	Tim Mason
3- Part Time	Roger Card
2- Summer Help	Vacant
	Vacant

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating includes mileage, electricity & heat, supplies, insurance, telephone, memberships, general expenses.

DPW-441	Budget 25/26
Salary- DPW Director	17,510
Wages	63,000
Fringe Benefits	33,400
Operating*	30,000
Small Tools and Supplies	7,500
Uniforms	2,500
Mosquito Control	32,165
Training	4,500
Repairs & Maintenance	12,000
Strom Drain Management	40,000
Equipment	8,500
Cont-Emp Health Care Trust	25,000

PLANNING/ZONING DEPARTMENT

Department Staff	
1- Planning/Zoning Admin	Adam Young

Planning/Zoning-701	Budget 25/26
Memberships	50
Consultant Fees	25,200

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
101-000-402.000	CURRENT REAL PROPERTY	1,409,510.95	1,402,479.00	1,402,479.00	1,473,530.00
101-000-403.000	MOSQUITO CONTROL	51,278.02	53,647.00	53,647.00	53,607.00
101-000-412.000	DELINQUENT PERSONAL P	0.00	500.00	500.00	500.00
101-000-432.000	PILOT PROPERTY REVENU	0.00	2,000.00	2,000.00	2,200.00
101-000-434.000	TRAILER PARK FEES	1,390.00	1,700.00	1,700.00	1,668.00
101-000-445.000	INTEREST/PENALTY (TAX	9,792.34	12,000.00	12,000.00	7,000.00
101-000-447.000	ADMIN/COLLECTION FEES	73,911.42	66,000.00	66,000.00	70,000.00
101-000-476.000	BEER AND LIQUOR LICEN	1,787.50	3,500.00	3,500.00	3,500.00
101-000-477.000	CABLE FRANCISE FEE	28,001.25	64,000.00	64,000.00	56,000.00
101-000-477.001	PEG FEES	11,200.49	25,500.00	25,500.00	22,400.00
101-000-485.000	YARD SALE/LICENSES	290.00	300.00	300.00	300.00
101-000-573.000	LOCAL COMMUNITY STABI	3,868.92	4,000.00	4,000.00	4,000.00
101-000-574.000	STATE REVENUE SHARING	225,676.00	453,000.00	453,000.00	449,471.00
101-000-574.001	METRO RIGHT OF WAY RE	0.00	15,750.00	15,750.00	15,750.00
101-000-574.002	CVTRS	13,827.00	20,882.00	20,882.00	20,885.00
101-000-576.000	ELECTION REIMBURSEMEN	12,812.28	0.00	0.00	
101-000-626.000	ZONING PERMITS AND FE	11,769.00	6,500.00	6,500.00	6,500.00
101-000-627.000	BUILDING PERMITS-BUIL	4,720.00	15,000.00	15,000.00	15,000.00
101-000-629.000	SOLID WASTE	210,295.97	266,770.00	266,770.00	289,044.00
101-000-633.000	FOUNDATIONS	5,181.60	7,000.00	7,000.00	6,000.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
101-000-634.000	GRAVE OPENINGS	22,229.00	25,000.00	25,000.00	25,000.00
101-000-643.000	SALE OF CEMETERY LOTS	26,780.00	25,000.00	25,000.00	25,000.00
101-000-645.001	ADMIN. FEES FROM DDA	0.00	7,545.00	7,545.00	12,122.00
101-000-645.002	ADMIN. FEES FROM WATE	0.00	89,721.00	89,721.00	90,000.00
101-000-645.003	ADMIN. FEES FROM SEWE	0.00	66,133.00	66,133.00	51,830.00
101-000-654.000	GENERAL REVENUE	96,423.80	10,000.00	10,000.00	10,000.00
101-000-665.000	INTEREST ON INVESTMEN	69,952.05	60,000.00	60,000.00	50,000.00
101-000-667.000	FACILITY RENTALS	12,585.00	20,000.00	20,000.00	20,000.00
101-000-687.000	CLAIMS AND REBATES	0.00	10,000.00	10,000.00	
101-000-690.000	PROCEEDS FROM BOND SA	0.00	106,187.00	106,187.00	
TOTAL ESTIMATED REVENUES		2,303,282.59	2,840,114.00	2,840,114.00	
NET OF REVENUES/APPROPRIATIONS - 000		2,303,282.59	2,840,114.00	2,840,114.00	2,781,307.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 101 - CITY COUNCIL					
APPROPRIATIONS					
101-101-703.004	SALARY - COUNCIL	5,458.34	5,500.00	5,500.00	5,500.00
101-101-722.000	MILEAGE	0.00	0.00	0.00	300.00
101-101-805.000	MEMBERSHIPS	400.00	1,500.00	1,500.00	1,500.00
101-101-826.000	LEGAL FEES	2,087.50	0.00	3,200.00	3,000.00
101-101-831.000	TRAINING	6,463.87	5,000.00	6,500.00	6,500.00
TOTAL APPROPRIATIONS		14,409.71	12,000.00	16,700.00	
NET OF REVENUES/APPROPRIATIONS - 101		(14,409.71)	(12,000.00)	(16,700.00)	(16,800.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 172 - CITY MANAGER					
APPROPRIATIONS					
101-172-703.006	SALARY - MANAGER	88,799.36	101,978.00	106,524.00	109,719.00
101-172-703.009	DEFERRED COMPENSATION	8,333.40	10,000.00	10,000.00	10,000.00
101-172-706.000	COMMUNITY CORDINATOR/	47,627.68	16,750.00	50,250.00	
101-172-712.000	OPT OUT HEALTH INSURA	4,500.00	6,000.00	6,000.00	6,000.00
101-172-715.000	PAYROLL TAXES	10,742.17	8,276.00	12,876.00	8,868.00
101-172-718.000	RETIREMENT EXPENSES	3,800.73	0.00	4,500.00	
101-172-720.000	EMPLOYEE INSURANCE-CC	14,013.39	0.00	15,000.00	
101-172-721.000	WORKMANS COMPENSATION	423.98	377.00	527.00	406.00
101-172-722.000	MILEAGE	2,000.31	3,000.00	3,000.00	3,000.00
101-172-805.000	MEMBERSHIPS	480.84	2,000.00	2,000.00	2,000.00
101-172-831.000	TRAINING	2,779.17	4,000.00	4,000.00	4,000.00
TOTAL APPROPRIATIONS		183,501.03	152,381.00	214,677.00	
NET OF REVENUES/APPROPRIATIONS - 172		(183,501.03)	(152,381.00)	(214,677.00)	(143,993.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 215 - CITY CLERK					
APPROPRIATIONS					
101-215-703.002	SALARY - CLERK	48,247.65	58,000.00	58,000.00	59,740.00
101-215-706.000	DEPUTY CLERK WAGES	37,122.41	46,854.00	46,854.00	44,991.00
101-215-715.000	PAYROLL TAXES	3,967.49	8,767.00	8,767.00	8,260.00
101-215-718.000	RETIREMENT EXPENSES	5,624.78	5,691.00	5,691.00	7,030.00
101-215-720.000	EMPLOYEE INSURANCE	26,233.86	30,403.00	40,003.00	33,415.00
101-215-721.000	WORKMANS COMPENSATION	371.58	421.00	421.00	389.00
101-215-722.000	MILEAGE	572.57	600.00	600.00	900.00
101-215-805.000	MEMBERSHIPS	645.00	900.00	900.00	995.00
101-215-831.000	TRAINING	2,394.50	2,650.00	2,650.00	2,709.00
TOTAL APPROPRIATIONS		125,179.84	154,286.00	163,886.00	
NET OF REVENUES/APPROPRIATIONS - 215		(125,179.84)	(154,286.00)	(163,886.00)	(158,429.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 219 - COMMUNITY CORDINATOR/HUMAN RESOURCE					
APPROPRIATIONS					
101-219-703.012	COMMUNITY CORD/HUMAN	0.00	0.00	0.00	16,750.00
101-219-715.000	PAYROLL TAXES	0.00	0.00	0.00	1,300.00
101-219-718.000	RETIREMENT EXPENSES	0.00	0.00	0.00	691.00
101-219-720.000	EMPLOYEE INSURANCE	0.00	0.00	0.00	5,668.00
101-219-721.000	WORKMANS COMPENSATION	0.00	0.00	0.00	65.00
101-219-722.000	MILEAGE	19.39	0.00	0.00	1,500.00
101-219-805.000	MEMBERSHIPS	0.00	0.00	0.00	500.00
101-219-831.000	TRAINING	0.00	0.00	0.00	500.00
TOTAL APPROPRIATIONS		19.39	0.00	0.00	
NET OF REVENUES/APPROPRIATIONS - 219		(19.39)	0.00	0.00	(26,974.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 247 - BOARD OF REVIEW					
APPROPRIATIONS					
101-247-703.007	SALARY - BOARD OF REV	325.00	300.00	300.00	350.00
101-247-831.000	TRAINING	0.00	0.00	0.00	500.00
TOTAL APPROPRIATIONS		325.00	300.00	300.00	
NET OF REVENUES/APPROPRIATIONS - 247		(325.00)	(300.00)	(300.00)	(850.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 253 - TREASURER					
APPROPRIATIONS					
101-253-703.003	SALARY - TREASURER	55,856.25	65,000.00	65,000.00	66,950.00
101-253-706.000	DEPUTY TREASURER WAGE	37,350.40	45,500.00	46,592.00	47,989.00
101-253-712.000	OPT OUT HEALTH INSURA	4,500.00	6,000.00	6,000.00	6,000.00
101-253-715.000	PAYROLL TAXES	6,383.68	8,675.00	8,675.00	9,333.00
101-253-718.000	RETIREMENT EXPENSES	6,471.76	5,340.00	5,340.00	7,757.00
101-253-720.000	EMPLOYEE INSURANCE	17,703.36	17,587.00	17,587.00	18,700.00
101-253-721.000	WORKMANS COMPENSATION	430.24	395.00	395.00	430.00
101-253-722.000	MILEAGE	369.38	800.00	800.00	800.00
101-253-805.000	MEMBERSHIPS	537.00	700.00	700.00	600.00
101-253-831.000	TRAINING	2,809.50	3,000.00	3,000.00	3,600.00
TOTAL APPROPRIATIONS		132,411.57	152,997.00	154,089.00	
NET OF REVENUES/APPROPRIATIONS - 253		(132,411.57)	(152,997.00)	(154,089.00)	(162,159.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 257 - ASSESSING					
APPROPRIATIONS					
101-257-808.000	ASSESSOR FEES	18,200.00	22,200.00	22,200.00	22,200.00
101-257-817.003	PROFESSIONAL SERVICES	0.00	0.00	0.00	5,000.00
101-257-956.000	GENERAL EXPENSES	0.00	0.00	0.00	1,000.00
TOTAL APPROPRIATIONS		18,200.00	22,200.00	22,200.00	
NET OF REVENUES/APPROPRIATIONS - 257		(18,200.00)	(22,200.00)	(22,200.00)	(28,200.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 263 - ELECTION WORKERS					
APPROPRIATIONS					
101-263-707.000	WAGES - ELECTION WORK	14,026.20	16,500.00	16,500.00	16,800.00
101-263-715.000	PAYROLL TAXES	135.49	413.00	413.00	1,285.00
101-263-718.000	RETIREMENT EXPENSES	3.36	0.00	0.00	
101-263-721.000	WORKMANS COMPENSATION	0.20	0.00	0.00	
101-263-727.000	ELECTION EXPENSES	6,094.70	3,670.00	3,670.00	6,570.00
101-263-730.000	POSTAGE	1,600.00	7,400.00	7,400.00	10,736.00
TOTAL APPROPRIATIONS		21,859.95	27,983.00	27,983.00	
NET OF REVENUES/APPROPRIATIONS - 263		(21,859.95)	(27,983.00)	(27,983.00)	(35,391.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 265 - BUILDING AND GROUNDS					
APPROPRIATIONS					
101-265-825.000	COMMUNITY CENTER EXPE	5,106.28	18,000.00	18,000.00	20,000.00
101-265-827.000	MILL BUILDING EXPENSE	37,152.96	35,000.00	35,000.00	35,000.00
101-265-853.000	TELEPHONE	2,800.72	4,000.00	4,000.00	3,720.00
101-265-853.001	INTERNET SERVICE	6,710.13	4,000.00	4,000.00	8,040.00
101-265-921.000	ELECTRICITY & HEAT	18,734.96	24,000.00	24,000.00	22,850.00
101-265-927.000	WATER AND SEWER	2,327.26	3,000.00	3,000.00	2,250.00
101-265-930.000	REPAIRS & MAINTENANCE	16,275.99	20,000.00	20,000.00	151,200.00
TOTAL APPROPRIATIONS		89,108.30	108,000.00	108,000.00	
NET OF REVENUES/APPROPRIATIONS - 265		(89,108.30)	(108,000.00)	(108,000.00)	(243,060.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 271 - GENERAL GOVERMENT					
APPROPRIATIONS					
101-271-715.000	PAYROLL TAXES	60.07	0.00	0.00	
101-271-728.000	OFFICE SUPPLIES	3,769.44	6,000.00	6,000.00	6,000.00
101-271-730.000	POSTAGE	4,559.57	5,000.00	5,000.00	5,000.00
101-271-804.000	INSURANCE	14,632.25	17,000.00	17,000.00	15,000.00
101-271-805.000	MEMBERSHIPS	5,920.22	1,500.00	1,500.00	2,500.00
101-271-807.000	AUDIT FEES	7,500.00	12,000.00	12,000.00	7,500.00
101-271-817.000	CONSULTANTS FEES	11,795.60	0.00	0.00	7,500.00
101-271-826.000	LEGAL FEES	22,535.35	25,000.00	25,000.00	18,000.00
101-271-831.000	TRAINING	824.47	775.00	775.00	500.00
101-271-881.000	COMMUNITY PROMOTIONS	5,819.61	15,000.00	15,000.00	15,000.00
101-271-881.004	BEAUTIFICATION	1,313.17	2,500.00	2,500.00	2,500.00
101-271-900.000	PUBLICATIONS	9,857.56	7,000.00	7,000.00	5,000.00
101-271-930.003	OFFICE EQUIP. MAINT/S	31,703.12	25,000.00	25,000.00	70,000.00
101-271-956.000	GENERAL EXPENSES	27,588.14	25,100.00	25,100.00	20,000.00
101-271-957.000	PEG EXPENSE	3,783.43	12,000.00	12,000.00	12,000.00
101-271-957.001	PUBLIC EDUCATION COOF	1,360.14	1,000.00	1,000.00	1,000.00
101-271-985.000	EQUIPMENT	453.70	1,200.00	1,200.00	1,200.00
TOTAL APPROPRIATIONS		153,475.84	156,075.00	156,075.00	
NET OF REVENUES/APPROPRIATIONS - 271		(153,475.84)	(156,075.00)	(156,075.00)	(188,700.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 371 - BUILDING DEPARTMENT					
APPROPRIATIONS					
101-371-706.001	WAGES - BUILDING INSP	14,937.21	20,000.00	20,000.00	20,000.00
101-371-715.000	PAYROLL TAXES	1,142.69	1,530.00	1,530.00	1,530.00
101-371-721.000	WORKMANS COMP	719.91	810.00	810.00	810.00
101-371-775.000	SUPPLIES	0.00	500.00	500.00	
101-371-808.000	CONSULTANT FEES	700.00	0.00	0.00	
101-371-956.000	GENERAL EXPENSES	50.00	500.00	500.00	1,000.00
TOTAL APPROPRIATIONS		17,549.81	23,340.00	23,340.00	
NET OF REVENUES/APPROPRIATIONS - 371		(17,549.81)	(23,340.00)	(23,340.00)	(23,340.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 441 - DEPARTMENT OF PUBLIC WORKS					
APPROPRIATIONS					
101-441-703.010	DPW DIRECTOR WAGES	13,665.36	17,000.00	17,000.00	17,510.00
101-441-706.000	GENERAL WAGES	147,875.33	52,386.00	52,386.00	63,000.00
101-441-712.000	OPT OUT HEALTH INSURA	4,500.00	1,200.00	1,200.00	1,200.00
101-441-715.000	PAYROLL TAXES	11,185.71	5,545.00	5,545.00	5,800.00
101-441-718.000	RETIREMENT EXPENSES	7,282.62	3,540.00	3,540.00	3,600.00
101-441-720.000	EMPLOYEE INSURANCE	17,369.94	18,175.00	18,175.00	21,000.00
101-441-721.000	WORKMANS COMPENSATION	2,403.80	2,607.00	2,607.00	1,800.00
101-441-722.000	MILEAGE	0.00	500.00	500.00	500.00
101-441-766.000	SMALL TOOLS AND SUPPI	2,017.61	13,500.00	13,500.00	7,500.00
101-441-768.000	UNIFORMS	0.00	2,750.00	2,750.00	2,500.00
101-441-804.000	INSURANCE	11,683.41	12,500.00	12,500.00	12,000.00
101-441-805.000	MEMBERSHIPS	447.00	500.00	500.00	500.00
101-441-810.000	MOSQUITO CONTROL	18,300.55	32,165.00	32,165.00	32,165.00
101-441-831.000	TRAINING	558.57	4,500.00	4,500.00	4,500.00
101-441-853.000	TELEPHONE	4,917.61	4,800.00	4,800.00	5,000.00
101-441-921.000	ELECTRICITY & HEAT	7,862.21	8,500.00	8,500.00	7,000.00
101-441-930.000	REPAIRS & MAINTENANCE	23,059.28	10,000.00	10,000.00	12,000.00
101-441-938.000	STORM DRAIN MANAGEMEN	11,571.03	40,000.00	40,000.00	40,000.00
101-441-956.000	GENERAL EXPENSES	12,433.17	5,000.00	5,000.00	5,000.00
101-441-985.000	EQUIPMENT	0.00	40,000.00	40,000.00	8,500.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 441 - DEPARTMENT OF PUBLIC WORKS					
APPROPRIATIONS					
101-441-995.736	CONT.-EMP. HEALTH CAF	0.00	25,000.00	25,000.00	25,000.00
TOTAL APPROPRIATIONS		297,133.20	300,168.00	300,168.00	
NET OF REVENUES/APPROPRIATIONS - 441		(297,133.20)	(300,168.00)	(300,168.00)	(276,075.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 447 - ENGINEERING					
APPROPRIATIONS					
101-447-817.001	ENGINEERING FEES	2,275.00	2,000.00	2,000.00	2,000.00
TOTAL APPROPRIATIONS		2,275.00	2,000.00	2,000.00	
NET OF REVENUES/APPROPRIATIONS - 447		(2,275.00)	(2,000.00)	(2,000.00)	(2,000.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 448 - STREET LIGHTING					
APPROPRIATIONS					
101-448-926.000	STREET LIGHTING	53,385.24	57,500.00	57,500.00	60,000.00
TOTAL APPROPRIATIONS		53,385.24	57,500.00	57,500.00	
NET OF REVENUES/APPROPRIATIONS - 448		(53,385.24)	(57,500.00)	(57,500.00)	(60,000.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 528 - SOLID WASTE					
APPROPRIATIONS					
101-528-809.000	SOLID WASTE	237,674.04	266,000.00	266,000.00	289,044.00
TOTAL APPROPRIATIONS		237,674.04	266,000.00	266,000.00	
NET OF REVENUES/APPROPRIATIONS - 528		(237,674.04)	(266,000.00)	(266,000.00)	(289,044.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 101 GENERAL FUND

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 567 - CEMETERY					
APPROPRIATIONS					
101-567-829.000	GRAVE OPENINGS	0.00	0.00	0.00	20,000.00
101-567-830.000	FOUNDATIONS	2,216.00	8,840.00	8,840.00	7,500.00
101-567-930.000	REPAIRS & MAINTENANCE	34,297.32	100,000.00	100,000.00	80,000.00
101-567-956.000	GENERAL EXPENSES	19,406.23	23,900.00	23,900.00	4,000.00
TOTAL APPROPRIATIONS		55,919.55	132,740.00	132,740.00	
NET OF REVENUES/APPROPRIATIONS - 567		(55,919.55)	(132,740.00)	(132,740.00)	(111,500.00)

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 701 - PLANNING/ZONING					
APPROPRIATIONS					
101-701-805.000	MEMBERSHIPS	0.00	0.00	0.00	50.00
101-701-817.000	CONSULTANTS FEES	38,087.00	25,200.00	25,200.00	25,200.00
TOTAL APPROPRIATIONS		38,087.00	25,200.00	25,200.00	
NET OF REVENUES/APPROPRIATIONS - 701		(38,087.00)	(25,200.00)	(25,200.00)	(25,250.00)

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 703 - CDBG					
APPROPRIATIONS					
101-703-817.010	CDBG-SENIOR CITIZEN C	0.00	5,000.00	5,000.00	
101-703-817.011	CDBG- IMPROVEMENTS	0.00	16,000.00	16,000.00	
TOTAL APPROPRIATIONS		0.00	21,000.00	21,000.00	
NET OF REVENUES/APPROPRIATIONS - 703		0.00	(21,000.00)	(21,000.00)	0.00

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 751 - PARKS					
APPROPRIATIONS					
101-751-811.000	TREE PROGRAM	5,738.28	9,500.00	9,500.00	9,500.00
101-751-932.001	PARKS	36,494.53	0.00	0.00	35,000.00
101-751-985.000	PARKS EQUIPMENT	0.00	30,000.00	30,000.00	3,000.00
TOTAL APPROPRIATIONS		42,232.81	39,500.00	39,500.00	
NET OF REVENUES/APPROPRIATIONS - 751		(42,232.81)	(39,500.00)	(39,500.00)	(47,500.00)

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 900 - CAPITAL OUTLAY					
APPROPRIATIONS					
101-900-975.000	CAPITAL OUTLAY	0.00	206,187.00	206,187.00	477,593.00
TOTAL APPROPRIATIONS		0.00	206,187.00	206,187.00	
NET OF REVENUES/APPROPRIATIONS - 900		0.00	(206,187.00)	(206,187.00)	(477,593.00)

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 905 - DEBT SERVICE					
APPROPRIATIONS					
101-905-991.000	PRINCIPAL PAYMENTS ON	85,250.00	89,150.00	89,150.00	54,726.00
101-905-993.000	INTEREST ON PAYMENT	26,336.05	58,620.00	58,620.00	49,723.00
TOTAL APPROPRIATIONS		111,586.05	147,770.00	147,770.00	
NET OF REVENUES/APPROPRIATIONS - 905		(111,586.05)	(147,770.00)	(147,770.00)	(104,449.00)

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GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 965 - OPERATING TRANSFERS					
APPROPRIATIONS					
101-965-995.203	CONT. TO MAJOR/LOCAL	0.00	100,000.00	100,000.00	100,000.00
101-965-995.205	CONT. TO PUBLIC SAFET	0.00	156,750.00	156,750.00	260,000.00
TOTAL APPROPRIATIONS		0.00	256,750.00	256,750.00	
NET OF REVENUES/APPROPRIATIONS - 965		0.00	(256,750.00)	(256,750.00)	(360,000.00)
ESTIMATED REVENUES - FUND 101		2,303,282.59	2,840,114.00	2,840,114.00	2,781,307.00
APPROPRIATIONS - FUND 101		1,594,333.33	2,264,377.00	2,342,065.00	2,781,307.00
NET OF REVENUES/APPROPRIATIONS - FUNI		708,949.26	575,737.00	498,049.00	0.00
	BEGINNING FUND BALANCE	2,515,243.06	2,515,243.06	2,515,243.06	3,224,192.32
	ENDING FUND BALANCE	3,224,192.32	3,090,980.06	3,013,292.06	3,224,192.32

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Major 202
Local 203

MAJOR & LOCAL STREETS

Major-202	Budget 25/26
Salary- DPW Director	17,510
Wages	64,000
Fringe Benefits	29,349
Audit	3,000
Engineering Fees	50,000
Repairs & Maintenance	80,000
Road Maintenance	2,500
Traffic Services	2,500
General Expenses	6,741
Snow Removal	31,200
Cont- To Local Streets	94,000

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.

Local-203	Budget 25/26
Salary- DPW Director	17,510
Wages	69,400
Fringe Benefits	33,340
Operating*	3,000
Engineering Fees	205,600
Repairs & Maintenance	58,342
Traffic Service	2,500
Snow Removal	7,000
Road Construction	352,745
Equipment	3,500
Principal Payment on Debt	40,000
Interest on Payment	30,828

BUDGET REPORT FOR CITY OF LINDEN
Fund: 202 MAJOR STREET FUND
Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
202-000-546.000	ACT 51 FUNDS MAJOR	225,227.94	374,740.00	374,740.00	377,000.00
202-000-665.000	INTEREST ON INVESTMEN	5,719.59	5,623.00	5,623.00	5,000.00
TOTAL ESTIMATED REVENUES		230,947.53	380,363.00	380,363.00	
APPROPRIATIONS					
202-000-703.010	DPW DIRECTOR WAGES	13,665.65	17,000.00	17,000.00	17,510.00
202-000-706.000	GENERAL WAGES	8,605.87	54,598.00	54,598.00	64,000.00
202-000-712.000	OPT OUT HEALTH INSURA	0.00	1,200.00	1,200.00	1,200.00
202-000-715.000	PAYROLL TAXES	1,651.58	5,521.00	5,521.00	6,300.00
202-000-718.000	RETIREMENT EXPENSES	1,454.55	3,549.00	3,549.00	3,549.00
202-000-720.000	EMPLOYEE INSURANCE	11,660.96	10,246.00	10,246.00	15,800.00
202-000-721.000	WORKMANS COMPENSATION	599.99	3,549.00	3,549.00	3,700.00
202-000-807.000	AUDIT FEES	1,875.00	3,000.00	3,000.00	3,000.00
202-000-817.001	ENGINEERING FEES	35,197.50	68,500.00	68,500.00	50,000.00
202-000-930.000	REPAIRS & MAINTENANCE	35,184.54	70,000.00	70,000.00	80,000.00
202-000-931.001	ROAD MAINTENANCE	0.00	2,500.00	2,500.00	2,500.00
202-000-934.001	TRAFFIC SERVICES	2,953.23	10,000.00	10,000.00	2,500.00
202-000-956.000	GENERAL EXPENSES	1,286.11	5,500.00	5,500.00	6,741.00
202-000-962.001	SNOW REMOVAL	14,260.74	31,200.00	31,200.00	31,200.00
202-000-995.203	CONT. TO LOCAL STREET	0.00	94,000.00	94,000.00	94,000.00
TOTAL APPROPRIATIONS		128,395.72	380,363.00	380,363.00	
NET OF REVENUES/APPROPRIATIONS - 000		102,551.81	0.00	0.00	0.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 202 MAJOR STREET FUND

Calculations as of 04/30/2025

GL NUMBER DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
ESTIMATED REVENUES - FUND 202	230,947.53	380,363.00	380,363.00	382,000.00
APPROPRIATIONS - FUND 202	128,395.72	380,363.00	380,363.00	382,000.00
NET OF REVENUES/APPROPRIATIONS - FUNI	102,551.81	0.00	0.00	0.00
BEGINNING FUND BALANCE	624,437.32	624,437.32	624,437.32	726,989.13
ENDING FUND BALANCE	726,989.13	624,437.32	624,437.32	726,989.13

BUDGET REPORT FOR CITY OF LINDEN
Fund: 203 LOCAL STREET FUND
Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
203-000-546.000	ACT 51 FUNDS LOCAL	91,642.45	153,654.00	153,654.00	154,400.00
203-000-546.001	STATE GRANT-MDOT CATE	125,000.00	0.00	0.00	
203-000-556.000	GRANTS	0.00	406,745.00	406,745.00	406,745.00
203-000-665.000	INTEREST ON INVESTMEN	9,230.20	8,623.00	8,623.00	7,000.00
203-000-699.101	CONTRIBUTION FROM GEN	0.00	100,000.00	100,000.00	100,000.00
203-000-699.202	CONTRIBUTION FROM MAJ	0.00	94,000.00	94,000.00	94,000.00
203-000-699.999	APPROPRIATED FUND BAI	0.00	75,393.00	75,393.00	61,620.00
TOTAL ESTIMATED REVENUES		225,872.65	838,415.00	838,415.00	
APPROPRIATIONS					
203-000-703.010	DPW DIRECTOR WAGES	13,665.15	17,000.00	17,000.00	17,510.00
203-000-706.000	GENERAL WAGES	23,179.56	59,633.00	59,633.00	69,400.00
203-000-712.000	OPT OUT HEALTH INSURA	0.00	1,200.00	1,200.00	1,200.00
203-000-715.000	PAYROLL TAXES	2,708.56	5,907.00	5,907.00	6,750.00
203-000-718.000	RETIREMENT EXPENSES	2,176.52	3,800.00	3,800.00	3,600.00
203-000-720.000	EMPLOYEE INSURANCE	14,412.55	12,590.00	12,590.00	18,700.00
203-000-721.000	WORKMANS COMPENSATION	475.61	2,940.00	2,940.00	3,090.00
203-000-807.000	AUDIT FEES	1,875.00	3,000.00	3,000.00	3,000.00
203-000-817.000	ENGINEERING FEES	48,612.50	185,600.00	185,600.00	205,600.00
203-000-817.002	BOND ISSUANCE COSTS	500.00	0.00	0.00	
203-000-930.000	REPAIRS & MAINTENANCE	28,010.80	180,000.00	180,000.00	58,342.00
203-000-934.001	TRAFFIC SERVICES	1,912.50	2,500.00	2,500.00	2,500.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 203 LOCAL STREET FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
APPROPRIATIONS					
203-000-956.000	GENERAL EXPENSES	925.75	0.00	0.00	
203-000-962.001	SNOW REMOVAL	15,420.57	6,500.00	6,500.00	7,000.00
203-000-977.000	ROAD CONSTRUCTION	0.00	352,745.00	352,745.00	352,745.00
203-000-985.000	EQUIPMENT	0.00	5,000.00	5,000.00	3,500.00
203-000-991.000	PRINCIPAL PAYMENTS ON	0.00	0.00	0.00	40,000.00
203-000-993.000	INTEREST ON PAYMENT	0.00	0.00	0.00	30,828.00
TOTAL APPROPRIATIONS		153,875.07	838,415.00	838,415.00	
NET OF REVENUES/APPROPRIATIONS - 000		71,997.58	0.00	0.00	0.00
ESTIMATED REVENUES - FUND 203		225,872.65	838,415.00	838,415.00	823,765.00
APPROPRIATIONS - FUND 203		153,875.07	838,415.00	838,415.00	823,765.00
NET OF REVENUES/APPROPRIATIONS - FUNI		71,997.58	0.00	0.00	0.00
	BEGINNING FUND BALANCE	468,710.30	468,710.30	468,710.30	540,707.88
	ENDING FUND BALANCE	540,707.88	468,710.30	468,710.30	540,707.88

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Public Safety 205

POLICE DEPARTMENT

Department Staff	
1- Full Time Chief	Scott Sutter
1- Full Time Sargent	Dwayne Jewel
4- Full Time Officer	Michael Schuyler
	Andrew Wilburn
	Joseph Orr
	Colton Pila
1- School Resource Officer	Jeremy Williams
5- Part Time Officer	Douglas Santiago
	Stephen McFadden
	Christopher Boyd
	Nicholas Rainwater
	Bryan Drinkwine

Police-301	Budget 25/26
Salary- Police Chief	87,550
Wages	492,706
Fringe Benefits	233,018
Operating*	46,485
Uniforms	3,000
Contract Services	3,750
Legal Fees	8,000
Training	4,000
Repairs & Maintenance	12,000
Equipment	16,200
Police Equipment Fund	15,000
Cont-Emp Health Care Trust	15,000

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating includes general expenses, office supplies gasoline, memberships, supplies, insurance, telephone.

FIRE DEPARTMENT

Department Staff	
1- Part time Chief	Brian Will
1- On Call Assistant Chief	Chris Fairbanks
4- On Call Captains	Harold Skinner
	Marta Wright
	Jody Lawson
	Jeff Mullins
2-On Call Lieutenants	Anthony Card
	Raymond Davis
11-On Call Firefighters	

Fire-336	Budget 25/26
Wages	99,698
Fringe Benefits*	12,150
Operating*	14,000
Uniforms	1,500
Memberships	350
Training	1,000
Repairs & Maintenance	10,000
Hydrant Rental	7,600
General Expenses	5,000
Equipment	10,000
Fire Equipment Fund	15,000

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating includes mileage, gasoline, supplies, insurance, telephone.

BUDGET REPORT FOR CITY OF LINDEN
Fund: 205 PUBLIC SAFETY FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
205-000-402.000	CURRENT REAL PROPERTY	717,323.23	737,777.00	737,777.00	759,910.00
205-000-476.000	BEER AND LIQUOR LICEN	250.00	0.00	0.00	
205-000-543.001	P.A.302 TRAINING FUNI	1,397.69	1,100.00	1,100.00	2,560.00
205-000-543.002	STATE OF MI LAW ENFOF	6,056.80	0.00	0.00	7,000.00
205-000-556.001	GRANTS-POLICE	49,388.17	0.00	0.00	
205-000-581.000	SRO REIMBURSEMENT	48,534.22	53,000.00	53,000.00	60,537.00
205-000-656.000	DISTRICT COURT FINES	0.00	5,000.00	5,000.00	5,000.00
205-000-665.000	INTEREST ON INVESTMEN	10,337.62	4,500.00	4,500.00	8,000.00
205-000-672.000	FORFEITURE REVENUE-DC	5,098.63	0.00	0.00	
205-000-674.301	DONATIONS-POLICE	1,759.00	0.00	0.00	
205-000-681.301	GENERAL REVENUE-PD	11,750.79	10,000.00	10,000.00	10,000.00
205-000-681.336	GENERAL REVENUE-FIRE	1,027.20	4,500.00	4,500.00	
205-000-699.101	CONTRIBUTION FROM GEN	0.00	156,750.00	156,750.00	260,000.00
TOTAL ESTIMATED REVENUES		852,923.35	972,627.00	972,627.00	
NET OF REVENUES/APPROPRIATIONS - 000		852,923.35	972,627.00	972,627.00	1,113,007.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 205 PUBLIC SAFETY FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 301 - POLICE					
APPROPRIATIONS					
205-301-703.001	SALARY & WAGES - POLI	72,550.00	85,000.00	85,000.00	87,550.00
205-301-706.000	GENERAL WAGES	382,811.27	476,905.00	476,905.00	492,706.00
205-301-712.000	OPT OUT HEALTH INSURA	6,000.00	12,000.00	12,000.00	6,000.00
205-301-715.000	PAYROLL TAXES	27,307.52	41,600.00	41,600.00	44,900.00
205-301-718.000	PENSION EXPENSES	43,695.97	47,252.00	47,252.00	50,000.00
205-301-718.001	PENSION EXPENSES-CPE	145.53	0.00	0.00	
205-301-720.000	EMPLOYEE INSURANCE	122,572.94	86,113.00	86,113.00	117,510.00
205-301-721.000	WORKMANS COMPENSATION	13,397.53	13,401.00	13,401.00	14,608.00
205-301-728.000	OFFICE SUPPLIES	670.94	1,500.00	1,500.00	1,500.00
205-301-751.000	GASOLINE	14,972.12	15,000.00	15,000.00	15,000.00
205-301-768.000	UNIFORMS	2,922.77	4,000.00	4,000.00	3,000.00
205-301-775.000	SUPPLIES	1,696.47	2,500.00	2,500.00	2,500.00
205-301-804.000	INSURANCE	22,191.05	22,000.00	22,000.00	24,000.00
205-301-805.000	MEMBERSHIPS	1,956.67	315.00	315.00	385.00
205-301-806.000	CONTRACT SERVICES	633.20	3,450.00	3,450.00	3,750.00
205-301-826.000	LEGAL FEES	5,100.00	9,000.00	9,000.00	8,000.00
205-301-831.000	TRAINING	3,513.94	4,000.00	4,000.00	4,000.00
205-301-853.000	TELEPHONE	1,553.78	1,600.00	1,600.00	1,600.00
205-301-930.000	REPAIRS & MAINTENANCE	18,843.25	10,000.00	10,000.00	12,000.00
205-301-943.000	EQUIPMENT RENTAL	146.99	0.00	0.00	

BUDGET REPORT FOR CITY OF LINDEN
Fund: 205 PUBLIC SAFETY FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 301 - POLICE					
APPROPRIATIONS					
205-301-956.000	GENERAL EXPENSES	3,840.94	500.00	500.00	1,000.00
205-301-956.500	GENERAL EXPENSES-SRO	0.00	500.00	500.00	500.00
205-301-985.000	EQUIPMENT	47,721.28	16,200.00	16,200.00	16,200.00
205-301-995.405	TRANSFER OUT TO POLIC	0.00	15,000.00	15,000.00	15,000.00
205-301-995.736	CONT.-EMP. HEALTH CAF	0.00	15,000.00	15,000.00	15,000.00
TOTAL APPROPRIATIONS		794,244.16	882,836.00	882,836.00	
NET OF REVENUES/APPROPRIATIONS - 301		(794,244.16)	(882,836.00)	(882,836.00)	(936,709.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 205 PUBLIC SAFETY FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 336 - FIRE					
APPROPRIATIONS					
205-336-703.000	SALARIES AND WAGES	65,898.49	95,750.00	95,750.00	99,698.00
205-336-715.000	PAYROLL TAXES	4,962.80	7,325.00	7,325.00	7,700.00
205-336-721.000	WORKMANS COMPENSATION	3,451.71	4,038.00	4,038.00	4,450.00
205-336-722.000	MILEAGE	322.27	500.00	500.00	500.00
205-336-751.000	GASOLINE	406.37	700.00	700.00	600.00
205-336-768.000	UNIFORMS	261.35	1,500.00	1,500.00	1,500.00
205-336-775.000	SUPPLIES	3,050.20	2,500.00	2,500.00	3,500.00
205-336-804.000	INSURANCE	8,576.29	9,200.00	9,200.00	8,700.00
205-336-805.000	MEMBERSHIPS	809.00	350.00	350.00	350.00
205-336-831.000	TRAINING	233.40	1,000.00	1,000.00	1,000.00
205-336-853.000	TELEPHONE	517.38	500.00	500.00	700.00
205-336-930.000	REPAIRS & MAINTENANCE	23,889.40	18,000.00	18,000.00	10,000.00
205-336-944.000	HYDRANT RENTAL	5,850.00	7,800.00	7,800.00	7,600.00
205-336-956.000	GENERAL EXPENSES	1,616.50	5,000.00	5,000.00	5,000.00
205-336-985.000	EQUIPMENT	21,416.95	32,725.00	32,725.00	10,000.00
205-336-991.000	PRINCIPAL PAYMENTS ON	0.00	7,497.00	7,497.00	
205-336-993.000	INTEREST ON PAYMENT	0.00	89.00	89.00	
205-336-995.406	TRANSFER OUT TO FIRE	0.00	7,500.00	7,500.00	15,000.00
TOTAL APPROPRIATIONS		141,262.11	201,974.00	201,974.00	
NET OF REVENUES/APPROPRIATIONS - 336		(141,262.11)	(201,974.00)	(201,974.00)	(176,298.00)

BUDGET REPORT FOR CITY OF LINDEN
Fund: 205 PUBLIC SAFETY FUND

Calculations as of 04/30/2025

GL NUMBER DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
ESTIMATED REVENUES - FUND 205	852,923.35	972,627.00	972,627.00	1,113,007.00
APPROPRIATIONS - FUND 205	935,506.27	1,084,810.00	1,084,810.00	1,113,007.00
NET OF REVENUES/APPROPRIATIONS - FUNI	(82,582.92)	(112,183.00)	(112,183.00)	0.00
BEGINNING FUND BALANCE	426,616.59	426,616.59	426,616.59	344,033.67
ENDING FUND BALANCE	344,033.67	314,433.59	314,433.59	344,033.67

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Senior Citizen Fund

SENIOR CITIZENS FUND

Department Staff	
1- Senior Director	Tessa Sweeney
1- Program Director	Dotti Tynes
1- Office/Travel Coordinator	Gwen Fannon
1- Front Desk Reception	Jen Boley

Senior-752	Budget 25/26
Salary- Senior Director	36,000
General Wages	112,000
Fringe Benefits*	31,400
Operating*	45,689
Professional Services	16,000
Legal Fees	8,000
Training	1,500
Communication-Newsletter	12,000
Program/Activity Expense	10,000
Repairs & Maintenance*	248,000
Travel Expense	86,000
Equipment	9,000

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating includes mileage, office supplies, insurance, telephone, internet, marketing, electricity/heat, water/sewer, licenses, general expense, volunteer.
*Repair & Maintenance, office equipment maintenance and support, senior technology

BUDGET REPORT FOR CITY OF LINDEN
Fund: 211 SENIOR CITIZENS CENTER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
211-000-522.000	CDBG	0.00	0.00	0.00	92,659.00
211-000-556.003	GRANTS- SENIOR CENTER	0.00	0.00	0.00	100,000.00
211-000-556.004	SOUTHERN LAKES MILLAGE	0.00	0.00	0.00	50,000.00
211-000-556.005	COUNTY SENIOR MILLAGE	0.00	0.00	0.00	206,330.00
211-000-651.001	SENIOR PROGRAM/ACTIVITY	0.00	0.00	0.00	29,000.00
211-000-651.002	TRAVEL PROGRAM	0.00	0.00	0.00	115,000.00
211-000-667.004	RENTAL INCOME	0.00	0.00	0.00	1,000.00
211-000-675.000	DONATIONS	0.00	0.00	0.00	15,000.00
211-000-675.009	FUNDRAISING/MISCELLANEOUS	0.00	0.00	0.00	1,000.00
211-000-677.000	COMMUNITY FOUNDATION	0.00	0.00	0.00	5,600.00
TOTAL ESTIMATED REVENUES		0.00	0.00	0.00	
NET OF REVENUES/APPROPRIATIONS - 000 -		0.00	0.00	0.00	615,589.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 211 SENIOR CITIZENS CENTER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 752 - SENIOR CENTER					
APPROPRIATIONS					
211-752-703.013	SENIOR DIRECTOR WAGES	0.00	0.00	0.00	36,000.00
211-752-706.000	GENERAL WAGES	0.00	0.00	0.00	112,000.00
211-752-715.000	PAYROLL TAXES	0.00	0.00	0.00	9,000.00
211-752-718.000	RETIREMENT EXPENSES	0.00	0.00	0.00	7,400.00
211-752-720.000	EMPLOYEE INSURANCE	0.00	0.00	0.00	15,000.00
211-752-722.000	MILEAGE	0.00	0.00	0.00	1,500.00
211-752-728.000	OFFICE SUPPLIES	0.00	0.00	0.00	10,000.00
211-752-804.000	INSURANCE	0.00	0.00	0.00	8,500.00
211-752-817.003	PROFESSIONAL SERVICES	0.00	0.00	0.00	16,000.00
211-752-826.000	LEGAL FEES	0.00	0.00	0.00	8,000.00
211-752-831.000	TRAINING	0.00	0.00	0.00	1,500.00
211-752-850.000	COMMUNICATIONS-NEWSLETTERS	0.00	0.00	0.00	12,000.00
211-752-853.000	TELEPHONE	0.00	0.00	0.00	2,000.00
211-752-853.001	INTERNET SERVICE	0.00	0.00	0.00	2,000.00
211-752-881.009	MARKETING	0.00	0.00	0.00	1,500.00
211-752-881.010	PROGRAM/ACTIVITY EXPENSE	0.00	0.00	0.00	10,000.00
211-752-921.000	ELECTRICITY & HEAT	0.00	0.00	0.00	14,500.00
211-752-927.000	WATER AND SEWER	0.00	0.00	0.00	2,500.00
211-752-930.000	REPAIRS & MAINTENANCE	0.00	0.00	0.00	227,000.00
211-752-930.003	OFFICE EQUIP. MAINT/SUPPORT	0.00	0.00	0.00	21,000.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 211 SENIOR CITIZENS CENTER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 752 - SENIOR CENTER					
APPROPRIATIONS					
211-752-930.009	SENIOR CENTER LICENSES	0.00	0.00	0.00	450.00
211-752-956.000	GENERAL EXPENSES	0.00	0.00	0.00	739.00
211-752-957.002	VOLUNTEER EXPENSE	0.00	0.00	0.00	1,000.00
211-752-957.003	TRAVEL EXPENSE	0.00	0.00	0.00	86,000.00
211-752-957.004	SENIOR OUTREACH TECHNOLOGY	0.00	0.00	0.00	1,000.00
211-752-985.000	EQUIPMENT	0.00	0.00	0.00	9,000.00
TOTAL APPROPRIATIONS		0.00	0.00	0.00	
NET OF REVENUES/APPROPRIATIONS - 752 - SENI(		0.00	0.00	0.00	(615,589.00)
ESTIMATED REVENUES - FUND 211		0.00	0.00	0.00	615,589.00
APPROPRIATIONS - FUND 211		0.00	0.00	0.00	615,589.00
NET OF REVENUES/APPROPRIATIONS - FUND 211		0.00	0.00	0.00	0.00
	BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00
	ENDING FUND BALANCE	0.00	0.00	0.00	0.00

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
DDA 248

DOWNTOWN DEVELOPMENT AUTHORITY

Board Members	Budget 24/25
1- Chairperson	Jeanine Sapelak
1- Vice Chairperson	Greg Jones
1- City Council Rep	Denise Miller
6- Board Members	Keri Burns
	Tod Fisher
	Ryan McDonald
	Brandon Raudebaugh
	Michelle Robins
	Marta Wright

DDA-248	Budget 25/26
Salary-Community Engagement	17,252
Fringe Benefits*	4,710
Consultant Fees	2,500
Events	27,658
Marketing	8,800
General Expense	9,958
Grant Expense- Façade	10,000
Capital Project	100,000
Admin Fees to General	12,122

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.

BUDGET REPORT FOR CITY OF LINDEN
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY
Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
248-000-402.000	CURRENT REAL PROPERTY	188,176.09	180,000.00	180,000.00	190,000.00
248-000-654.000	GENERAL REVENUE	30.00	0.00	0.00	
248-000-665.000	INTEREST ON INVESTMEN	5,195.95	2,500.00	2,500.00	3,000.00
248-000-675.000	DONATIONS & SPONSORSH	150.00	0.00	0.00	
TOTAL ESTIMATED REVENUES		193,552.04	182,500.00	182,500.00	
APPROPRIATIONS					
248-000-703.012	DIRECTOR/COMMUNITY EN	0.00	0.00	0.00	17,252.00
248-000-706.000	GENERAL WAGES	7,502.24	25,000.00	25,000.00	
248-000-715.000	PAYROLL TAXES	567.40	2,000.00	2,000.00	1,330.00
248-000-718.000	RETIREMENT EXPENSES	600.16	1,000.00	1,000.00	1,380.00
248-000-720.000	EMPLOYEE INSURANCE	1,331.92	2,500.00	2,500.00	1,500.00
248-000-721.000	WORKMANS COMPENSATION	12.55	500.00	500.00	500.00
248-000-817.000	CONSULTANTS FEES	0.00	2,500.00	2,500.00	2,500.00
248-000-881.003	EVENTS	16,517.82	15,000.00	15,000.00	27,658.00
248-000-881.009	MARKETING	4,750.20	2,500.00	2,500.00	8,800.00
248-000-956.000	GENERAL EXPENSES	30,035.38	11,968.00	11,968.00	9,958.00
248-000-959.000	GRANT EXPENSE-DOWNTOW	0.00	0.00	0.00	10,000.00
248-000-974.003	CAPITAL PROJECT	0.00	100,000.00	100,000.00	100,000.00
248-000-991.000	PRINCIPAL PAYMENTS ON	5,952.48	11,847.00	11,847.00	
248-000-993.000	INTEREST ON PAYMENT	46.73	140.00	140.00	
248-000-995.101	ADMIN. FEES TO GENERA	0.00	7,545.00	7,545.00	12,122.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY

Calculations as of 04/30/2025

GL NUMBER DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000				
APPROPRIATIONS				
TOTAL APPROPRIATIONS	67,316.88	182,500.00	182,500.00	
NET OF REVENUES/APPROPRIATIONS - 000	126,235.16	0.00	0.00	0.00
ESTIMATED REVENUES - FUND 248	193,552.04	182,500.00	182,500.00	193,000.00
APPROPRIATIONS - FUND 248	67,316.88	182,500.00	182,500.00	193,000.00
NET OF REVENUES/APPROPRIATIONS - FUNI	126,235.16	0.00	0.00	0.00
BEGINNING FUND BALANCE	159,704.01	159,704.01	159,704.01	285,939.17
ENDING FUND BALANCE	285,939.17	159,704.01	159,704.01	285,939.17

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Police Equipment Fund 405

BUDGET REPORT FOR CITY OF LINDEN
Fund: 405 POLICE EQUIPMENT FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
405-000-699.205	TRANSFER IN FROM PUBI	0.00	15,000.00	15,000.00	15,000.00
TOTAL ESTIMATED REVENUES		0.00	15,000.00	15,000.00	
NET OF REVENUES/APPROPRIATIONS - 000		0.00	15,000.00	15,000.00	15,000.00
ESTIMATED REVENUES - FUND 405		0.00	15,000.00	15,000.00	15,000.00
APPROPRIATIONS - FUND 405		0.00	0.00	0.00	0.00
NET OF REVENUES/APPROPRIATIONS - FUNI		0.00	15,000.00	15,000.00	15,000.00
	BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00
	ENDING FUND BALANCE	0.00	15,000.00	15,000.00	15,000.00

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Fire Equipment Fund 406

BUDGET REPORT FOR CITY OF LINDEN
Fund: 406 FIRE EQUIPMENT FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
406-000-699.205	TRANSFER IN FROM PUBI	0.00	7,500.00	7,500.00	15,000.00
TOTAL ESTIMATED REVENUES		0.00	7,500.00	7,500.00	
NET OF REVENUES/APPROPRIATIONS - 000		0.00	7,500.00	7,500.00	15,000.00
ESTIMATED REVENUES - FUND 406		0.00	7,500.00	7,500.00	15,000.00
APPROPRIATIONS - FUND 406		0.00	0.00	0.00	0.00
NET OF REVENUES/APPROPRIATIONS - FUNI		0.00	7,500.00	7,500.00	15,000.00
	BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00
	ENDING FUND BALANCE	0.00	7,500.00	7,500.00	15,000.00

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Sewer 590

SEWER FUND

Sewer-590	Budget 25/26
Salary-DPW Director	17,510
Wages	40,000
Fridge Benefits	21,900
Operating*	9,760
County Sewer Charges	490,000
Repairs & Maintenance	85,000
General Expense	3,000
Equipment	205,000
Admin Fees to General Fund	51,830

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating include insurance, audit, electricity/heat.

BUDGET REPORT FOR CITY OF LINDEN
Fund: 590 SEWER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
590-000-607.000	TAP-IN FEES	16,150.00	30,000.00	30,000.00	30,000.00
590-000-607.001	SEWER CONNECTION CHAF	243.20	10,000.00	10,000.00	12,000.00
590-000-642.000	USAGE FEES	641,421.59	813,000.00	813,000.00	870,000.00
590-000-665.000	INTEREST ON INVESTMEN	20,223.71	12,623.00	12,623.00	12,000.00
TOTAL ESTIMATED REVENUES		678,038.50	865,623.00	865,623.00	
APPROPRIATIONS					
590-000-702.001	PAYROLL - SEWER SALAF	11,516.25	38,950.00	38,950.00	40,000.00
590-000-703.000	SALARIES AND WAGES	0.00	40,119.00	40,119.00	
590-000-703.010	DPW DIRECTOR WAGES	13,665.65	17,000.00	17,000.00	17,510.00
590-000-712.000	OPT OUT HEALTH INSURA	0.00	1,200.00	1,200.00	1,200.00
590-000-715.000	PAYROLL TAXES	1,433.72	4,473.00	4,473.00	4,600.00
590-000-718.000	RETIREMENT EXPENSES	1,604.53	2,742.00	2,742.00	2,800.00
590-000-720.000	EMPLOYEE INSURANCE	12,690.80	9,468.00	9,468.00	11,000.00
590-000-721.000	WORKMANS COMPENSATION	54.82	2,184.00	2,184.00	2,300.00
590-000-801.000	COUNTY SEWER CHARGE	372,852.11	500,000.00	500,000.00	490,000.00
590-000-804.000	INSURANCE	1,924.25	4,000.00	4,000.00	2,000.00
590-000-807.000	AUDIT FEES	1,875.00	3,000.00	3,000.00	3,000.00
590-000-921.000	ELECTRICITY & HEAT	2,824.97	4,635.00	4,635.00	4,760.00
590-000-930.000	REPAIRS & MAINTENANCE	20,123.33	85,000.00	85,000.00	85,000.00
590-000-956.000	GENERAL EXPENSES	897.87	3,000.00	3,000.00	3,000.00
590-000-972.000	CAPITAL PROJECTS	425.00	83,719.00	83,719.00	

BUDGET REPORT FOR CITY OF LINDEN
Fund: 590 SEWER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
APPROPRIATIONS					
590-000-985.000	EQUIPMENT	0.00	0.00	0.00	205,000.00
590-000-995.101	ADMIN. FEES TO GENERA	0.00	66,133.00	66,133.00	51,830.00
TOTAL APPROPRIATIONS		441,888.30	865,623.00	865,623.00	
NET OF REVENUES/APPROPRIATIONS - 000		236,150.20	0.00	0.00	0.00
ESTIMATED REVENUES - FUND 590		678,038.50	865,623.00	865,623.00	924,000.00
APPROPRIATIONS - FUND 590		441,888.30	865,623.00	865,623.00	924,000.00
NET OF REVENUES/APPROPRIATIONS - FUNI		236,150.20	0.00	0.00	0.00
BEGINNING FUND BALANCE		2,629,949.47	2,629,949.47	2,629,949.47	2,866,099.67
ENDING FUND BALANCE		2,866,099.67	2,629,949.47	2,629,949.47	2,866,099.67

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Water 591

WATER FUND

Water-591	Budget 25/26
Salary- DPW Director	17,510
Wages	41,000
Fringe Benefits	21,139
Operating*	20,900
Water Meters Purchased	4,000
County Water Charge	827,000
Consultant Fees	71,250
Training	1,000
Repairs & Maintenance	143,609
Water Test & License	4,000
Depreciation	160,000

Water-591 Continued	Budget 25/26
Insurance	5,000
Audit	3,000
Equipment	10,000
Principal Payment on Debt	201,681
Interest on Payment	120,011
Admin Fees to General Fund	90,000

*Fringe Benefits include FICA, retirement, health, dental, vision and workers compensation.
*Operating includes postage, supplies, water treatment supplies, telephone, electricity/heat, gen expense,

BUDGET REPORT FOR CITY OF LINDEN
Fund: 591 WATER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
591-000-445.000	PENALTIES	6,373.04	9,000.00	9,000.00	9,000.00
591-000-607.000	TAP-IN FEES	7,950.00	30,000.00	30,000.00	30,000.00
591-000-642.001	WATER SALES	1,084,754.96	1,484,600.00	1,484,600.00	1,682,500.00
591-000-665.000	INTEREST ON INVESTMEN	13,245.39	10,623.00	10,623.00	9,000.00
591-000-667.001	HYDRANT RENTAL	0.00	7,600.00	7,600.00	7,600.00
591-000-681.000	GENERAL REVENUE	400.00	3,000.00	3,000.00	3,000.00
591-000-690.000	PROCEEDS FROM BOND SA	0.00	2,887,077.00	2,887,077.00	
TOTAL ESTIMATED REVENUES		1,112,723.39	4,431,900.00	4,431,900.00	
APPROPRIATIONS					
591-000-702.003	GENERAL WAGES	39,394.04	38,950.00	38,950.00	41,000.00
591-000-703.010	DPW DIRECTOR WAGES	13,665.11	17,000.00	17,000.00	17,510.00
591-000-712.000	OPT OUT HEALTH INSURA	0.00	1,200.00	1,200.00	1,200.00
591-000-715.000	PAYROLL TAXES	2,755.55	4,414.00	4,414.00	4,546.00
591-000-718.000	RETIREMENT EXPENSES	2,952.92	2,825.00	2,825.00	2,909.00
591-000-720.000	EMPLOYEE INSURANCE	8,983.86	9,468.00	9,468.00	10,300.00
591-000-721.000	WORKMANS COMPENSATION	1,060.71	2,121.00	2,121.00	2,184.00
591-000-730.000	POSTAGE	0.00	1,200.00	1,200.00	1,500.00
591-000-757.000	WATER METERS PURCHASE	0.00	7,500.00	7,500.00	4,000.00
591-000-775.000	SUPPLIES	322.39	5,000.00	5,000.00	3,500.00
591-000-787.000	WATER TREATMENT SUPPI	10,104.89	12,000.00	12,000.00	3,500.00
591-000-801.500	COUNTY WATER CHARGE	0.00	450,000.00	450,000.00	827,000.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 591 WATER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
APPROPRIATIONS					
591-000-804.000	INSURANCE	5,053.25	5,000.00	5,000.00	5,000.00
591-000-807.000	AUDIT FEES	1,875.00	3,000.00	3,000.00	3,000.00
591-000-817.000	CONSULTANTS FEES	70,032.25	372,000.00	372,000.00	71,250.00
591-000-817.002	BOND ISSUANCE COSTS	20,000.00	53,778.00	53,778.00	
591-000-831.000	TRAINING	0.00	1,200.00	1,200.00	1,000.00
591-000-853.000	TELEPHONE	2,268.46	0.00	0.00	900.00
591-000-921.000	ELECTRICITY & HEAT	26,221.85	32,000.00	32,000.00	10,000.00
591-000-930.000	REPAIRS & MAINTENANCE	117,253.99	50,000.00	50,000.00	143,609.00
591-000-930.002	EQUIPMENT FUND	263.73	0.00	0.00	
591-000-930.008	WATER TESTS & LICENSE	5,771.17	8,000.00	8,000.00	4,000.00
591-000-956.000	GENERAL EXPENSES	1,554.25	1,000.00	1,000.00	1,500.00
591-000-968.000	DEPRECIATION	0.00	0.00	0.00	160,000.00
591-000-972.000	CAPITAL PROJECTS	2,030,302.28	2,731,623.00	2,731,623.00	
591-000-985.000	EQUIPMENT	0.00	0.00	0.00	10,000.00
591-000-991.000	PRINCIPAL PAYMENTS ON	231,994.75	438,100.00	438,100.00	201,681.00
591-000-993.000	INTEREST ON PAYMENT	57,068.95	94,800.00	94,800.00	120,011.00
591-000-995.101	ADMIN. FEES TO GENERA	0.00	89,721.00	89,721.00	90,000.00
TOTAL APPROPRIATIONS		2,648,899.40	4,431,900.00	4,431,900.00	
NET OF REVENUES/APPROPRIATIONS - 000		(1,536,176.01)	0.00	0.00	0.00
ESTIMATED REVENUES - FUND 591		1,112,723.39	4,431,900.00	4,431,900.00	1,741,100.00
APPROPRIATIONS - FUND 591		2,648,899.40	4,431,900.00	4,431,900.00	1,741,100.00
NET OF REVENUES/APPROPRIATIONS - FUNI		(1,536,176.01)	0.00	0.00	0.00

BUDGET REPORT FOR CITY OF LINDEN
Fund: 591 WATER FUND

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
	BEGINNING FUND BALANCE	2,052,352.38	2,052,352.38	2,052,352.38	516,176.37
	ENDING FUND BALANCE	516,176.37	2,052,352.38	2,052,352.38	516,176.37

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Saddlebrook 868

BUDGET REPORT FOR CITY OF LINDEN
Fund: 868 SADDLEBROOK FARMS

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 261 - ADMINISTRATION					
ESTIMATED REVENUES					
868-261-451.000	SPECIAL ASSESSMENTS	37,076.80	39,000.00	39,000.00	37,000.00
868-261-665.000	INTEREST ON INVESTMENTS	10,750.36	10,000.00	10,000.00	10,000.00
TOTAL ESTIMATED REVENUES		47,827.16	49,000.00	49,000.00	
APPROPRIATIONS					
868-261-991.000	PRINCIPAL PAYMENTS ON DEBT	50,000.00	50,000.00	50,000.00	55,000.00
868-261-993.000	INTEREST ON PAYMENT	4,911.25	9,240.00	9,240.00	7,728.00
TOTAL APPROPRIATIONS		54,911.25	59,240.00	59,240.00	
NET OF REVENUES/APPROPRIATIONS - 261 - ADMI		(7,084.09)	(10,240.00)	(10,240.00)	(15,728.00)
ESTIMATED REVENUES - FUND 868		47,827.16	49,000.00	49,000.00	47,000.00
APPROPRIATIONS - FUND 868		54,911.25	59,240.00	59,240.00	62,728.00
NET OF REVENUES/APPROPRIATIONS - FUND 868		(7,084.09)	(10,240.00)	(10,240.00)	(15,728.00)
	BEGINNING FUND BALANCE	342,881.94	342,881.94	342,881.94	335,797.85
	ENDING FUND BALANCE	335,797.85	332,641.94	332,641.94	320,069.85

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Lindenwood 869

BUDGET REPORT FOR CITY OF LINDEN
Fund: 869 LINDENWOOD SPECIAL ASSESSMENT

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
869-000-451.000	SPECIAL ASSESSMENTS	25,469.85	98,000.00	98,000.00	116,000.00
869-000-665.000	INTEREST ON INVESTMEN	714.12	0.00	0.00	3,000.00
TOTAL ESTIMATED REVENUES		26,183.97	98,000.00	98,000.00	
APPROPRIATIONS					
869-000-956.000	GENERAL EXPENSES	25.00	0.00	0.00	
869-000-991.000	PRINCIPAL PAYMENTS ON	30,000.00	40,000.00	40,000.00	75,000.00
869-000-993.000	INTEREST ON PAYMENT	22,264.48	58,000.00	58,000.00	43,225.00
TOTAL APPROPRIATIONS		52,289.48	98,000.00	98,000.00	
NET OF REVENUES/APPROPRIATIONS - 000		(26,105.51)	0.00	0.00	775.00
ESTIMATED REVENUES - FUND 869		26,183.97	98,000.00	98,000.00	119,000.00
APPROPRIATIONS - FUND 869		52,289.48	98,000.00	98,000.00	118,225.00
NET OF REVENUES/APPROPRIATIONS - FUNI		(26,105.51)	0.00	0.00	775.00
	BEGINNING FUND BALANCE	82,143.22	82,143.22	82,143.22	56,037.71
	ENDING FUND BALANCE	56,037.71	82,143.22	82,143.22	56,812.71
ESTIMATED REVENUES - ALL FUNDS		5,739,365.61	14,918,042.00	14,918,042.00	8,154,179.00
APPROPRIATIONS - ALL FUNDS		7,733,313.10	14,441,836.00	14,519,524.00	8,139,132.00
NET OF REVENUES/APPROPRIATIONS - ALL		(1,993,947.49)	476,206.00	398,518.00	15,047.00
BEGINNING FUND BALANCE - ALL FUNDS		13,903,292.42	13,903,292.42	13,903,292.42	11,909,344.93
ENDING FUND BALANCE - ALL FUNDS		11,909,344.93	14,379,498.42	14,301,810.42	11,924,391.93

HISTORIC CITY OF Linden EST. 1871

Budget
Fiscal Year 2025-2026
Rolston 871

BUDGET REPORT FOR CITY OF LINDEN
Fund: 871 W. ROLSTON SPECIAL ASSESSMENT

Calculations as of 04/30/2025

GL NUMBER	DESCRIPTION	2024-25 ACTIVITY THRU 04/30/25	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	2025-26 REQUESTED BUDGET
Dept 000					
ESTIMATED REVENUES					
871-000-451.000	SPECIAL ASSESSMENTS F	0.00	0.00	0.00	107,769.00
871-000-451.001	SPECIAL ASSESMENT PAY	53,733.40	0.00	0.00	
871-000-546.001	STATE GRANT-MDOT CATE	125,000.00	0.00	0.00	
TOTAL ESTIMATED REVENUES		178,733.40	0.00	0.00	
APPROPRIATIONS					
871-000-991.000	PRINCIPAL PAYMENTS ON	0.00	0.00	0.00	40,000.00
871-000-993.000	INTEREST ON PAYMENT	0.00	0.00	0.00	30,827.40
TOTAL APPROPRIATIONS		0.00	0.00	0.00	
NET OF REVENUES/APPROPRIATIONS - 000		178,733.40	0.00	0.00	36,941.60
ESTIMATED REVENUES - FUND 871		178,733.40	0.00	0.00	107,769.00
APPROPRIATIONS - FUND 871		0.00	0.00	0.00	70,827.40
NET OF REVENUES/APPROPRIATIONS - FUNI		178,733.40	0.00	0.00	36,941.60
	BEGINNING FUND BALANCE	0.00	0.00	0.00	178,733.40
	ENDING FUND BALANCE	178,733.40	0.00	0.00	215,675.00
ESTIMATED REVENUES - ALL FUNDS		5,918,099.01	14,918,042.00	14,918,042.00	8,261,948.00
APPROPRIATIONS - ALL FUNDS		7,733,313.10	14,441,836.00	14,519,524.00	8,209,959.40
NET OF REVENUES/APPROPRIATIONS - ALL		(1,815,214.09)	476,206.00	398,518.00	51,988.60
BEGINNING FUND BALANCE - ALL FUNDS		13,903,292.42	13,903,292.42	13,903,292.42	12,088,078.33
ENDING FUND BALANCE - ALL FUNDS		12,088,078.33	14,379,498.42	14,301,810.42	12,140,066.93

CITY OF LINDEN

RESOLUTION NO. 08-25

A RESOLUTION ADOPTING THE CITY OF LINDEN FEE SCHEDULE

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of Linden, through enacted ordinances and adopted resolutions, may require fees to be paid for certain procedures and reviews;

WHEREAS, the City of Linden has previously adopted a Fee Schedule describing the procedures and reviews which require a fee and which furthermore states the amount of those fees;

WHEREAS, it is necessary to periodically review and if necessary amend, the adopted Fee Schedule;

THEN NOW, THEREFORE, BE IT RESOLVED, by the Linden City Council of the City of Linden, Michigan, that the amended and attached Fee Schedule be adopted and effective July 1, 2025.

CONSIDERED AND APPROVED at a regular meeting of the Linden City Council on this 12th day of May 2025.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED. _____

Elizabeth Armstrong, Mayor

ATTEST:

_____

Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on May 12, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

_____

Kristyn Kanyak, City Clerk

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

General

Garbage	
$16.95/mth/unit (July 2025-Dec 2025)	
$50.85/qtr/unit (July 2025-Dec 2025)	
$17.46/mth/unit (Jan 2026-June 2026)	
$52.38/qtr/unit (Jan 2026-June 2026)	
Additional Container Fee	$125
(May be purchased through Priority Waste)	

FOIA Fees:
*Refer to FOIA policy, mandated by State of Michigan

Mobile Food & Beverage Vending	
Annual Vendor	$500
Special Event Fee	$50

Liquor License Application Fee	$250

Yard Sales	$10
*2 weeks/calendar year	

NSF Checks	$35/check

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Police Department	
Breathalyzer (PBT)	$10
Reports	
All reports	$10
K Packages (Fatal)	$25
Vehicle Restoration	
Original	$25 each
Renewal (up to 3)	$25 each
Vehicle Impound Release Fee	$125
FOIA Fees *Refer to FOIA policy, mandated by State of Michigan	

Fire Department	
Burn Permit	$10
*per calendar year	
Reports	$10
*$.25 for each additional page after 5	

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Facility Rentals

Kimble/Sharp Gazebo	
Half Day	$250
Full Day	$300
*ALL PARK RENTALS REQUIRE $100 SECURITY DEPOSIT	

Community Center	
Monday - Thursday (hourly)	$50
Weekend Daily Rental	$500
Whole Weekend (Friday - Sunday)	$1,200
*ALL COMMUNITY CENTER RENTALS REQUIRE $200 SECURITY DEPOSIT	
*Max. capacity is 175	

Eagle's Wooden Park Pavilion	
Half Day	$150
Whole Day	$200
*ALL PARK RENTALS REQUIRE $100 SECURITY DEPOSIT	

Wedding Ceremony	$100

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Building

The total cost of improvement is based on construction value per the Bureau of Construction Codes Square Foot Construction Cost Table with the exception of single-family dwellings being figured at the rate of $120.00 per square foot, accessory structures at the rate of $120.00 per square foot, accessory structures at the rate of $35.00 per square foot and decks at the rate of $21.00 per square foot. Premanufactured unit fees are based upon 50% of the normal on-site construction permit fee. The first $75.00 of an application fee is non-refundable.

Permit fee
(includes one (1) inspection only)

Up to $1,000	$75	
$1,000 to $10,000	$75	plus $10 per $1,000 over $1,000
$10,000 to $100,000	$165	plus $3 per $1,000 over $10,000
100,000 to 500,000	$435	plus $2 per $1,000 over $100,000
$500,000+	$1,235	plus $3 per $1,000 over $500,000

Additional Inspections	$75
Demolition	$150
Plan Review & Admin Base Fee	$150
Certificate of Occupancy	$50

Commercial Permits

Permanant Sign Permit	$50
Temp Sign Permit	$25
Commercial Building	$.60/sq. ft.
Other-minimum	$50
6 month extention	50% of org fee
Unpermitted work permit	$100+ Permit fee
Historic District Certificate of Appropriateness	$50

Planning & Zoning

Preliminary Site Plan	$500
Final Site Plan	$750
Combination Prelim & Final	$750
Admintrative Site Plan Review	$200
PUD (plus site plan rev fee)	$400

Zoning & Land Use Permit

Change in Occupancy	$50
Home Occupancy Permit	$50
Lot Splits	$150
Zoning Permit (fence, sign etc.)	$50
Rezoning (+$5.00 per acre)	$750
Special Land Use	$600
Zoning Board of Appeals	$300

Subdivision Plat Review	
Prelim Plat (+$5.00 per lot)	$500
Final Plat (+$2.00 per lot)	$450

*NOTE a $4,000 deposit will be required by the City to pay for consultations, engineers, traffic engineers, and/or the City Attorney to conduct reviews **if needed**. Additional fees may apply. All costs to review applications shall be paid by owner or

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Fee Schedule FY 25/26

RESOLUTION NO. 08-25

Cemetery

Grave Sites	
Resident	$750
Non-Resident	$900
Grave Transfer Fees	
Transfer of Grave	$35
Replacement Deed	$100
Certificate of Heir Transfer	$35.00 for first
Each Additional Certificate of Heir	$15.00 each additional

Grave Opening Fees	
Traditional Burial 8am-4pm	
Weekday Monday-Friday	$725
Saturday	$900
Cremation Burial 8am-4pm	
Weekday Monday-Friday	$350
Saturday	$450
No Sunday or Holiday burials	

Additional Cemetery Fees	
Disinterment	$715
Burials after 4pm	$100 per hour
Foundation	
$.60/sq. inch $150 minimum	
Veteran Marker	$31

*All City transactions that are paid with a Debit/Credit Card will be charged a Processing Fee of 3% with a minimum of $2.00

Fee Schedule FY 25/36

RESOLUTION NO. 08-25

Loose Senior Center

Rental Rates	Deposit	Room Capacity	Public Hourly/Daily Rate	Member Hourly/Daily Rate
Annex (Catered Only)	$50	118	$40/$475	$20/$300
Annex (With Kitchen)	$100	118	$50/$600	$40/$500
Margie Hall (Catered Only)	$200	200	$75/$850	$65/$700
Full Center (Includes Kitchen)	$300	318	$150/$1200	$100/$900

Wedding Ceremony Fee	$100

*All City transactions/Loose that are paid with a Debit/Credit Card will be charged a Processing fee of 3% with a minimum of $2.00

Classes	$5
*Some classes offered are free.	

Out of County Membership Fee	$35

Yearly Newsletter Mailing Fee	$10

CITY OF LINDEN
RESOLUTION NO. 09-25

A RESOLUTION AUTHORIZING THE COMPENSATION FOR ALL CITY OFFICERS, EMPLOYEES AND VOLUNTEER FIRE DEPARTMENT

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City Council must determine the compensation for all city officers and employees per City Charter Section 3.4 and Ordinance No. 148;

NOW, THEREFORE, **BE IT RESOLVED,** the Linden City Council resolves that the compensation for city officers, employees and volunteer fire department effective July 1, 2025 to be as follows:

City Manager	$109,719.72 Salary
Police Chief	$87,550 Salary
Fire Chief	$32.96 Hourly (PT 25 Hours Weekly)
City Clerk	$59,740 Salary
City Treasurer	$66,950 Salary
Deputy Treasurer	$19-24.00 Hourly
Deputy Clerk	$19-24.00 Hourly
Director of Senior Services and Community Engagement	$69,010 Salary
Loose Center Staff	$36,000-39,500 Salary
DPW Director	$87,550 Salary
DPW Foreman	$27-28.00 Hourly
DPW Maintenance Tech.	$23-25.00 Hourly
DPW Part-Time	$16.00-17.00 Hourly
Seasonal DPW Maintenance Tech.	$14.00 Hourly
DPW Scheduled on Call Pay	$150 Weekly
Department Head Cellphone Stipend	$50 Monthly
Full-Time Employees Cellphone Stipend	$20 Monthly
Firefighters	$19.00 for first hour

(Minimum of 1 hour; quarter hour increments after first hour); wages calculated from individual time of response to individual time of clear (number of runs not considered). Firefighters will be paid $19.00 per hour after first hour.

Fire Training Sessions	To be paid at hourly rate
Firefighters in Training *(Non-Certified)*	$10 per hour *(calculated same as firefighter)*
Assistant Fire Chief	$3,000.00 yearly stipend
Captain	$750.00 yearly stipend
Lieutenant (*2 positions*)	$750.00 yearly stipend
Medical Officer	$750.00 yearly stipend
Equip. Maintenance	$250.00 yearly stipend
Fire Dept. Records Maintenance	$850.00 yearly stipend
Fire Training Officers *(2 positions)*	$250.00 yearly stipend

Elected and Appointed Positions:

City Councilors	$500.00 per year with no certification
Certification of Elected Officials Academy through MML	
Level I - $600.00 per year	
Level II - $700.00 per year	
Level III - $800.00 per year	
Mayor	$1,600.00 per year with no certification
Certification of Elected Officials Academy through MML	
Level I - $1,700.00	
Level II - $1,800.00	
Level III - $1,900.00	
Board of Review	$25.00 per meeting
Election Chairperson	$12.00 per hour plus $25 per election
Election Workers	$12.00 per hour
Election Workers Training	$25.00 per training session

Employee Contributions for Premiums

Health Insurance	20%
Dental Insurance	50%

457 Deferred Compensation Plan and Roth IRA Contribution

City Contribution (For Eligible Department Heads)	8%
City Contribution (For Eligible Full Time Employees)	5%

This resolution supersedes any preceding resolutions which may have conflicting language and does not apply to any employee within a collective bargaining agreement or contract.

CONSIDERED AND APPROVED at a regular meeting of the Linden City Council this 12th day of May 2025.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

_____
Elizabeth Armstrong, Mayor

ATTEST:

_____
Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on May 12, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

_____

Kristyn Kanyak, City Clerk

CITY OF LINDEN

RESOLUTION NO. 10-25

ADOPTION OF FISCAL YEAR 2025-2026 PURCHASING RESOLUTION

PRESENT: _____

ABSENT: _____

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

Pursuant to Ordinance No. 394, City Council resolves as follows for Fiscal Year 2025-2026:

(A) Transactions less than $5,000.00. The City Manager shall have full authority to enter into contracts for the purchase or sale of city property or materials for amounts not in excess of $5,000.00, provided he or she has, prior to consummation of any sale or purchase, obtained at least two comparative prices;

(B) Transactions between $5,000.00 and $15,000.00. The City Manager is authorized to make purchases of materials and equipment in an amount between $5,000.00 and $15,000.00, without prior approval of the City Council, provided the City Manager has, prior to consummation of any sale or purchase, secured quotations from no less than three (3) sources with comparative prices; and

(C) Transactions exceeding $15,000. The City Manager shall secure bids in all transactions involving an expenditure of $15,000.00 or more.

CONSIDERED AND APPROVED this 12th day of May 2025, by the City Council of the City of Linden, Michigan.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

_____
Elizabeth Armstrong, Mayor

ATTEST:

_____
Kristyn Kanyak, City Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Linden, Genesee County, Michigan, at a regularly scheduled meeting held on May 12, 2025, and that notice of said meeting was given in accordance with the Open Meetings Act, as amended.

_____

Kristyn Kanyak, City Clerk

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

March 20, 2025

Linden City Council
132 E. Broad Street
Linden, MI 48451

RE: Final PUD Plan Review
Forest Ridge Estates – Danny Nemer

Dear Council Members:

Forest Ridge Estates is a proposed 30-unit single-family detached residential site condominium to be located along Andrea Avenue, between Pauline Pass and Laura Lane. The subject site is 14.96 acres in size and is zoned R-2, Single Family Residential District. Forest Ridge Estates is being proposed utilizing the Planned Unit Development (PUD) option of the City of Linden Zoning Ordinance, which allows for clustered lots that are below the minimum lot width and lot area requirements of the R-2 District so as to preserve open space within the development.

Background
PUD procedures and requirements are outlined in Sections 154.135 through 154.141 of the City of Linden Zoning Ordinance. Site condominium projects are subject to the requirements of Section 154.025 of the zoning ordinance. PUDs are subject to a three-step review process, as summarized below.

1. Preliminary Plan Review/Public Hearing. Preliminary plan approval was granted by the Planning Commission, after holding a public hearing, on February 5, 2024.
2. Final Plan Review/Public Hearing. The final site plan was first reviewed by the Planning Commission after holding a public hearing at their July 1, 2024, meeting. The request was tabled by the Planning Commission on several occasions to allow the applicant to address the items of discussion during the meetings. A revised final PUD plan, dated January 9, 2025, along with supplemental materials, was prepared and submitted by the applicant and reviewed by the Planning Commission at their February 3, 2025 meeting. After discussion, the Planning Commission recommended approval of the final PUD plan, with recommended approval contingencies for the City Council to consider. Subsequent to the Planning Commission's recommendation, as required by the Zoning Ordinance, the applicant's attorney prepared and submitted a draft PUD Development Agreement for review by City Council.
3. City Council Approval. City Council has final authority for approval of the final PUD site plan, PUD Development Agreement, and site condominium documents. City Council is not required to hold a public hearing during this step.

The following is the Planning Commission's motion from their February 3, 2025 Planning Commission meeting, which lists their recommended approval contingencies:

> *Because the proposed Forest Ridge Estates single family residential site condominium demonstrates compliance with the criteria and standards set forth in Sections 154.135 and 154.136 of the City of Linden Zoning Ordinance, I move to recommend approval of the final PUD plan to the City Council. As required by Section 154.137 of the Zoning Ordinance, a revised PUD plan and PUD Development Agreement shall be prepared and reviewed by the City Planner and City Attorney prior to review by City Council. Further, the Planning Commission recommends that the City Council consider following conditions of approval:*
>
> 1. *Prior to authorization of construction, detailed engineering plans shall be submitted to the City and City Engineer for review to ensure that the items noted in the Rowe Engineering review letter dated January 28, 2025 have been addressed.*
> 2. *Prior to authorization of construction, documentation that all applicable outside agency permits have been secured shall be submitted to the City.*
> 3. *Prior to authorization of construction, a performance guarantee shall be submitted to the City in accordance with Section 154.027 to ensure completion of all improvements associated with the proposed development including streets, lighting, utilities, sidewalks, drainage, and landscaping.*
> 4. *The final draft Master Deed, By-Laws and other required Condominium documents shall be reviewed and approved by the City and City Attorney, prior to their recording with Genesee County.*
> 5. *The final recorded condominium documents shall be supplied to the Zoning Administrator prior to the issuance of an occupancy permit for any dwelling, in accordance with Section 154.025, (E) of the Zoning Ordinance.*
> 6. *All construction traffic to use Laura Lane; survey Laura Lane be conducted before construction commences; and Laura Lane to be maintained during construction.*

City Council Action to be Taken

In accordance with Section 154.137,(C),(3) of the Zoning Ordinance, upon receiving a recommendation from the Planning Commission, the City Council shall review the final PUD plan. Taking into consideration the recommendations of the Planning Commission and the criteria and standards set forth in Section 154.135 and 154.136, the City Council shall approve, table or deny the final PUD plan. The City Council shall require all standards and conditions of approval to be incorporated in a development agreement to be reviewed and approved by the City Attorney.

Please note that Section 154.139 of the Zoning Ordinance gives authority to the City to attach conditions along with the approval of a PUD project. This ordinance language is included below:

> *(A) Reasonable conditions may be required with the approval of a planned unit development, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner.*

(B) Conditions imposed shall be designed to: protect the public health, safety, and welfare; preserve natural features and resources; and be necessary to meet the intent and purpose of this chapter, and ensure compliance with the standards of this chapter. All conditions imposed shall be made a part of the record of the approved planned unit development.

Please contact me at ayoung@wadetrim.com for further information.

Sincerely,



Adam Young, AICP, City Planner
City of Linden
PW\LDN6100\25D\Docs\Correspondence\CC Letter Forest Ridge Estates.docx

Enclosures:

- Minutes from the February 3, 2025 Planning Commission Meeting
- Draft Development Agreement, prepared by the applicant's attorney George F. Rizik, II
- Revised Final PUD Plan, dated January 9, 20254 and supplemental application materials, which include:
    - Architectural Design and Floor Plan for a Model 1-Story Unit
    - Architectural Design and Floor Plan for a Model 2-Story Unit
    - Revised Draft Condominium Master Deed, including:
        - Exhibit A: By-Laws
        - Exhibit B: Condominium Subdivision Plan
    - Updated ASTI Wetland Delineation Report (Confirmed by EGLE)
    - Legal Correspondence between Forest Ridge Glens and proposed Forest Ridge Estates
    - Letter from Danny Nemer regarding the Schedule of Intended Development and Construction Timing
- Wade Trim review letter, dated January 30, 2025
- Rowe review letter dated, January 28, 2025

Project Name
Construction Stage Checklist

Date Last Updated

Final Site Plan Approval

- ☐ Planning Commission Approval of Site Plan (indicate date and list all contingencies)

Construction Plan Review and Approval

- ☐ Owner submits 3 hard copies and 1 electronic copy of construction plans to City and payment for City Engineer review.
- ☐ DPW Director reviews construction plans for code compliance. Solicits input/comments from City departments
- ☐ Outside Permits
    - ☐ DPW Department and City Engineer provide guidance to owner's engineer on any outside agency approvals that must be secured. Typical permits needed:
        - ☐ Genesee County Drain Commission Division of Water & Waste (GCDC-WWS)-Soil Erosion and Sedimentation Control (SESC) Permit
        - ☐ GCDC-WWS S-Permit for Sanitary Sewer
        - ☐ GCDC Surface Water Management Permit for Storm Sewer
        - ☐ Michigan Department of Environment, Great Lakes, and Energy (EGLE) Drinking Water Permit
        - ☐ EGLE Wastewater Permit
        - ☐ City of Linden Water, Sewer, and Road Right-of-Way Permit
        - ☐ EGLE National Pollutant Discharge Elimination System (NPDES)Permit
    - ☐ Owner secures outside permits and supplies copies to City.
- ☐ Performance Guarantee
    - ☐ Owner's engineer to provide estimated cost of itemized improvements connected with the proposed use including, but not limited to, roads, lighting, utilities, stormwater, sidewalks, and landscaping
    - ☐ Building Official, with input from City Engineer, to verify that the cost estimate is appropriate, communicates with City Treasurer/Manager on the verified amount

- ☐ Owner deposits performance guarantee with City Treasurer

☐ Construction Fees (including On-Site Inspection Services)

- ☐ City Engineer provides cost estimate for on-site inspection services
- ☐ DPW Director determines any other fees to be collected
- ☐ Owner submits check to cover the cost of on-site inspection services and any other fees

☐ DPW Department issues authorization to proceed with construction

Site Construction Work

☐ Pre-Construction Meeting

☐ Site construction begins, with ongoing inspections to be performed by City Engineer and DPW Department

☐ Final inspections by City Engineer, DPW Department and Zoning Administrator

☐ Owner to provide As-Built drawings to City

Finalize/Record Condominium Documents

☐ Owner submits final draft Master Deed, By-Laws and other required Condominium documents to the City

☐ City Attorney and Zoning Administrator reviews/approves Master Deed, By-Laws and other required Condominium documents

☐ Owner records Master Deed, By-Laws and other required Condominium documents with the County

☐ Final recorded condominium documents are supplied to the Zoning Administrator prior to the issuance of occupancy permits in accordance with Section 154.025, (E) of the Zoning Ordinance

Building Permit Review and Approval (for each individual dwelling)

☐ Owner to submit building permit applications for each unit

☐ Building Official reviews/approves building permit applications for each unit

☐ Owner pays building permit fees for each unit

☐ Construction of each unit, with ongoing and final inspections to be performed by the Building Official

☐ Occupancy permits issued by Building Official for each unit

CITY OF LINDEN
REGULAR MEETING MINUTES
PLANNING COMMISSION

Monday, February 3, 2025 **7:00 P.M.**

CALL TO ORDER

The regular meeting of the Linden Planning Commission was called to order at 7:01 p.m. by Chairperson Daniel Cusson. The meeting was held at The Loose Senior Citizen Center located at 707 North Bridge Street, Linden, Michigan 48451.

ROLL CALL

Present: James Hurst, Aaron Wiens, Ben Cox, Matt Mlinarich, John Hartranft, Cody Robyler, Phillip Steele, Brad Dick, Daniel Cusson
Absent: None
Others Present: Ellen Glass, City Manager; Adam Young, City Planner/Zoning Administrator; Don Grice, Director of Public Works; Dave Richmond, City Engineer; Michael Gildner, City Attorney; Nicole Weissenborn, Deputy Clerk

a. Excuse Absent Member(s)
None.

MINUTES APPROVAL

Motion by Steele, second by Dick to approve the minutes from the January 3, 2025 Planning Commission meeting. Motion carried 9-0.

PUBLIC HEARING/SPECIAL PRESENTATION

None.

CITIZENS' COMMENTS - NON-AGENDA ITEMS ONLY

Cusson opened public comment.

Public comment about the attached Communication regarding light pollution, shared concerns and requested update of ordinance.

Public comment regarding light illuminating into home and request to bring illumination level down.

Public comment regarding being on Parks and Recreation and suggested a light ordinance to help nature and for the city overall.

Cusson closed public comment.

COMMUNICATIONS

(A) Linden Lighting Code Suggestion Submitted by resident

Commissioners, Grice and Young discussed the zoning ordinance in regard to lighting for residences, businesses, outdoor lighting, and Consumers Energy street lighting; suggested to look into this ordinance.

UNFINISHED BUSINESS

(A) PC-07c-24 Forest Ridge Estates Revised PUD

Hurst excused himself for this agenda item, explaining that he is a Board member for Forest Ridge and wants to avoid any conflict of interest at 7:19 p.m.

Young discussed his staff report: We are in receipt of a revised final site plan and Planned Unit Development (PUD) application to establish a single-family residential detached condominium development along Andrea Avenue, generally between Pauline Pass and Laura Lane. The subject site is 14.96 acres in size and is zoned R-2, Single Family Residential District. The applicant is proposing to develop a 30-unit single family detached residential site condominium called Forest Ridge Estates. This subject site is located between two existing single-family residential condominiums – Forest Ridge adjacent to the west and Forest Ridge Glens adjacent to the east. This will be a new site condominium that is separate and distinct from the adjacent Forest Ridge condominiums, with its own condominium association/ownership structure.

Danny Nemer, the applicant was present and explained sufficiency of the updated storm drain and wetland delineation as a solution to the previous requests and requested approval to move forward.

Young reviewed his Wade Trim letter: We are in receipt of a revised final site plan and Planned Unit Development (PUD) application to establish a single-family residential detached condominium development along Andrea Avenue, generally between Pauline Pass and Laura Lane. The applicant is proposing to develop a 30-unit single-family detached residential site condominium called Forest Ridge Estates. This subject site is located between two existing single-family residential condominiums – Forest Ridge adjacent to the west and Forest Ridge Glens adjacent to the east. This subject site was shown as a "proposed future development" as part of the Forest Ridge Glens condominium when it was approved by the City in 2002. This subject site has already been improved with streets and utilities (Andrea Avenue, Andrea Court, and Nancy Court) – constructed along with the construction of streets and utilities for the Forest Ridge Glens project. However, while homes were constructed in Forest Ridge Glens, the developer never took advantage of his future development option for this subject site. Except for the streets and utilities, this subject site remains undeveloped today, We understand that this subject site has changed ownership on multiple occasions over the years, with Danny Nemer (Danem Group, LLC) most recently purchasing the property in 2023. Danny Nemer is now seeking approval to develop 30 single-family detached homes at the subject site, to be laid out consistent with the existing streets (Andrea Avenue, Andrea Court, and Nancy Court), utilities, and lots at the site. The lots (units) will have an area ranging in size from 9,637 square feet to 16,542 square feet. The lots will have widths ranging in size from 60 feet to 115 feet. This will be a new site condominium to be called Forest Ridge Estates – the new condominium will be separate and distinct from the adjacent Forest Ridge condominiums, with its own condominium association/ownership structure.

Richmond reviewed his engineer letter regarding the final PUD Site Plan Review.

Cusson opened public comment.

Public comment on water problems in Forest Ridge and Forest Ridge Glens Associations and requested a list of items that the Forest Ridge Glens Board of Directors requires on the plan.

Public comment regarding Lot 41 having a water issue and draining down to his property.

Public comment reading a letter on behalf of another property owner expressing concerns regarding the proposed development adjacent to their property, requested City reject the stormwater management plan and requested a revised plan be submitted.

Commissioners and Young discussed the final site plan and Planned Unit Development (PUD) application.

Public comment on demands from Forest Ridge and Forest Ridge Glens Associations in regard to the site plan and access.

Public comment requesting road to be re-done and storm drains to run properly.

Richmond discussed current flooding issues, his engineer site plan review and what would constitute referral back to the Commission if necessary. Board Members discussed potential of a more detailed plan; delay of project and the engineers' comments.

Cusson reopened public comment.

Public comment on current flooding issues with wetlands.

Nemer discussed communications with Linden and Genesee County engineers about proper design calculations to eliminate flooding; requested to move forward and explained will return if necessary.

Commissioners discussed flooding risk, needing more information on plans, estimated timeline for additional information, permits needed and design plan. Richmond explained basin design is next-step in process.

Gildner explained Commissioners' options of approval, postponement or conditional approval.

Richmond explained the water issues may not be caused by the builder due to multiple factors. Dick requested engineering plan be completed and addition of a second basin. Cusson advised that the process is in place and engineers' roles.

Motion by Robyler, second by Dick to approve the proposed Forest Ridge Estates Revised PUD plan approval with the following conditions:

1. Prior to authorization of construction, detailed engineering plans shall be submitted to the City and City Engineer for review to ensure that the items noted in the Rowe Engineering review letter dated January 28, 2025 have been addressed;
2. Prior to authorization of construction, documentation that all applicable outside agency permits have been secured shall be submitted to the City;
3. Prior to authorization of construction, a performance guarantee shall be submitted to the City Clerk in accordance with Section 154.027 to ensure completion of all improvements associated with the proposed development including streets, lighting, utilities, sidewalks, drainage, and landscaping;
4. The final draft Master Deed, By-Laws and other required Condominium documents shall be reviewed and approved by the City and City Attorney, prior to their recording with Genesee County;

5. The final recorded condominium documents shall be supplied to the Zoning Administrator prior to the issuance of an occupancy permit for any dwelling, in accordance with Section 154.025, (E) of the Zoning Ordinance; and
6. All construction traffic to use Laura Lane; survey Laura Lane be conducted before construction commences; and Laura Lane to be maintained during construction.

Cusson confirmed with Commissioners understanding of the motion. Brief discussion amongst Hartranft and Richmond about the site plan and engineering standards. Young referenced staff report with approval conditions and explained next steps.

Roll call. Motion carried 8-0.

AYES: Hartranft, Steele, Cusson, Wiens, Dick, Cox, Roblyer, Mlinarich
NAYS: None
ABSENT: Hurst

Hurst returned to the meeting at 8:39 p.m.

NEW BUSINESS

(A) PC-04-25 Linden Mill Building Improvements Site Plan Review

Young reviewed his staff report: The City of Linden, as applicant and property owner, is providing a combined preliminary and final site plan for proposed improvements to the Linden Mills building. This site plan is being submitted for review and approval by the City Planning Commission. The subject site is 201 North Main Street (property ID# 61-20-552-155). The subject site is 2.32 acres in size and is zoned Central Business District. The subject site is home to Linden Mills Park and the historic Linden Mills building. As you may be aware, City Council, City staff, various committees and residents have been working towards a comprehensive rehabilitation project for the Linden Mills building for a number of years. In 2023, the City received a State of Michigan grant to fund critical improvements to the building. These improvements will address several structural, life-safety, facility, and accessibility issues. The rehabilitation activities will include repair of the exterior cladding, replacement of non-historic windows, new in-kind roofing, interior structural repairs, replacement of porch foundation wall and porch slab, and repointing of the stone foundation. The project will include an addition to the west side of the building, measuring 16 feet wide by 34 feet deep, to accommodate a new elevator and fire stairs. Exterior improvements will include new steps (east side of building), stair replacement (east side), a new loading/unloading area (west side), new dumpster enclosure with screening walls and gate (west side), transformer pad and mechanical equipment area with wood fence (west side), storm sewer infrastructure, new bike rack, and other minor improvements. In accordance with Section 154.024,(E) of the City Zoning Ordinance, this is being presented as a combined preliminary and final site plan for review and approval by the Planning Commission. To assist you in reviewing this project, a detailed plan review has been prepared by the City planning consultant (Wade Trim review letter dated January 29, 2025).

Jackie Hoist of H2A Architects explained the renovations that are anticipated including an addition, elevator, replacing of windows and doors being replaced, ramp construction, bay windows retained and updated.

Public comment regarding the Mill being the first building in Genesee County on the National Register of Historic Buildings, wants to remain and requested museum remain in Mill.

Public comment questioning why the canopy can't match the rest of the building. Hoist explained that there are rules in place with the secretary of standards that requires it not to match.

Young explained this project has been approved by the Historic District Commission.

Board Members discussed the SHPO & HDC following the secretary of standards guidelines; structural design, operational requirements for being ADA compliant, staying on the National Register.

Motion by Wiens, second by Cusson to approve the Linden Mill Building Improvements Site Plan, contingent upon the following:

1. Section 154.024,(D),(2),(a),(6) requires the plans to contain the seal and signature of the plan preparer. The civil sheets are signed and sealed, but not the architectural sheets. The architectural plans submitted for building permits will need to be signed and sealed by the architect;
2. Sheet CE-6 indicates that the transformer pad and mechanical equipment area will be screened with a wood fence. Additional detail about this fence should be provided, including fence height, style, and footings; and
3. Section 154.049,(A) limits the height of buildings within the Central Business District to 40 feet. The current height of the Linden Mills building is 44 feet 5 inches. The proposed addition to the west side of the building will maintain this same height. To allow this, a variance from the Zoning Board of Appeals is necessary.

Hurst asked about the renovation cost. Gildner advised this is to be reviewed by City Council.

Roll call. Motion carried 9-0.

AYES: Robyler, Hartranft, Cusson, Hurst, Dick, Mlinarich, Wiens, Cox, Steele
NAYES: None
ABSENT: None

(A) PC-05-25 Review of Planning Commission Ordinance and Procedures

Young reviewed his Staff Report: City administration has conducted a review of the Planning Commission establishment ordinance (Sections 154.230 through 154.235 of the City of Linden Zoning Ordinance) and currently adopted By-Laws. We have found that certain provisions may be inconsistent with recent changes to the Michigan Planning Enabling Act (PA 33 of 2008) and/or current practice. Therefore, we are bringing these items to the Planning Commission's attention for consideration as to whether amendments may be in order. Somewhat related to this, we are also requesting that the Planning Commission consider amendments to the zoning ordinance pertaining to the number of site plan hard copies that must be submitted. Young advised that this is currently for discussion only and no action is needed at this time.

Board Members and Young briefly discussed including this on a future agenda.

COMMISSIONER/COMMITTEE REPORTS

Hartranft advised that he is the HDC Liaison and Chairperson and provided a recap of the HDC approval, as provided by H2A Architects.

Dick commented there has been one Sign Review Committee meeting.

ADJOURNMENT
The meeting was adjourned by Chairperson Cusson at 9:13 p.m.

Respectfully Submitted,

Nicole Weissenborn

Nicole Weissenborn, Deputy Clerk

Approved: 3/3/25

DEVELOPMENT AGREEMENT

Between

The City of Linden
and
Danem Group LLC, a Michigan limited liability company

for

Forest Ridge Estates

Prepared by and when recorded return to:
George F. Rizik, II (P30595)
Rizik & Rizik
9400 S. Saginaw St., Suite E
Grand Blanc, MI 48439
(810) 953-6000

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made on March 4, 2025 ("Effective Date"), by and between the following parties:

A. City of Linden, a Michigan municipal corporation ("City"), whose address is _____; and

B. Danem Group LLC, a Michigan limited liability company ("Developer"), whose address is 8 Emerald Pointe, Linden, Michigan 48451.

This Agreement includes and incorporates all Exhibits referred to in the body of this Agreement. This Agreement is a development agreement as defined and required by Section 154.137(C)(3)(b) of the City's Code of Ordinances.

RECITALS

A. Developer owns the real property located in the City of Linden, Genesee County, Michigan described and designated on the attached *Exhibit A* (the "Property").

B. Developer has obtained conceptual approval for a Planned Unit Development under all provisions of the City's ordinances, subject to the execution and recording of an agreement setting forth the conditions upon which such approval is based.

C. City desires to ensure that the Property (defined below) is developed and used in accordance with the approved conceptual planned unit development plan and applicable laws and regulations.

D. Developer represents to City that the Developer owns fee simple title to the Property.

E. Upon execution of this Agreement by City and Developer, City shall rezone the Property to the City's Planned Unit Development District.

F. City has found and determined that the granting of the planned unit development will result in a recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations and long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations. City has also found that all criteria set forth in Section 154.136 of City's Code of Ordinances have been met.

NOW, THEREFORE, it is hereby agreed as follows:

Article I. Legal Description. The legal description of the real property that is the subject matter of this Agreement (the "Property") is set forth in *Exhibit A*.

Article II. Intent. The Property shall be developed, if it is developed at all, only in accordance with this Agreement as a Planned Unit Development, that will be used solely as a residential development consisting of _____ site condominium units, on which single family dwellings may be constructed in accordance with the City's Code of Ordinances, and in accordance with the other terms, provisions, restrictions, limitations and conditions set forth in this Agreement (the "Development"), including but not limited to, the following conditions:

1. Prior to authorization of construction, detailed engineering plans shall be submitted to the City and City Engineer for review to ensure that the items noted in the Rowe Engineering review letter dated January 28, 2025 have been addressed.

2. Prior to authorization of construction, documentation that all applicable outside agency permits have been secured shall be submitted to the City.

3. Prior to authorization of construction, a performance guarantee shall be submitted to the City in accordance with Section 154.027 to ensure completion of all improvements associated with the proposed development including streets, lighting, utilities, sidewalks, drainage, and landscaping.

4. The final draft Master Deed, By-Laws and other required Condominium documents shall be reviewed and approved by the City and City Attorney, prior to their recording with Genesee County.

5. The final recorded condominium documents shall be supplied to the Zoning Administrator prior to the issuance of an occupancy permit for any dwelling, in accordance with Section 154.025, (E) of the Zoning Ordinance.

6. The term "Infrastructure Construction" means the excavation and construction of roads, sanitary sewer mains, the storm water management system. water mains, main electric and gas lines and other development infrastructure shown in the final approved site plan for the Property. All vehicles and equipment shall use only Laura Avenue, and shall not use Andrea Lane, in connection with all Infrastructure Construction from the commencement of the Infrastructure Construction until completion of the Infrastructure Construction on the Property. Prior to commencement of Infrastructure Construction, Developer shall engage and pay for a qualified engineer to perform ~~and~~ observational before-after study, including photographs, to catalog in a written report the condition of Laura Avenue prior to

commencement of the Infrastructure Construction and the comparative condition of Laura Avenue upon completion of the Infrastructure Construction. If the comparative observational before-after study shows that the construction traffic caused any substantial damage to Laura Avenue, then Developer shall repair that damage at Developer's expense. Prior to commencement of Infrastructure Construction, Developer shall post an adequate performance bond or other financial assurance with the City to secure Developer's obligations under this provision, the penal sum of which shall be no less than an agreed reasonable amount, determined by the City and Developer, that would be sufficient to repair Laura Avenue as set forth above.

--or—

The term "Infrastructure Construction" means the excavation and construction of roads, sanitary sewer mains, the storm water management system. water mains, main electric and gas lines and other development infrastructure shown in the final approved site plan for the Property. All vehicles and equipment shall use only ***Andrea*** Avenue, and shall not use ***Laura*** Lane, in connection with all Infrastructure Construction from the commencement of the Infrastructure Construction until completion of the Infrastructure Construction on the Property. Prior to commencement of Infrastructure Construction, Developer shall engage and pay for a qualified engineer to perform an~~d~~ observational before-after study, including photographs, to catalog in a written report the condition of ***Andrea*** Avenue prior to commencement of the Infrastructure Construction and the comparative condition of ***Andrea*** Avenue upon completion of the Infrastructure Construction. If the comparative observational before-after study shows that the construction traffic caused any substantial damage to ***Andrea*** Avenue, then Developer shall repair that damage at Developer's expense. Prior to commencement of Infrastructure Construction, Developer shall post an adequate performance bond or other financial assurance with the City to secure Developer's obligations under this ***provision***, the penal sum of which shall be no less than an agreed reasonable amount, determined by the City and Developer, that would be sufficient to repair ***Andrea*** Avenue as set forth above.

Article III. General Description of Development. The Property shall be developed substantially in accordance with the final plan approved by the City Council of the City on _____, 2025, a copy of which is attached as *Exhibit B* (the "Approved Final Plan").

Article IV. Approvals. All requests for approvals, including but not limited to final site plan approval, engineering approvals, and approval of modifications to the Approved Final Plan and site plan, shall be heard and decided pursuant to the Planned Unit Development

provisions of the City's Code of Ordinances as it exists on the date of this Agreement. The Approved Final Plan and final approved site plan for the Development may be modified by the Developer only with the approval of the City pursuant to City's Planned Unit Development provisions as they exist on the date of this Agreement. The City's planner or such department head as he may direct, may authorize minor, immaterial (as these are defined in the City's ordinances) modifications or deviations without the further approval of the City Council.

Article V. Permitted Use. The permitted use of the Property is single family residential use developed generally as set forth in the Approved Final Plan.

Article VI. Dimensional Standards. The Development shall comply with all dimensional, height, setback and bulk regulations described and depicted in the Approved Final Plan and the final site plan. In developing the Property, the Developer shall adhere to all building codes and ordinances of the City, except as modified by this Agreement. All provisions of this Agreement shall supersede all zoning ordinance provisions in effect that conflict with the terms and conditions of this Agreement.

Article VII. Site Design Standards. Architecture, materials, roads, landscaping, signs, lighting, traffic improvements, and other improvements shall be included and developed on the Property in accordance with this Agreement, the Approved Final Plan, the final site plan, and the City's Code of Ordinances, except as set forth in this Agreement, the Approved Final Plan and th final site plan.

Article VIII. Preservation of undeveloped land. The Developer agrees that development will include open spaces as shown on the Approved Final Plan, which open spaces will remain undeveloped and within the existing natural state.

Article IX. Provisions Relating to Development

Section 9.01 All of the uses set forth in this Agreement for the Development on the Property are lawful.

Section 9.02 The parties agree that the Approved Final Plan attached as Exhibit B represents a plan which is acceptable as to the general layout and locations of improvements, and is a flexible plan.

Section 9.03 The Development shall be subject to Final Site Plan approval by the City in accordance with the site plan review and approval standards contained in the City's Code of Ordinances and the procedures set forth in the Planned Unit Development provisions contained in the City's Code of Ordinances as they exist on the date of this Agreement.

Section 9.04 For purposes of this agreement and construction, interpretation and application of this agreement and the Zoning Ordinance to this Planned Unit Development, the provisions of the Grand Blanc City Zoning Ordinance as they exist on the date of this agreement shall apply to this Planned Unit Development, and no amendment thereof shall apply to this Planned Unit Development from and after the date of this agreement.

~~Section 9.05 Construction Traffic. The term "Infrastructure Construction" means the excavation and construction of roads, sanitary sewer mains, the storm water management system. water mains, main electric and gas lines and other development infrastructure shown in the final approved site plan for the Property. All vehicles and equipment shall use only Andrea Avenue, and shall not use Laura Lane, in connection with all Infrastructure Construction from the commencement of the Infrastructure Construction until completion of the Infrastructure Construction on the Property. Prior to commencement of Infrastructure Construction, Developer shall engage and pay for a qualified engineer to perform and observational before-after study, including photographs, to catalog in a written report the condition of Andrea Avenue prior to commencement of the Infrastructure Construction and the comparative condition of Andrea Avenue upon completion of the Infrastructure Construction. If the comparative observational before-after study shows that the construction traffic caused any substantial damage to Andrea Avenue, then Developer shall repair that damage at Developer's expense. Prior to commencement of Infrastructure Construction, Developer shall post an adequate performance bond or other financial assurance with the City to secure Developer's obligations under this Section 9.05, the penal sum of which shall be no less than an agreed reasonable amount, determined by the City and Developer, that would be sufficient to repair Andrea Avenue as set forth above.~~

Article X. Divisions, Leasing, and Separation of Ownership. Developer shall have the right to sell, lease, ground lease, transfer, assign and/or mortgage all or any parts of the Property, provided that such divisions, leasing, and/or separation of ownership do not materially change the Approved Final Plan attached as *Exhibit B*. Developer shall have the right to subject the Property to a condominium. All such development, conveyances and divisions shall be in accordance with state law and local ordinances. The master deed and bylaws for any condominium on the Property shall be approved by the City's attorneys.

Article XI. Compliance with Laws. In developing the Property, except as otherwise provided above, Developer shall adhere to all other codes, ordinances and design standards not in conflict with this Agreement, the Approved Final Plan and any site plan hereafter approved. Modifications may be requested by Developer to vary the strict requirements of the City's ordinances and design standards.

Article XII. Integration. This Agreement contains the entire agreement between the parties. No statements, promises or endorsements made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Amendment to this agreement and the Development may be made only as provided by the City's Planned Unit Development Provisions. Amendments shall be in recordable form and shall become effective only when recorded in the office of the Genesee County Register of Deeds.

Article XIII. Severability. If any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

Article XIV. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Genesee, State of Michigan.

Article XV. Non-waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be cumulative and in addition to every other remedy provided by law.

Article XVI. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party. Where appropriate, this Agreement shall bind the heirs, successors and assigns of the parties.

Article XVII. Burdens and Benefits Appurtenant. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the office of the Genesee County Register of Deeds by the City and a recorded copy thereof shall be delivered to Developer forthwith. It is understood that the Property is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement.

Article XVIII. Owner Liable. In the event the Property, or any part thereof, is transferred so that the Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the Ordinances of the City occurring on any part of the Property will be the sole responsibility and liability of the person or entity who or which owns that part of the Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Property or the owners of such other portions nor subject those other, non-breaching owners to any penalty, remedy, action or proceeding for a breach of this agreement.

Article XIX. Termination. Notwithstanding the foregoing, Developer, for itself and its successors and assigns, retains and reserves the right at any time prior to the commencement of construction of improvements pursuant to an approved final site plan for a portion of the Property to terminate this Agreement by notifying the City Clerk in writing. Upon receipt of notice of termination from the Developer, the City Council may resolve, at its discretion to set-aside the approval pf the Planned Unit Development and rezoning for this Property, in which event the Planned Unit Development and the rezoning of the Property as provided in this Agreement shall be deemed never to have been approved by the City.

Article XX. Developer's Undertaking. In applying for the Planned Unit Development to the City, Developer has stated that Developer will develop and use the Property in conformance with the provisions set forth in this Agreement, including voluntary undertakings by Developer as set forth in this Agreement.

Article XXI. Undertakings Voluntary. It is acknowledged and agreed that the City has not required the proposal and voluntary undertakings and improvements set forth in this Agreement. The proposal has been voluntarily offered by Developer in order to provide an enhanced use and value of the Property, and to protect the public safety and welfare, and, to induce the City to approve the Planned Unit Development so as to provide material advantages and development options for the Developer.

Article XXII. Benefits to Land. The proposal and all of the voluntary undertakings represent actions, improvements and/or forbearances that are directly beneficial to the Property and/or to the development of and/or marketing of development of the Property. The burden of the proposal and voluntary undertakings on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented in the proposal.

Article XXIII. Consideration and Binding Effect. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the Planned Unit Development for the Property, and Developer agrees to be bound by the provisions of this Agreement if and immediately when the City determines, in its discretion, to approve the Planned Unit Development. The action of the City in entering into this Development Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the development with the Developer's undertakings and will be assured based upon those undertakings; and the City is thus achieving its police power objectives and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives. The City acknowledges that it is bound by the terms of this Agreement.

Article XXIV. Legality. After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and, that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this

Agreement. Provided, however, the City does not by entering into this Agreement, waive its immunity at law.

[Add Exhibits, signature lines and notary acknowledgments to final draft prior to execution.]

Prepared by:
George F. Rizik, II (P30595)
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PLANNING COMMISSION STAFF REPORT

MEMO NO.: PC-07c-24 **FROM:** Adam Young, AICP, City Planner

AGENDA: February 3, 2025, Old Business (A)

TOPIC: Forest Ridge Estates – Revised Final PUD Plan Review

Background: We are in receipt of a revised final site plan and Planned Unit Development (PUD) application to establish a single-family residential detached condominium development along Andrea Avenue, generally between Pauline Pass and Laura Lane. The subject site is 14.96 acres in size and is zoned R-2, Single Family Residential District. The applicant is proposing to develop a 30-unit single-family detached residential site condominium called Forest Ridge Estates. This subject site is located between two existing single-family residential condominiums – Forest Ridge adjacent to the west and Forest Ridge Glens adjacent to the east. This will be a new site condominium that is separate and distinct from the adjacent Forest Ridge condominiums, with its own condominium association/ownership structure.

Review Procedure: Forest Ridge Glens was approved by the City in 2002 under the Planned Unit Development (PUD) option, which allowed for "clustered" lots that were below the minimum lot width and lot area requirements of the R-2 District. The clustered lot layout allowed for the preservation of common open space. Similar to Forest Ridge Glens, this new proposed Forest Ridge Estates condominium seeks a clustered layout of lots, many of which will have lot widths below the minimum lot width required by the R-2 District (80 feet). This may be allowed under the PUD option of the City of Linden Zoning Ordinance. The clustered layout makes it possible to provide common open space within the development.

PUD procedures and requirements are outlined in Sections 154.135 through 154.141 of the City of Linden Zoning Ordinance. Site condominium projects are subject to the requirements of Section 154.025 of the zoning ordinance. PUDs are subject to a three-step review process, as summarized below.

1. Preliminary Plan Review/Public Hearing. – Preliminary plan approval was granted by the Planning Commission, after holding a public hearing, on February 5, 2024.
2. Final Plan Review/Public Hearing. The final site plan was first reviewed by the Planning Commission after holding a public hearing at the July 1, 2024 meeting. The request was tabled to allow the applicant to address the items of discussion during the meeting. A revised site plan and additional information has now been submitted by the applicant for further review. Ultimately, the Planning Commission would make a recommendation of approval to City Council. After the Planning Commission's recommendation of approval, but before sending the final plan to City Council, a PUD Development Agreement needs to be prepared by the City Attorney.
3. City Council Approval. City Council has final authority for approval of the final site plan, PUD Development Agreement, and site condominium documents.

To assist you in reviewing this final PUD plan, detailed plan reviews have been prepared by the City planning consultant (Wade Trim review letter dated January 30, 2025) and City engineering consultant (Rowe review letter dated January 28, 2025).

Requested Action: The Planning Commission should consider the merits of the final site plan and PUD based upon the criteria and standards set forth in Sections 154.135 (Purpose and Intent of PUDs) and 154.136 (PUD Regulations) of the zoning ordinance. The Planning Commission may:

1. Recommend approval, upon finding that the final plan meets the criteria and standards set forth in the zoning ordinance.
2. Table action until a revised final plan is resubmitted, upon finding that the final plan does not meet the criteria and standards of the zoning ordinance, but could meet such criteria if revised.
3. Recommend denial, upon finding that the final plan does not and cannot meet the criteria and standards set forth in the zoning ordinance.

Please note that Section 154.139 of the Zoning Ordinance gives authority to the City to attach conditions along with the approval of a PUD project. This ordinance language is included below:

A. Reasonable conditions may be required with the approval of a planned unit development, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner.

B. Conditions imposed shall be designed to: protect the public health, safety, and welfare; preserve natural features and resources; and be necessary to meet the intent and purpose of this chapter, and ensure compliance with the standards of this chapter. All conditions imposed shall be made a part of the record of the approved planned unit development.

Effect of Approval: If the Planning Commission recommends approval of the final PUD, prior to appearing before the City Council, all standards and conditions of approval must be incorporated in a development agreement prepared by the City Attorney and signed by the applicant. The City Council has final authority for approval of the final site plan and PUD. If the PUD is approved by City Council, the applicant will be able to move forward with the detailed engineering review and construction plan review process, and secure necessary approvals from outside entities (EGLE, Genesee County, etc.).

City Planner's Recommendation: Refer to the Wade Trim January 30, 2025 review letter.

Recommended Motion:

Because the proposed Forest Ridge Estates single family residential site condominium _____ *[demonstrates / does not demonstrate]* compliance with the criteria and standards set forth in Sections 154.135 and 154.136 of the City of Linden Zoning Ordinance, I move to recommend _____ *[approval / denial]* of the final PUD plan to the City Council. As required by Section 154.137 of the Zoning Ordinance, a revised PUD plan and PUD Development Agreement shall be prepared and reviewed by the City Planner and City Attorney prior to review by City Council. Further, the Planning Commission recommends that the City Council consider following conditions of approval:

1. Prior to authorization of construction, detailed engineering plans shall be submitted to the City and City Engineer for review to ensure that the items noted in the Rowe Engineering review letter dated January 28, 2025 have been addressed.

2. Prior to authorization of construction, documentation that all applicable outside agency permits have been secured shall be submitted to the City.

3. Prior to authorization of construction, a performance guarantee shall be submitted to the City in accordance with Section 154.027 to ensure completion of all improvements associated with the proposed development including streets, lighting, utilities, sidewalks, drainage, and landscaping.

4. The final draft Master Deed, By-Laws and other required Condominium documents shall be reviewed and approved by the City and City Attorney, prior to their recording with Genesee County.

5. The final recorded condominium documents shall be supplied to the Zoning Administrator prior to the issuance of an occupancy permit for any dwelling, in accordance with Section 154.025, (E) of the Zoning Ordinance.

6. *[list any additional recommended approval conditions]*

Attachments:

- Revised Final PUD Plan, dated January 9, 20254 and supplemental application materials, which include:
    - Architectural Design and Floor Plan for a Model 1-Story Unit
    - Architectural Design and Floor Plan for a Model 2-Story Unit
    - Revised Draft Condominium Master Deed, including:
        - Exhibit A: By-Laws
        - Exhibit B: Condominium Subdivision Plan
    - Updated ASTI Wetland Delineation Report (Confirmed by EGLE)
    - Legal Correspondence between Forest Ridge Glens and proposed Forest Ridge Estates
    - Letter from Danny Nemer regarding the Schedule of Intended Development and Construction Timing
- Wade Trim review letter, dated January 30, 2025
- Rowe review letter dated, January 28, 2025

RECEIVED
MAY 8 2024
BY:

PAID
MAY 8 2024
City of Linden

SITE PLAN REVIEW APPLICATION

Preliminary or Final Site Plan

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

SECTION TO BE FILLED OUT BY APPLICANT

Applicant's Name: Danny Nemer
Address: 8 Emerald Pointe City Linden State MI ZIP 48451
Phone: 8105776848 Email: cedarcreekconstructionllc@gmail.com

Property Owner's Name: Same As Above
Address: _____ City _____ State ____ ZIP _____

Property Address: Rolston Rd Property Tax #: _____
Zoning District: _____
Property Size: _____ acres OR _____ square feet
Proposed Use: _____

New Structure: _____ Addition: _____ Alteration/Repair/Replacement: _____
Plat Development: _____ Site Condominium Development: ✓
Other: New Development

Deadline for Submittal: Application for site plan and supporting documents must be submitted and fees paid at least 21 days prior to the next regularly scheduled Planning Commission meeting.

Application must include a site plan prepared in accordance with Section 3.5.3 (Preliminary) or Section 3.5.4 (Final) of the City of Linden Zoning Ordinance.

Preliminary Site Plan Application Fee: $500
Final Site Plan Application Fee: $750
Combined Preliminary & Final Application Fee: $600
Escrow: A $4,000 deposit will be required by the City to pay for consultants, engineers, traffic engineers, and/or the City Attorney to conduct reviews if needed. Additional fees may apply. All costs to review applications shall be paid by the owner or applicant.

INCOMPLETE SITE PLAN SUBMITTAL WILL NOT BE ACCEPTED

I certify that the information given herein is true and correct to the best of my knowledge:

Signature of Applicant: _____ Date: 5-8-24

THIS SECTION FOR CITY USE ONLY

Fee Paid: _____ Ecrow Paid: _____ Date: _____
Referred to Planning Commission: _____ Meeting Date: _____
Date Approved: _____ Denied: _____

Signature of Zoning Administrator: _____ Date: _____

FINAL PLANNED UNIT DEVELOPMENT (PUD), TOGETHER WITH OPEN SPACE SITE PLANS OF: FOREST RIDGE ESTATES CONDOMINIUM

PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

LEGAL DESCRIPTION OF DEVELOPMENT:

PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 20; THENCE N89°40'00"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1319.15 FEET (RECORDED AS 1318.95 FEET); THENCE S00°25'00"E, ALONG THE EAST LINE OF LOT 1 OF "LINDEN HEIGHTS NO. 1" AS RECORDED IN LIBER 36, PAGE 8 OF THE GENESEE COUNTY, MICHIGAN RECORDS, AND SAID EAST LINE EXTENDING SOUTHERLY 2153.26 FEET TO A TRAVERSE LINE ON THE NORTHERLY BANK OF THE SHIAWASSEE RIVER; THENCE S34°25'52"W, ALONG SAID TRAVERSE LINE, 64.75 FEET TO THE NORTHERLY PROPERTY LINE OF THE GRAND TRUNK WESTERN RAILROAD; THENCE N62°48'46"W, ALONG SAID NORTHERLY PROPERTY LINE, 534.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N62°48'46"W, ALONG SAID NORTHERLY PROPERTY LINE, 870.31 FEET TO THE EAST LINE OF REPLAT NO. 2 OF GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 137, "FOREST RIDGE CONDOMINIUM", AS RECORDED IN INSTRUMENT NO. 20010626006379, GENESEE COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST AND SOUTH LINES OF SAID CONDOMINIUM N02°08'38"W 705.41 FEET AND S57°34'37"E 216.13 FEET AND N70°47'25"E 226.20 FEET; THENCE S49°29'12"E 638.92 FEET; THENCE S00°25'00"E 163.15 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 966.00 FEET, A CENTRAL ANGLE OF 00°12'15", WITH A CHORD BEARING AND DISTANCE OF S82°41'57"E 3.44 FEET; THENCE S27°46'01"E 80.74 FEET; THENCE S07°50'52"W 224.33 FEET; THENCE S24°59'40"W 109.38 FEET; THENCE S27°28'08"W 101.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 14.96 NET ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

FLOOD PLAIN NOTE:

THIS PROPERTY IS ZONE "X" (AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP NO. 26049C0409D WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 25, 2009 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

WETLAND NOTE:

ACCORDING TO THE FINAL WETLAND INVENTORY MAPS OF MICHIGAN, THERE ARE SOME WETLANDS ON AND ADJACENT TO THIS PROPERTY, AS SHOWN ON THESE PLANS. **THERE ALSO IS A RECORDED WETLAND CONSERVATION EASEMENT THAT COVERS PART OF THE PROPERTY. THIS PROJECT WAS INITIALLY PHASE 2 OF FOREST RIDGE GLEN CONDOMINIUMS, BUT THE TIME FRAME/LINE HAS EXPIRED**

PROJECT NARRATIVE:

IT IS NOT ANTICIPATED THAT THERE WILL BE ANY SUBSTANTIAL INCREASE IN DUST, ODOR, SMOKE, FUMES, NOISE, OR LIGHTS. THE BUILDING OCCUPANT WILL BE REQUIRED TO COMPLY WITH ANY APPLICABLE ZONING ORDINANCE REQUIREMENTS REGARDING THESE ITEMS.

CURRENT ZONING INFORMATION:

ACCORDING TO THE CITY OF LINDEN ZONING ORDINANCE THIS PROPERTY IS CURRENTLY ZONED R–2 (SINGLE FAMILY RESIDENTIAL), AND IS SUBJECT TO THE FOLLOWING CONDITIONS:

1) MINIMUM LOT SIZE = 9,600 SFT
2) MINIMUM LOT WIDTH = 80 FEET
3) FRONT SETBACK = 25 FEET
4) SIDE SETBACK = 8 FEET, 18 FEET COMBINED
5) REAR SETBACK = 35 FEET
6) MAXIMUM LOT COVERAGE = 35%
7) MAXIMUM HEIGHT = 2.5 STORIES or 35 FEET

PROPOSED ZONING INFORMATION:

THE SITE IS A PROPOSED PUD TOGETHER WITH OPEN SPACE DEVELOPMENT AND IS SUBJECT TO THE PROPOSED FOLLOWING CONDITIONS:

1) **MINIMUM LOT SIZE = 9,600 SFT**
2) **MINIMUM LOT WIDTH = 60 FEET**
3) **FRONT SETBACK = 20 FEET**
4) **SIDE SETBACK = 8 FEET, 16 FEET COMBINED**
5) **REAR SETBACK = 25 FEET**
6) **MAXIMUM LOT COVERAGE = 35%**
7) **MAXIMUM HEIGHT = 2.5 STORIES or 35 FEET**

STANDARD NOTES FOR SITE PLANS:

* A. EXTENSION OF PUBLIC UTILITIES: ALL PUBLIC SANITARY SEWER AND/OR WATERMAIN SHALL BE EXTENDED TO THE FURTHEST LIMITS OF THE PROPERTY, INCLUDING CORNER LOTS, WITH THE PIPE SIZE AND MATERIAL APPROVED BY GCDC–WWS AND CITY OF LINDEN. THIS IS NECESSARY FOR PLAN APPROVAL FOR WATER SERVICE OF 1" OR LESS OR A BUILDING ON A CORNER LOT, THE REQUIREMENTS TO EXTEND THE PUBLIC WATERMAIN AND/OR SANITARY SEWER ALONG BOTH PROPERTY LINES WILL BE REVIEWED. FINAL DETERMINATION SHALL BE MADE BY GCDC–WWS AND/OR CITY OF LINDEN.

* B. WATERMAIN LOOPING: ALL PUBLIC WATERMAINS SHALL BE LOOPED WHENEVER POSSIBLE. THE PIPE SIZE REQUIREMENTS SHALL BE APPROVED BY GCDC–WWS AND/OR CITY OF LINDEN.

* C. INDUSTRIAL PRETREATMENT PROGRAM (IPP): THIS PERMIT IS REQUIRED FOR ALL COMMERCIAL (NON–RESIDENTIAL) AND INDUSTRIAL DISCHARGES. THE OWNER SHALL OBTAIN AN INDUSTRIAL PRETREATMENT DISCHARGE PERMIT PRIOR TO THE ISSUANCE OF A SEWER CONNECTION PERMIT. INDUSTRIAL DISCHARGE PERMITS ARE NON–TRANSFERABLE. CHANGES IN FACILITY USE WILL REQUIRE A NEW INDUSTRIAL DISCHARGE PERMIT. FOR MORE INFORMATION CALL THE ANTHONY RAGNONE TREATMENT PLANT AT (810) 232–7662.

* D. SOIL EROSION: THE DEVELOPER AND/OR OWNER SHALL SUBMIT A DETAILED SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND OBTAIN AN ACT 451 PART 91, SOIL EROSION AND SEDIMENTATION CONTROL PERMIT. THIS INCLUDES THE PAYMENT OF FEES AND THE PROVIDING OF NECESSARY BONDS. NO EARTH CHANGES OR EXCAVATION SHALL BE STARTED PRIOR TO THE ISSUANCE OF THIS PERMIT. THE DEVELOPER AND/OR OWNER SHALL PROTECT ALL EXISTING AND PROPOSED STORM SEWER FACILITIES ON AND ADJACENT TO THE SITE DURING EXCAVATION AND CONSTRUCTION. ALL SEDIMENT SHALL BE CONTAINED ON SITE. ANY SILT IN COUNTY DRAINS, STORM SEWER, CULVERTS, ETC. AS A RESULT OF THIS PROJECT, SHALL BE REMOVED BY THE DEVELOPER AND/OR OWNER AT THE COST OF THE DEVELOPER AND/OR OWNER.

* E. FLOOD PLAIN OR WETLAND CONSTRUCTION: THE DEVELOPER AND/OR OWNER SHALL APPLY TO EGLE FOR A PERMIT FOR THE ALTERATION AND/OR OCCUPATION OF A FLOOD PLAIN OR FLOODWAY, AS REQUIRED UNDER PA 451. EVIDENCE OF THIS PERMIT MAY BE REQUIRED PRIOR TO PLAN APPROVAL BY GCDC–WWS AND/OR CITY OF LINDEN. **(NO FLOODPLAIN AREAS LOCATED IN THIS PROJECT. THE WETLAND AREAS ON SUBJECT PROPERTY HAVE BEEN DELINEATED AND A CONSERVATION EASEMENT RECORDED FOR SAID WETLAND AREAS)**

* F. NPDES STORM WATER DISCHARGE PERMIT: THE OWNER OF THE PROPERTY SHALL OBTAIN A NPDES STORM WATER DISCHARGE PERMIT FOR CONSTRUCTION ACTIVITIES FROM EGLE AS REQUIRED UNDER PUBLIC ACT 451. THE NOTICE OF COVERAGE FORM SHALL BE SUBMITTED THROUGH GCDC–WWS WITH THE SOIL EROSION CONTROL PERMIT APPLICATION. ALL EGLE FEES SHALL ACCOMPANY THE NOTICE OF COVERAGE. EVIDENCE OF THIS PERMIT MAY BE REQUIRED PRIOR TO PLAN APPROVAL BY GCDC–WWS AND/OR CITY OF LINDEN.

* G. CITY OF LINDEN PERMIT TO CONSTRUCT A PUBLIC UTILITY: AFTER THE APPROVAL OF THIS PRELIMINARY PLAT OR SITE PLAN, THE DEVELOPER SHALL SUBMIT A DETAILED PLAN FOR CONSTRUCTION OF ALL PUBLIC SANITARY SEWER AND WATERMAIN. THE PLANS MUST HAVE GCDC–WWS AND CITY OF LINDEN APPROVAL. A "S–PERMIT ISSUED, AND APPROVAL FROM THE EGLE PRIOR TO BEGINNING CONSTRUCTION. **(AS BUILTS HAVE ALREADY BEEN COMPLETED AS OF APRIL 21, 2003.)**

* H. MUNICIPALITY SANITARY SEWER AND WATER PERMIT: PRIOR TO THE ISSUANCE OF A BUILDING PERMIT BY THE LOCAL MUNICIPALITY, THE DEVELOPER SHALL BE REQUIRED TO OBTAIN A SANITARY SEWER AND/OR WATER TAP–IN PERMIT FROM THE LOCAL MUNICIPALITY (CITY OF LINDEN), IF AUTHORIZED, OR GCDC–WWS. **(EACH UNIT HAS A STORM, SANITARY, AND WATER LEAD STUB, ALONG WITH A TELEPHONE, GAS, ELECTRIC, CABLE LINE READY TO BE CONNECTED TO)**

* I. STATE CONSTRUCTION PERMITS & REQUIRED APPROVALS: THE SANITARY SEWER CONSTRUCTION PERMITS FROM THE MICHIGAN DEPARTMENT OF ENERGY, GREAT LAKES AND ENVIRONMENT (EGLE) SHALL BE SUBMITTED TO THE EGLE AFTER APPROVAL OF GCDC–WWS AND CITY OF LINDEN. THE WATERMAIN CONSTRUCTION PERMIT FROM THE EGLE SHALL BE SUBMITTED TO EGLE AFTER APPROVAL BY THE CITY OF LINDEN. CONSTRUCTION SHALL NOT BEGIN UNTIL THESE STATE PERMITS ARE ISSUED. **(THE PERMIT WAS OBTAINED BACK IN JULY OF 2002, AND ALL SANITARY SEWER AND WATERMAIN MAIN LINE UTILITIES AND LEADS HAVE SINCE BEEN INSTALLED AND AS–BUILT BACK IN APRIL 2003.)**

* NOT APPLICABLE TO THIS PROJECT

SANITARY SEWER & WATERMAIN NOTES

1. ALL PUBLIC SANITARY SEWERS AND ALL WATERMAINS SHALL BE LOCATED WITHIN PUBLIC ROAD RIGHT–OF–WAY OR SHALL HAVE AN EASEMENT GRANTED TO THE AGENCY AND/OR MUNICIPALITY FOR MAINTENANCE, REPAIR AND/OR REPLACEMENT. THE EASEMENTS WILL BE SHOWN ON THE FINAL CONDOMINIUM DOCUMENTS.

2. ALL SANITARY SEWERS 8" OR LARGER AND ALL WATERMAIN 6" AND LARGER PROPOSED FOR THIS PROJECT SHALL BE DESIGNED FOR AND BECOME A PUBLIC SYSTEM. PROPOSED 8" SANITARY SHALL BE SDR 26 PVC PIPE. PROPOSED 8" WATERMAIN SHALL HAVE POLYETHYLENE TUBE WRAP AND BE CLASS 53 DUCTILE IRON PIPE.

3. SANITARY SEWER SADDLE TAPS, WHEN NECESSARY, SHALL BE MADE BY GENESEE COUNTY DRAIN COMMISSIONER – DIVISION OF WATER & WASTE SERVICES AND/OR CITY OF LINDEN DEPARTMENT OF PUBLIC WORKS. THE DEVELOPER SHALL OBTAIN THE REQUIRED MUNICIPALITY SANITARY SEWER PERMIT AND PAY THE REQUIRED FEE FOR A SADDLE TAP.

4. SANITARY SEWER SERVICE LEAD FROM THE PUBLIC MAIN LINE TO EACH LOT SHALL BE A 6" SDR 26 P.V.C. THERE SHALL BE A LEAD FOR EACH LOT. ALL SERVICE LEADS SHALL BE CONNECTED TO THE MAINLINE SEWER AND NOT AT A MANHOLE.

5. MAIN LINE SANITARY SEWER SHALL BE SIZED TO ACCOMMODATE ALL FLOWS. THE MINIMUM SIZE SHALL BE 8" WITH MANHOLES AT BENDS OR 400' SPACING.

6. WATER SERVICE CONNECTION AND CURB BOX SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LINDEN DEPARTMENT OF PUBLIC WORKS STANDARD DETAIL BY THE CONTRACTOR.

7. ALL WATERMAIN PRESSURE TAPS 4" AND LARGER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF LINDEN DEPARTMENT OF PUBLIC WORKS. ALL GATE VALVES LARGER THAN 8" SHALL BE INSTALLED WITHIN A MANHOLE.

8. ALL PUBLIC WATER SUPPLY SYSTEMS SHALL BE LOOPED WHEN FEASIBLE.

9. ALL WATER SERVICE LEADS SHALL BE 1" DIAMETER "K" COPPER. EACH LOT SHALL HAVE AN INDIVIDUAL LEAD.

10. THIS PROJECT HAS BEEN DESIGNED USING THE LATEST GENESEE COUNTY DRAIN COMMISSIONER – DIVISION OF WATER & WASTE SERVICES AND/OR CITY OF LINDEN DEPARTMENT OF PUBLIC WORKS CRITERIA. REVIEW THE NOTES, DETAILS AND DESIGN CAREFULLY BEFORE SUBMITTING A BID. FULL COMPLIANCE WITH THE NEW STANDARDS WILL BE REQUIRED.

UTILITY STATEMENT

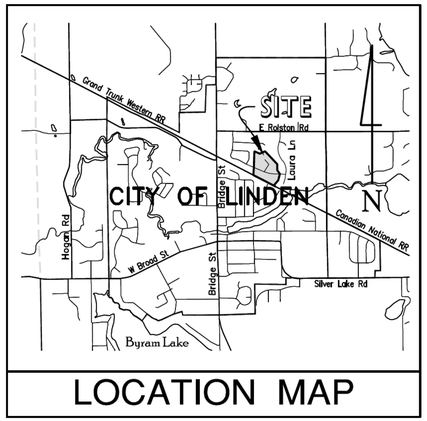
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS THE SURVEYOR AND/OR ENGINEER MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR AND/OR ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR AND/OR ENGINEER HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

SHEET INDEX

COVER SHEET & NOTES ——— C–1
FINAL PUD & OPEN SPACE SITE PLAN LAYOUT ——— C–2
FINAL SITE LANDSCAPING PLAN LAYOUT ——— C–3
FINAL SITE LIGHTING PLAN LAYOUT ——— C–4
FINAL OVERALL GRADING PLAN ——— C–5
FINAL OVERALL STORM SEWER DRAINAGE CALCULATIONS ——— C–6
FINAL OVERALL DETENTION BASIN DRAINAGE CALCULATIONS ——— C–7
INFORMATIONAL PARALLEL SITE PLAN LAYOUT ——— C–8

SITE UTILITY INFORMATION

PUBLIC SANITARY SEWER & WATERMAIN – CITY OF LINDEN DPW
PUBLIC SANITARY SEWER – GENESEE COUNTY WATER & WASTE
ROAD RIGHT–OF–WAY & ROADS – TO BE PRIVATE
STORM SEWER & SITE DRAINAGE – TO BE PRIVATE
BURIED GAS & ELECTRIC – CONUMERS ENERGY
BURIED TELEPHONE – VERIZON COMMUNICATIONS
BURIED CABLE TELEVISION – CHARTER COMMUNICATIONS



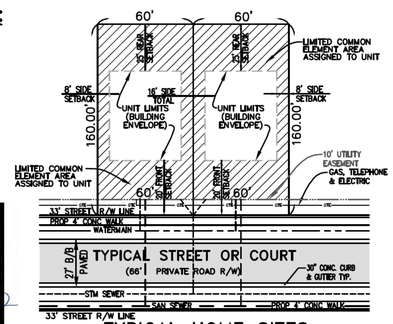
LOCATION MAP

CIVIL SITE PLANS BY:

FENTON LAND SURVEYING & ENGINEERING, INC
14165 N FENTON ROAD,
SUITE 101A
FENTON, MI 48430
PHONE: 810.354.8115
ATTN: RADE BESLAC & JENNIFER B MILLER, PE, & JASON P WHITE, PS

STATE OF MICHIGAN — JENNIFER B. MILLER — ENGINEER — No. 6201045076 — LICENSED PROFESSIONAL ENGINEER

STATE OF MICHIGAN — JASON PAUL WHITE — License No. 4001055612 — PROFESSIONAL SURVEYOR



TYPICAL HOME SITES

SECTION 154.135 PLANNED UNIT DEVELOPMENT DISTRICT.

PURPOSE AND INTENT.

Planned unit development (PUD) district regulations are intended to provide for various types of land uses planned in a manner which shall: encourage the use of land in accordance with its character and adaptability; conserve natural resources and energy; encourage innovation in land use planning; provide enhanced housing, employment, shopping, traffic circulation, and recreational opportunities for the people of the city; and bring about a greater compatibility of design and use. The provisions of this subchapter provide enabling authority and standards for the submission, review, and approval of applications for planned unit developments.

PUD REGULATIONS.

(A) A planned unit development (PUD) may be applied for in any zoning district. The granting of a planned unit development application shall require a rezoning by way of amendment of this chapter upon the recommendation of the Planning Commission and approval of the City Council.

(B) Any land use authorized in this chapter may be included in a planned unit development, subject to adequate public health, safety, and welfare protection mechanisms being designed into the development to ensure the compatibility of varied land uses both within and outside the development.

(C) The applicant for a planned unit development must demonstrate each of the following criteria as a condition to being entitled to planned unit development treatment:

*(1) Granting of the planned unit development will result in at least one of the following:

(a) A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations; **(DUE TO THE TERRAIN AND WETLANDS, AND THIS PROJECT WAS PART OF THE FUTURE PHASE OF F.R.G. CONDOMINIUMS)**

(b) Long–term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations **(MEETS LONG TERM PROTECTION AND PRESERVATION OF NATURAL RESOURCES AND FEATURES)**, or

(c) A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

*(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, streets, and utilities;

*(3) The proposed development shall be consistent with the public health, safety, and welfare of the city;

*(4) The proposed development shall not result in an unreasonable negative environmental impact on the subject site or surrounding land;

*(5) The proposed development shall not result in an unreasonable negative economic impact upon surrounding properties;

*(6) The proposed development shall be under single ownership and/or control such that there is a single person having responsibility for completing the project in conformity with this chapter; and

*(7) The proposed development shall be consistent with the goals and policies of the Master Plan.

*(THIS DEVELOPMENT MEETS ALL THESE REQUIREMENTS, AND WAS TO BECOME A FUTURE PHASE OF FOREST RIDGE GLEN CONDOMINIUMS)

SITE DATA NOTES:

1. ADDITIONAL DENSITY FOR RESIDENTIAL USES MAY BE ALLOWED AT THE DISCRETION OF THE PLANNING COMMISSION AND BASED UPON A DEMONSTRATION BY THE APPLICANT OF CONSISTENCY WITH THE MASTER PLAN AND OF PLANNING AND DESIGN EXCELLENCE RESULTING IN A MATERIAL BENEFIT TO THE CITY, ADJACENT LAND USES, AND/OR THE ULTIMATE USERS OF THE PROJECT, WHERE SUCH BENEFIT WOULD OTHERWISE BE UNLIKELY TO BE ACHIEVED WITHOUT THE APPLICATION OF THE PUD REGULATIONS INCLUDING, WITHOUT LIMITATION, INNOVATIVE DESIGN PRODUCING SIGNIFICANT ENERGY EFFICIENCY, PEDESTRIAN OR VEHICULAR SAFETY, LONG TERM AESTHETIC BEAUTY, AND PROTECTION AND PRESERVATION OF NATURAL RESOURCES AND FEATURES.

2. USING THE CONCEPTUAL PARALLEL PLAN 25 UNITS CAN BE CONSTRUCTED, THEREFORE ASKING FOR 20% MORE THAN 25 UNITS = 30 UNITS USING P.U.D. AND OPEN SPACE/CLUSTER SITE PLAN OPTIONS.

3. UNDER THE PARALLEL PLAN 25 UNITS CAN BE CONSTRUCTED USING 80 FOOT WIDTH AT FRONT SETBACK. UNDER THE P.U.D. AND OPEN SPACE/CLUSTER SITE PLAN OPTIONS, WE ARE PROPOSING 60 FOOT WIDE UNITS WHICH ALLOW FOR THE 30 UNITS.

4. THIS PROPERTY OR SITE WAS ORIGINALLY A PART OF THE FOREST RIDGE GLEN CONDOMINIUM SITUATED EAST AND NORTHEAST OF SITE. DUE TO THE ECONOMY BETWEEN 2004 AND 2008 THE SITE WAS NEVER FULLY FINALIZED. PROTECTION AND PRESERVATION OF THE NATURAL RESOURCES AND FEATURES WAS ALSO A PART OF THE ORIGINAL OVERALL DESIGN.

5. THERE ARE PROPOSED SIDEWALKS TO BE INSTALLED THROUGHOUT THE SITE CONDOMINIUM SUBDIVISION. THHE PROPOSED WIDTH OF THE SIDEWALKS SHALL BE 4 FEET WIDE, AND SHALL CONNECT TO THE EXISTING WALKS ON EITHER SIDE OF THIS DEVELOPMENT. THE CROSSING AT ANDREA COURT AND NANCY COURT WILL HAVE ADA COMPLIANT DIDEWALK RAMPS TO CONNECT TO THE PROPOSED SIDEWALKS ACROSS THE ROADS.

6. EACH UNIT/LOT WILL HAVE AT LEAST TWO PARKING SPACES OUTSIDE OF THE GARAGES ON THE DRIVEWAYS.

7. THE POTENTIAL TO COMPLETE A ALLEVIATION DETENTION BASIN WITHIN THE WEST NORTHWEST SIDE OF THE SITE IN ORDER TO HELP ALLEVIATE THE OVERLOAD ON THE EXISTING STORM SEWER SYSTEM THAT OVER THE YEARS HAS PONDED UP IN THE MOST NORTHWESTERLY PART OF THE PROPERTY. WE HAVE SPOKEN WITH ROWE ENGINEERING, AND WE ARE LOOKING INTO CONSTRUCTING AN ALLEVIATION DETENTION BASIN THAT WILL BE LOCATED IN THE OPEN SPACE PART OF THIS DEVELOPMENT OVER THE THE WESTERLY SIDE OF THE SITE. THE HOME OWNERS ALONG THE EDGE OF THE OVERALL SITE EXISTING DETENTION BASIN WOULD LIKE US NOT TO CLEANOUT AND UPDATE THE EXISTING NATURAL STATE THAT ITS CURRENTLY IN. ROWE HAD MENTION THAT THIS COULD POTENTIALLY BE AN ENGINEERING ITEM AND COULD POSSIBLY BE HANDLED AFTER APPROVALS DURING THE ENGINEERING REVIEW PORTION OF THE POST APPROVALS.

SITE DATA (OVERALL SITE FOREST RIDGE GLEN CONDOS):

1. OVERALL PROPERTY = 1,824,085 SFT or 41.87 ACRES
2. USEABLE SITE AREA = 1,161,508 SFT or 26.66 ACRES
3. OPEN SPACE AREA = 662,577 SFT or 15.21 ACRES
4. WETLAND SITE AREA = 318,475 SFT or 7.31 ACRES

SITE DATA (CURRENT PROPERTY):

1. OVERALL PROPERTY = 651603 SFT or 14.96 ACRES
2. USEABLE SITE AREA = 474,919 SFT or 10.90 ACRES
3. OPEN SPACE AREA = 176,684 SFT or 4.06 ACRES
4. WETLAND SITE AREA = 46,893 SFT or 1.07 ACRES

SITE DATA

TOTAL SITE AREA = 14.96 ACRES
EXISTING SITE ZONING = R–2 (RESIDENTIAL DISTRICT)
PROPOSED TOTAL NO. OF UNITS = 30 UNITS
MINIMUM LOT AREA = 9,600 SFT OR 0.22 ACRES
MINIMUM LOT WIDTH = 60 FEET
SETBACKS REQUIREMENTS:
FRONT = 20 FEET
SIDE = 8 FEET (TOTAL=16 FEET)
REAR = 25 FEET
MAXIMUM LOT COVERAGE = 35%
MAXIMUM BUILDING HEIGHT = 2.5 STORIES OR 35 FEET

FILE: JOBS/23–252/DG/SECTION 20/CITY OF LINDEN/PRELIM SITE PLAN COVER SHEET–C1.DWG

SCALE: NONE
JOB NO. 23–252

OWNER/DEVELOPER:
DANEM GROUP, LLC
C/O DANNY NEMER
8 EMERALD POINTE, LINDEN, MI 48451
PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com

PART OF THE NORTH 1/2, SECTION 20, T5N–R6E CITY OF LINDEN, GENESEE CO, MI

F&E

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

FINAL PUD & OPEN SPACE SITE PLANS OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

REVISIONS	DRN. BY:	J.R.B.	11.13.2023
05.06.2024	DSN BY:	J.R.B.	"
09.06.2024	CHK'D BY:	J.P.W.	"
12.14.2024	APPR BY:	J.B.M.	"
01.09.2025			

SHEET NO: C-1

NOPTH

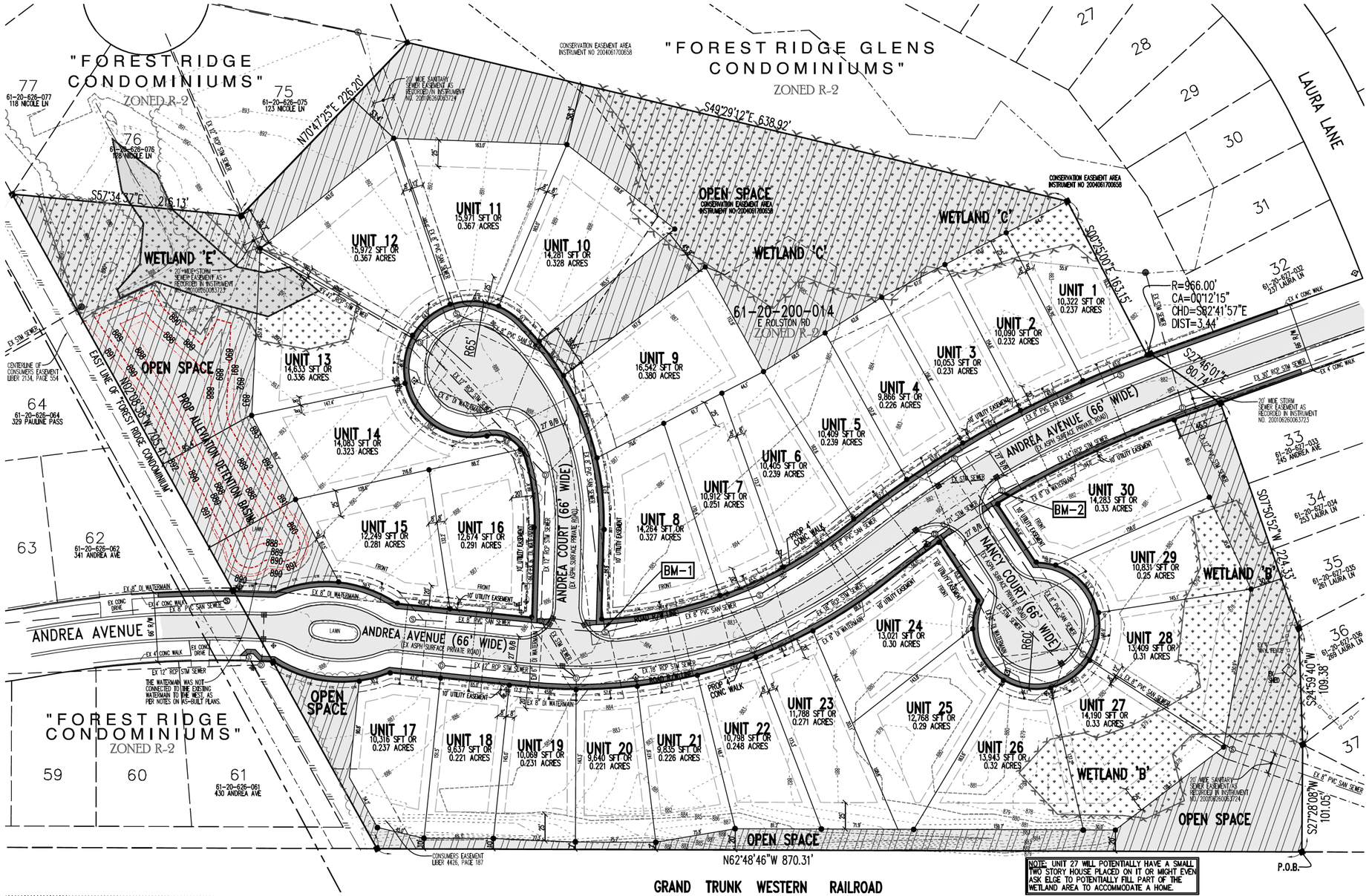
ГРАПНІХ ΣХАЛЕ
50 0 25 50
(IN FEET)
1 inch = 50 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.70 (NAVD88)

FINAL PLANNED UNIT DEVELOPMENT (PUD), TOGETHER WITH OPEN SPACE SITE PLAN OF: FOREST RIDGE ESTATES CONDOMINIUM

PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

NOTE: THIS PROPERTY OR SITE WAS ORIGINALLY A PART OF THE FOREST RIDGE GLEN CONDOMINIUM SITUATED EAST AND NORTHEAST OF SITE. DUE TO THE ECONOMY BETWEEN 2004 AND 2008 THE SITE WAS NEVER FULLY FINALIZED. PROTECTION AND PRESERVATION OF THE NATURAL RESOURCES AND FEATURES WAS ALSO A PART OF THE ORIGINAL OVERALL DESIGN.



L E G E N D

SET IRON #55012	EX TREE LINE
FOUND IRON	EX SURFACE CONTOUR
FOUND CONCRETE MONUMENT	EX GAS, TELE, ELECTRIC
(M) MEASURED	EX UTILITY PEDESTAL
(R) RECORDED	EX WOOD/VINYL FENCE
EX UTILITY POLE W/GUY WIRE	EX GASMAIN MARKER
EX OVERHEAD POWERLINES	ASPH ASPHALT
EX STORM MANHOLE/CATCHBAIN	CONC CONCRETE
EX STORM SEWER	B/B BACK TO BACK
EX STORM LEAD	R/W RIGHT OF WAY
EX SANITARY MANHOLE	EX EXISTING
EX SANITARY SEWER	P.O.B. POINT OF BEGINNING
EX SANITARY LEAD	EX PAVEMENT AREAS
EX WATERMAIN	EX OPEN SPACE
EX WATERMAIN LEAD	CONSERVATION EASEMENT
EX FIRE HYDRANT	WETLAND
EX WATER MANHOLE	PROP CONC SIDEWALK
EX GATEVALVE	

NOTES:

1. SECTION 3.6.4.(3) REQUIRES MONUMENTS TO BE PROVIDED AND SET AT ALL BOUNDARY CORNERS AND DEFLECTION POINTS AND AT ALL ROAD RIGHT-OF-WAY INTERSECTION CORNERS AND DEFLECTION POINTS. LOT IRONS SHALL BE SET AT ALL CONDOMINIUM LOT/UNIT CORNERS AND DEFLECTION POINTS OF CONDOMINIUM LOT/UNIT LINES. MONUMENT LOCATIONS ARE MARKED THUS "■". 1/2" x 18" LONG RE-RODS ARE MARKED THUS "●".

2. SECTION 7.2.9.(1) REQUIRES ALL PUBLIC OR PRIVATE STREETS TO BE LANDSCAPED WITH A MINIMUM OF ONE TREE FOR EVERY 50 LINEAL FEET, OR FRACTION THEREOF. TOTAL TREES REQUIRED = 1530 FT x 2 = 3,060 FT/50 = 61.2 or 62 TREES TOTAL, USING A MIX OF DECIDUOUS TREES. (SEE SHEET C-4)

WELLHEAD PROTECTION PROGRAM STATEMENT:

ACCORDING TO THE DEPARTMENT OF ENVIRONMENT, GREAT LAKE, AND ENERGY (EGLE) MAP OF WELLHEAD PROTECTION AREAS, THIS SITE LIES IN THE WSSN 03890. BEST MANAGEMENT PRACTICES SHOULD BE USED DURING CONSTRUCTION ACTIVITIES, FOR OUTDOOR STORAGE, INCLUDING FUEL STORAGE, AND FOR STORMWATER MANAGEMENT. PLEASE REVIEW THE WELLHEAD PROTECTION OF THE CITY OF LINDEN AND/OR GENESEE COUNTY CODE OF ORDINANCES MUST BE FOLLOWED FOR ALL ACTIVITIES ON THE SITE, WHICH INCLUDE NEVER DISPOSING OF UNWANTED CHEMICALS BY POURING THEM DOWN THE DRAIN, ON THE GROUND, OR INTO AN ABANDONED WELL. ALSO KEEP KITTY LITTER ON HAND TO ABSORB LIQUID SPILLS FROM HAZARDOUS PRODUCTS OR CAR PRODUCTS.

SITE PLAN NOTES:

1. THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

2. TOTAL PROPERTY AREA = 651,603 SFT or 14.96 ACRES

3. THE CURRENT SITE HAS EXISTING STORM, SANITARY, WATER, GAS, ELECTRIC, TELEPHONE & CABLE INSTALLED THROUGHOUT, AND AS-BUILTS HAVE BEEN SUBMITTED TO THE CITY OF LINDEN. THE ROADS HAVE BEEN INSTALLED, BUT THE FINAL ASPHALT TOP COAT HAS NOT BEEN PLACED AT THIS TIME.

4. ALL SANITARY SEWER LEAD, AND WATER LEAD CONSTRUCTION/CONNECTIONS REQUIRE A CITY OF LINDEN PERMIT CONNECTION APPLICATION FROM THE DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT, AND WILL ALSO REQUIRE A INSPECTION BY THE CITY WATER AND WASTEWATER DEPARTMENT PRIOR TO FINAL APPROVALS OF ANY RESIDENTIAL SITE PLOT PLANS.

5. NO OUTDOOR LONG TERM STORAGE IS ALLOWED ON THE SITE, AND ON-SITE BURNING WILL NOT BE ALLOWED.

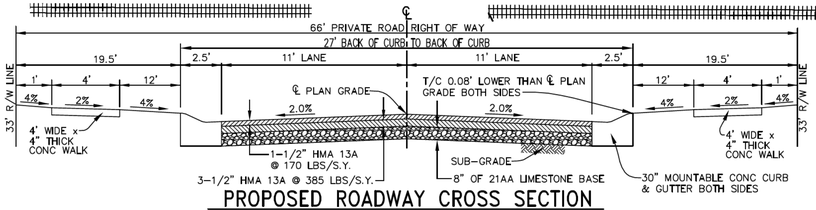
6. AFTER ALL PROPOSED CONSTRUCTION WORK IS COMPLETED, THE CONTRACTOR MUST CLEAN ALL DISTURBED PAVEMENT AREAS, VACUUM OUT ALL CATCHBASIN SUMPS, SEED ALL DISTURBED LAWN AREAS, AND REMOVE TEMPORARY SOIL EROSION CONTROL ITEMS.

7. LANDSCAPE IRRIGATION WILL NOT REQUIRED FOR THE DEVELOPMENT.

8. THE DELIMINATED WETLAND LINE SHOWN ON THIS SHEET, WAS FLAGGED AND FIELD LOCATED BY ASTI ENVIRONMENTAL (ASTI) ON MARCH 13, 2024.

INDIVIDUAL UNIT INFORMATION TABLE

UNIT NUMBER	TOTAL UNIT AREA (SFT)	TOTAL UNIT AREA (ACRES)	BUILDING ENVELOPE (SFT)	FRONT LOT WIDTH AT SETBACK LINE (FEET)
1	10,322	0.237	4,325	65.0
2	10,090	0.232	5,391	65.0
3	10,053	0.231	5,364	63.0
4	9,866	0.226	5,239	63.0
5	10,409	0.239	5,619	63.2
6	10,405	0.239	5,704	76.0
7	10,912	0.251	6,025	65.0
8	14,264	0.327	7,054	86.6
9	16,542	0.380	10,044	87.2
10	14,281	0.328	8,162	60.0
11	15,971	0.367	8,723	60.0
12	15,972	0.367	8,182	60.0
13	14,633	0.336	7,677	60.0
14	14,083	0.323	7,222	84.6
15	12,249	0.281	5,880	115.3
16	12,674	0.291	5,892	60.8
17	10,316	0.237	5,335	76.6
18	9,637	0.221	5,056	65.0
19	10,069	0.231	5,303	65.1
20	9,640	0.221	5,005	60.1
21	9,835	0.226	5,154	60.0
22	10,798	0.248	5,803	60.0
23	11,788	0.271	6,557	60.0
24	13,021	0.299	6,040	64.1
25	12,768	0.293	6,892	63.3
26	13,943	0.320	7,511	60.0
27	14,190	0.326	7,848	60.0
28	13,409	0.308	6,805	60.0
29	10,831	0.249	5,641	63.6
30	14,283	0.328	6,904	60.0



PROPOSED ROADWAY CROSS SECTION

WATER & SANITARY SEWER BASIS OF DESIGN:

WATER USAGE = 100 GALLONS PER DAY (GPD) PER PERSON = 350 GPD PER EACH LOT/UNIT PER DAY.

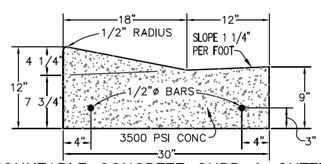
TOTAL DAILY WATER USAGE = 30 LOTS/UNITS AT 350 GPD PER LOT/UNIT = 10,500 GPD

TOTAL DAILY SEWAGE FLOW = 10,500 GPD TOTAL

TOTAL DAILY PEAK FLOW = 10,500 GPD x 1.1 x 4 = 46,200 GPD.
46,200 GPD / 1 DAY/24 HR / 1 HR/60 MIN = 32.083 GPM or 0.07148 CFS (PEAK)

TOTAL AVERAGE DAILY FLOW = 10,500 x 1.1 = 11,550/24/60 = 8.02 GPM OR 0.01786 CFS

NOTES:
1. NO GREASE TRAP/SEPARATOR IS PROPOSED, NO WASTE OR CHEMICAL BYPRODUCTS, OTHER THAN THE NORMAL HUMAN WASTE WILL BE PUT IN THE WASTEWATER SYSTEM.



MOUNTABLE CONCRETE CURB & GUTTER

811 Know what's below. Call before you dig.

SCALE: 1"=50'	OWNER/DEVELOPER: DANEM GROUP, LLC C/O DANNY NEMER 8 EMERALD POINTE, LINDEN, MI 48451 PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N-R6E CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430 PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM
JOB NO. 23-252			

FINAL PUD & OPEN SPACE SITE PLANS OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

REVISIONS	DRN. BY:	J.R.B.	11.13.2023	SHEET NO:
05.06.2024	DSN BY:	J.R.B.	"	C-2
09.06.2024	CHK'D BY:	J.P.W.	"	
12.14.2024	APPR BY:	J.B.M.	"	
01.09.2025				

FLSE JOBS/23-252/DG/SECTION 20/CITY OF LINDEN/FINAL SITE PLAN-C2.DWG

NOPTH

ΓΡΑΠΗΙΧ ΣΧΑΛΕ
50 0 25 50
(IN FEET)
1 inch = 50 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.70 (NAVD88)

FINAL LANDSCAPING PLAN LAYOUT OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

ON–SITE SOIL TYPES:
PER USDA SOILS MAPS, THE FOLLOWING SOILS ARE FOUND ON–SITE:
CvraaB – Conover Loam, 0 to 4 percent slopes, Somewhat Poorly drained (C/D)
MoB – Wawasee Loam, 2 to 6 percent slopes, Well drained (C)
MoC – Wawasee Loam, 6 to 12 percent slopes, Well drained (C)
MvB – Morley silt Loam, 2 to 6 percent slopes, Moderately well drained (D)

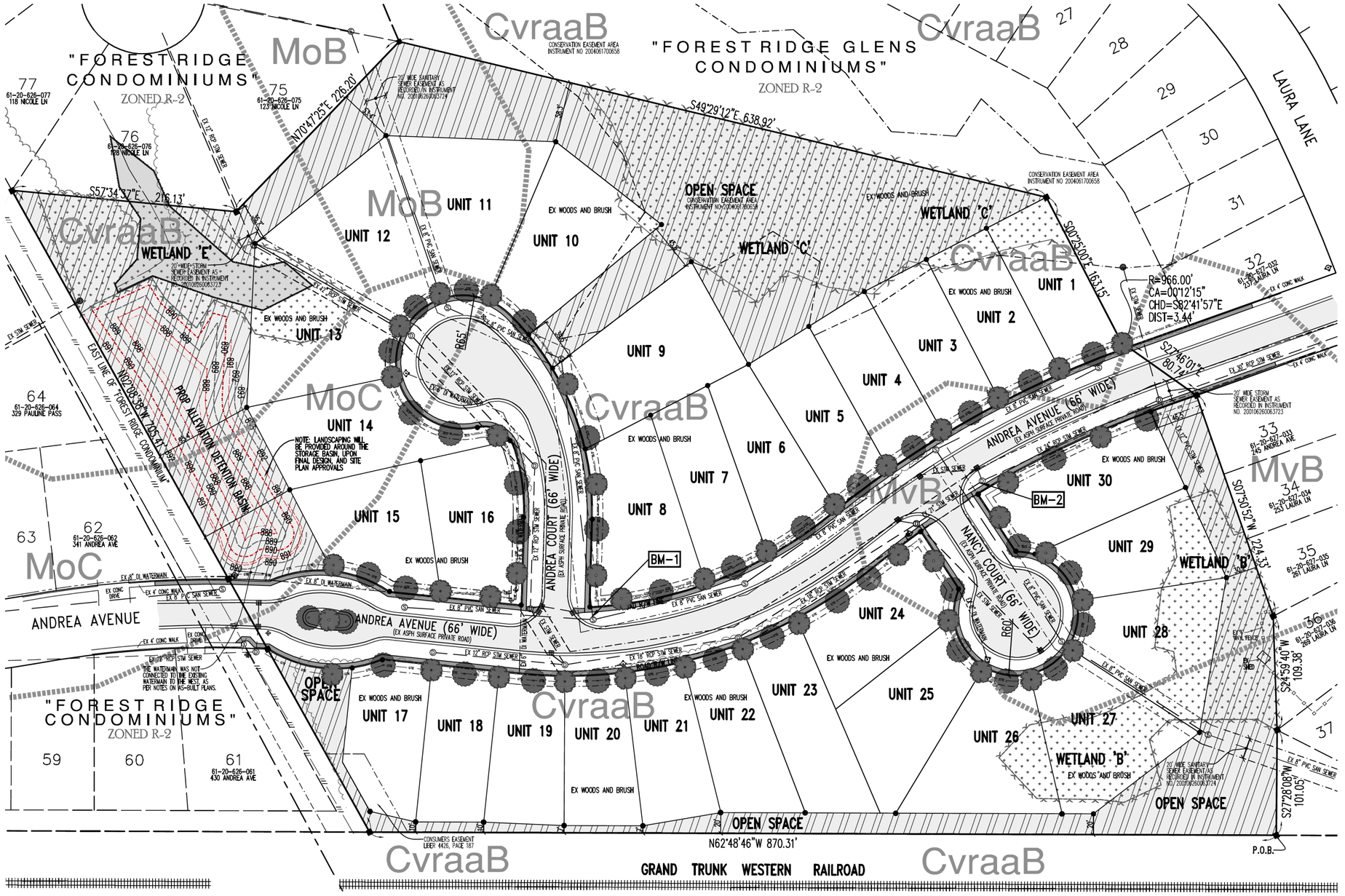
L E G E N D
- SET IRON #55012
- FOUND IRON
- FOUND CONCRETE MONUMENT
- (M) MEASURED
- (R) RECORDED
- EX UTILITY POLE W/GUY WIRE
- EX OVERHEAD POWERLINES
- EX STORM MANHOLE/CATCHBAIN
- EX STORM SEWER
- EX SANITARY MANHOLE
- EX SANITARY SEWER
- EX WATERMAIN
- EX FIRE HYDRANT
- EX WATER MANHOLE
- EX GATEVALVE
- EX TREE LINE
- EX GAS, TELE, ELECTRIC
- EX WOOD/VINYL FENCE
- EX GASMAIN MARKER
- ASPH ASPHALT
- CONC CONCRETE
- B/B BACK TO BACK
- R/W RIGHT OF WAY
- EX EXISTING
- P.O.B. POINT OF BEGINNING
- EX PAVEMENT AREAS
- EX OPEN SPACE
- CONSERVATION EASEMENT
- WETLAND
- PROP CONC SIDEWALK
- SOILS TYPE LIMITS
- CvraaB SOILS TYPE ABBREVIATION

NOTES:
1. SECTION 3.6.4.(3) REQUIRES MONUMENTS TO BE PROVIDED AND SET AT ALL BOUNDARY CORNERS AND DEFLECTION POINTS AND AT ALL ROAD RIGHT–OF–WAY INTERSECTION CORNERS AND DEFLECTION POINTS. LOT IRONS SHALL BE SET AT ALL CONDOMINIUM LOT/UNIT CORNERS AND DEFLECTION POINTS OF CONDOMINIUM LOT/UNIT LINES. MONUMENT LOCATIONS ARE MARKED THUS "■". 1/2" x 18" LONG RE–RODS ARE MARKED THUS "●".

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T R E E L I S T

QTY	COMMON NAME	BOTANICAL NAME	SIZE
41	RED MAPLE	ACER RUBRUM	2–1/2" DIA
40	NORTHERN RED OAK	QUERCUS RUBRA L	2–1/2" DIA



LANDSCAPE NOTES:
1. ALL PLANT BEDS TO HAVE 4" OF WOOD MULCH BEDDING PLACED ON GEOTEXTILE WEED BLOCK FABRIC

2. ALL NEW LAWN TREES SHALL HAVE A 6' DIAMETER CIRCLE OF 4" WOOD MULCH BEDDING PLACED ON GEOTEXTILE WEED BLOCK FABRIC.

3. ALL LAWN AREAS SHALL BE ESTABLISHED WITH 4" TOPSOIL SURFACE, FERTILIZER, SEED AND MULCH.

4. NO ON–SITE IRRIGATION IS PROPOSED FOR THIS PROJECT.

LANDSCAPE NOTES (CONT):
5. ALL UTILITY STRUCTURES AND TRANSFORMERS MUST BE SCREENED WITH LANDSCAPING.

6. NO IRRIGATION SYSTEMS WILL BE PERMITTED WITHIN THE PRIVATE ROAD RIGHT–OF–WAY.

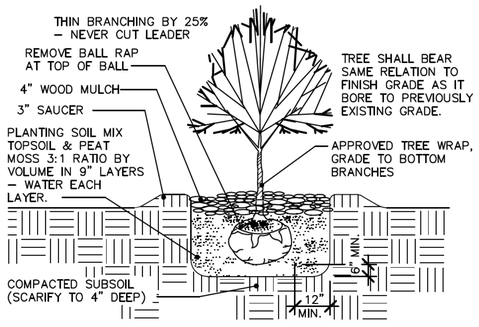
7. ALL SHRUBS AND BUSHES SHALL BE TRIMMED AND HEIGHTS MAINTAINED TO NO MORE THAN 36 INCHES IN HEIGHT FROM GRADE.

8. ALL DECIDUOUS TREES SHALL BE BRANCHED AT NO LESS THAN 5 FEET FROM GRADE.

LANDSCAPE PLANTING NOTES:
1. THE PROPOSED TREE LOCATIONS ARE NOT EXACT. EACH UNIT/LOT IN THIS DEVELOPMENT SHALL HAVE AT LEAST 2 TREES, ONE DECIDUOUS AND ONE CONIFEROUS, PLANTED IN THE FRONT YARD GREENBELT AREA AT THE TIME OF THE DWELLING CONSTRUCTION. THE TREE PLANTINGS WILL BE PART OF THE FINAL OCCUPANCY PERMIT FOR EACH INDIVIDUAL SITE.

2. THE DEVELOPER SHALL CONFIRM WITH THE CITY AS TO THE TIMING OF THE PROPOSED TREE PLANTINGS. THE BEST TIME TO PLANT THE LANDSCAPE TREES WOULD BE TOWARDS THE END OF THE CONSTRUCTION OF EACH BUILDING ON EACH INDIVIDUAL UNIT.

811 Know what's below. Call before you dig.



TREE PLANTING DETAIL

SCALE: 1"=50'	OWNER/DEVELOPER: DANEM GROUP, LLC C/O DANNY NEMER 8 EMERALD POINTE, LINDEN, MI 48451 PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N–R6E CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430 PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM	FINAL LANDSCAPING PLAN LAYOUT OF: FOREST RIDGE ESTATES CONDOMINIUM PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN
JOB NO. 23–252				

REVISIONS	DRN. BY:	J.R.B.	11.27.2023	SHEET NO:
05.06.2024	DSN BY:	J.R.B.	"	C-3
09.06.2024	CHK'D BY:	J.P.W.	"	
12.14.2024	APPR BY:	J.B.M.	"	
01.09.2025				

F:\SE JOBS\23-252\DG\SECTION 20\CITY OF LINDEN\FINAL LAND PLAN-C4.DWG

NOPTH

ΓΡΑΠΗΙΧ ΣΧΑΛΕ

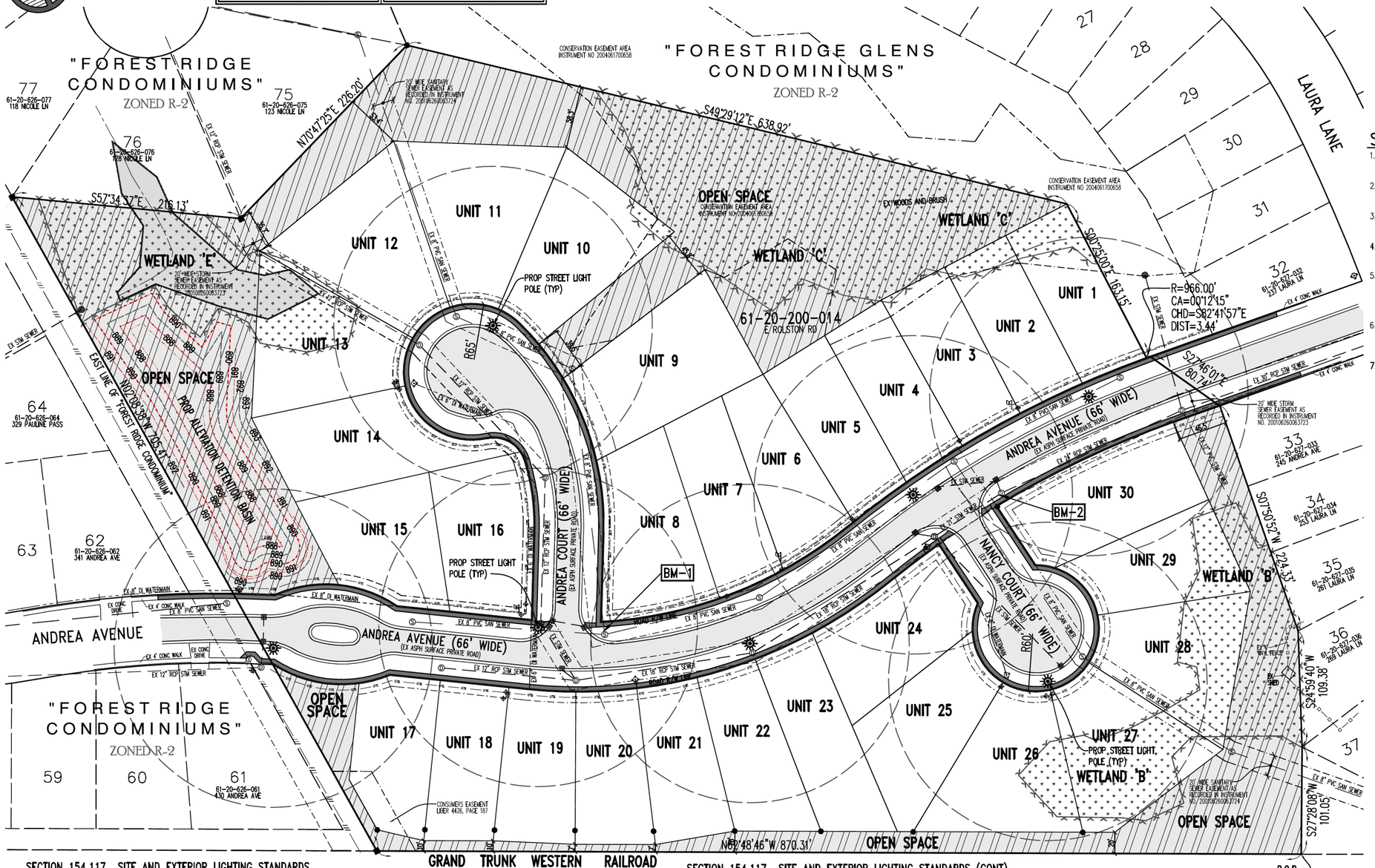
50 0 25 50

(IN FEET)

1 inch = 50 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.70 (NAVD88)

FINAL LIGHTING PLAN LAYOUT OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN



L E G E N D

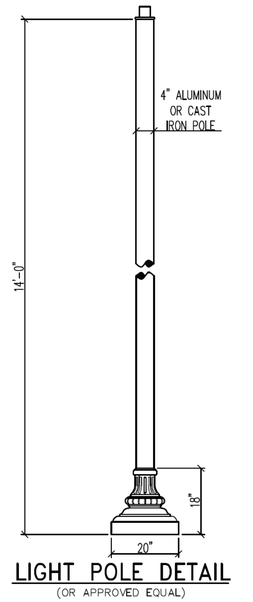
○	SET IRON #55012	—OTE— —OTE—	EX GAS, TELE, ELECTRIC
●	FOUND IRON	⊕	EX UTILITY PEDESTAL
■	FOUND CONCRETE MONUMENT	—□—□—	EX WOOD/VINYL FENCE
(M)	MEASURED		EX GASMAIN MARKER
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	EX UTILITY POLE W/GUY WIRE	CONC	CONCRETE
	EX OVERHEAD POWERLINES	B/B	BACK TO BACK
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	EX STORM SEWER	EX	EXISTING
	EX SANITARY MANHOLE	P.O.B.	POINT OF BEGINNING
	EX SANITARY SEWER		EX PAVEMENT AREAS
	EX WATERMAIN		EX OPEN SPACE
	EX FIRE HYDRANT		CONSERVATION EASEMENT
	EX WATER MANHOLE		WETLAND LINE
	EX GATEVALVE		PROP CONC SIDEWALK
			PROP LIGHT POLE (7 EACH)

SITE LIGHTING NOTES:

1. ALL STREET LIGHTING IN RESIDENTIAL DISTRICTS SHALL BE INSTALLED WITHIN THE PRIVATE ROAD RIGHT-OF-WAY, BEHIND THE BACK OF CURB.
2. THE DESIGN AND STYLE OF FIXTURES (COLOR, SHAPE, STYLE, AND MATERIALS) SHALL BE A LED FIXTURE (AS SHOWN) OR APPROVED EQUAL.
3. ALL LIGHTING SHALL BE ON A TIME-CLOCK OR PHOTO-SENSOR SYSTEM, AS APPROVED BY CITY OF LINDEN.
4. THE SUBDIVISION STREETS SHALL BE ILLUMINATED WITH A LIGHT-EMITTING DIODE (LED) OR OTHER CITY APPROVED LIGHTING SYSTEM.
5. LIGHTING STANDARDS ON STREETS ADJACENT TO RESIDENTIAL ZONES SHALL NOT EXCEED SIXTEEN (16) FEET IN HEIGHT AS MEASURED FROM THE ADJACENT GRADE TO THE TOP OF THE LIGHT FIXTURE. ILLUMINATION SHALL NOT BE OF A FLASHING, MOVING OR INTERMITTENT TYPE. ALL ILLUMINATION SHALL BE CONSTANT IN INTENSITY AND COLOR AT ALL TIMES WHEN IN USE.
6. SEE THIS SHEET FOR LIGHT POLE CONSTRUCTION DETAILS. THE CONTRACTOR SHALL CONTACT MISS DIG 72 HOURS PRIOR TO CONSTRUCTION TO VERIFY IF ANY UNDER GROUND UTILITIES WILL BE IN DIRECT CONFLICT.
7. SEE THIS SHEET FOR THE SEVEN (7) LIGHT POLE LOCATIONS SHOWN.



LED FIXTURE



LIGHT POLE DETAIL
(OR APPROVED EQUAL)

NOTE:
SEE THIS PLAN FOR LIGHT POLE LOCATIONS
A TOTAL OF SEVEN (7) LIGHT POLE LIGHTS REQUIRED

SECTION 154.117 SITE AND EXTERIOR LIGHTING STANDARDS.

(A) Light and glare from indirect sources. The design and/or screening of the development shall ensure that glare from automobile and commercial or industrial vehicle headlights shall not be directed into any adjacent property, particularly residential property. Exterior doors shall be located, operated, and maintained so as to prevent any glare and light from creating a nuisance or safety hazard to operators of motor vehicles, pedestrians, and neighboring land uses.

(B) Exterior lighting from direct sources.

(1) Ground illumination shall not exceed 1.5 foot-candles average maintained. The light intensity at ground level shall not exceed 0.1 foot-candles at the property line adjacent to residentially zoned or used property and 1.0 foot candle measured at the property line adjacent to all other uses.

(2) Free standing light standards including base shall not exceed **20 feet** in total height and if located in the Linden Historic District, standards and light fixtures shall be of a period design approved by the Historic District Commission prior to final site plan approval by the Planning Commission. **(PROPOSED = 16 FEET)**

(3) All light fixtures shall be of a sharp cut-off design. Fixtures that allow light to shine on adjoining property or create horizontal glare shall not be approved. Lighting designs that allow light to shine into a private street or right-of-way shall not be approved.

(4) Free standing light fixtures shall be of a design to direct light into the development and away from adjacent property. House side shields shall be required in residential areas adjacent to any illuminated sites.

(C) Architectural lighting.

(1) Illumination of buildings, monuments or flags shall not exceed 15 foot-candles average maintained. All fixtures shall be shielded or designed to prohibit glare from shining into any residential area, street or private right-of-way.

(2) Unshielded luminous tube (neon), LED, incandescent or fluorescent lighting shall be prohibited as an architectural detail on the exterior of any structure, including but not limited to rooflines, cornices, eaves, windows, and door openings. The Planning Commission may approve internally illuminated architectural bands or similar shielded lighting accents as part of a site plan, upon determining that such lighting accents would enhance the aesthetics of the site, and would not cause off-site glare or light pollution.

(D) Window lighting. All interior light fixtures visible through a window from a private right-of-way or adjacent property shall be shielded to prevent glare at the property line or within a private right-of-way. Unshielded luminous tube (neon), LED, incandescent and fluorescent light fixtures shall be prohibited where the light source would be visible through the window from a private right-of-way or adjacent property.

SECTION 154.117 SITE AND EXTERIOR LIGHTING STANDARDS (CONT).

(E) Prohibited lighting elements.

(1) Running, chasing or otherwise intermittent lighting;
(2) The internal illumination of translucent building-mounted canopies/awnings;
(3) The use of laser light sources, searchlights, or any similar high-intensity light.

(F) Exemptions. The following are exempt from the lighting requirements of this section, except that the Zoning Administrator may take steps to eliminate the impact of the exempted items when deemed necessary to ensure that they will not interfere with vehicular traffic or the enjoyment and use of adjacent properties:

(1) Holiday decorations;
(2) Window displays without glare;
(3) Shielded pedestrian walkway lighting;
(4) Residential lighting with no off-site glare.

(G) Sign illumination. Sign illumination shall conform to the provisions of Sections 154.155 through 154.163.

(H) Submittal requirements. Lighting designer and/or fixture manufacturer shall provide a drawing with photometric layout of the proposed design to show actual initial foot-candle levels on a plot plan sealed by a professional engineer or architect licensed in the State of Michigan. Submitted drawing shall include detailed fixture schedule, which shall include manufacturer's name, catalog number, lamp type and wattage. A complete set of manufacturer's catalog specification sheets for each fixture type used on lighting design shall be included with photometric submittal. **(WILL BE PROVIDED UPON APPROVAL OF THE PRELIMINARY SITE PLANS)**

SCALE: 1"=50'	OWNER/DEVELOPER: DANEM GROUP, LLC C/O DANNY NEMER 8 EMERALD POINTE, LINDEN, MI 48451 PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N–R6E CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430 PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM	FINAL LIGHTING PLAN LAYOUT OF: FOREST RIDGE ESTATES CONDOMINIUM PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN	SHEET NO: C-4
JOB NO. 23–252					

REVISIONS	DRN. BY:	J.R.B.	11.27.2023
05.06.2024	DSN BY:	J.R.B.	"
09.06.2024	CHK'D BY:	J.P.W.	"
12.14.2024	APPR BY:	J.B.M.	"
01.09.2025			

F:\SE JOBS\23-252\DG\SECTION 20\CITY OF LINDEN\FINAL LIGHT PLAN.DWG — C-4

NOPTH

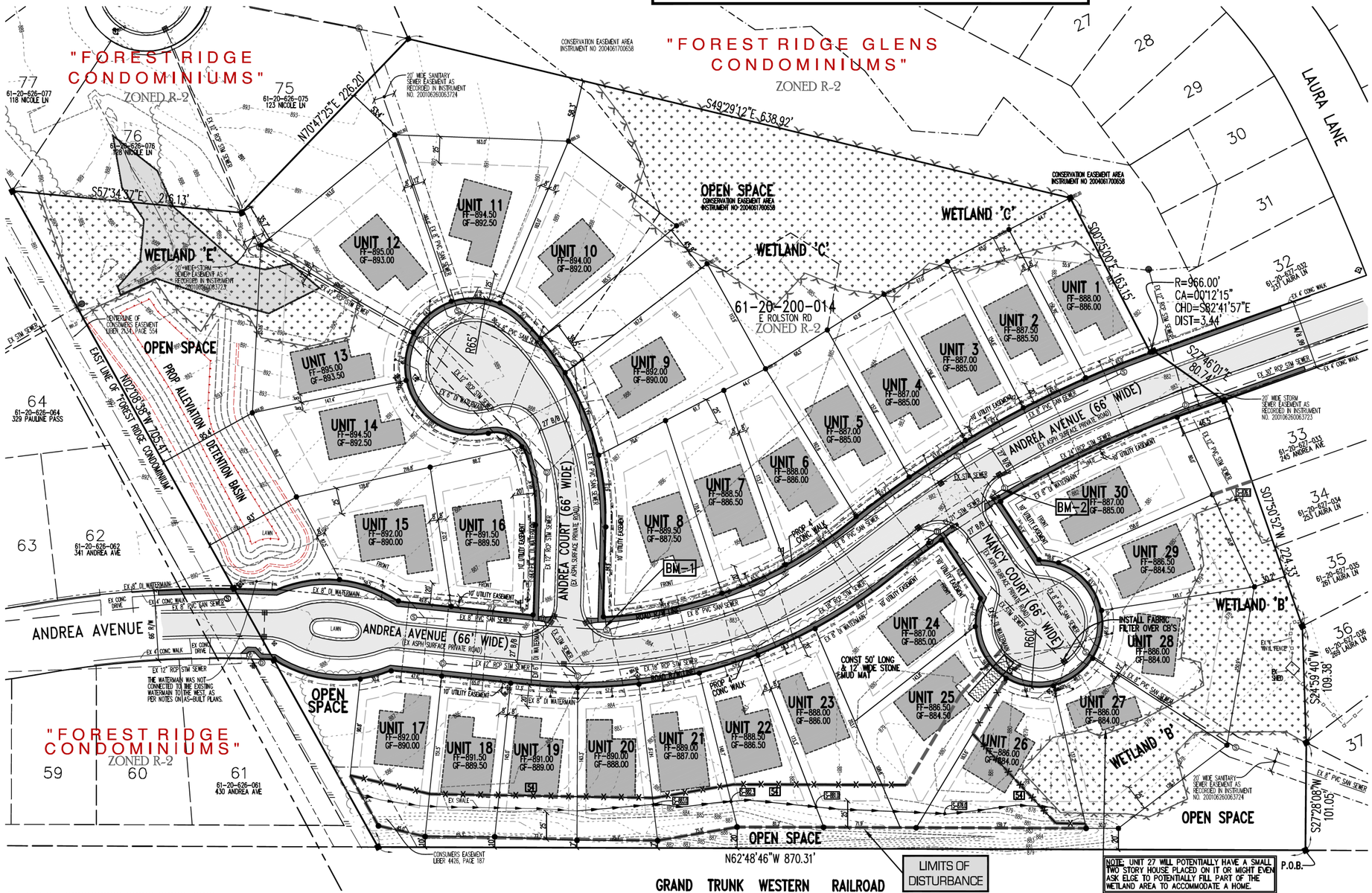
ΓΡΑΠΗΙΧ ΣΧΑΛΕ
50 0 25 50
(IN FEET)
1 inch = 50 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.65 (NAVD88)

FINAL OVERALL GRADING PLAN LAYOUT OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

AREA OF DISTURBANCE = 1.0 ACRES

NOTE: THIS PROPERTY OR SITE WAS ORIGINALLY A PART OF THE FOREST RIDGE GLEN CONDOMINIUM SITUATED EAST AND NORTHEAST OF SITE. DUE TO THE ECONOMY BETWEEN 2004 AND 2008 THE SITE WAS NEVER FULLY FINALIZED. PROTECTION AND PRESERVATION OF THE NATURAL RESOURCES AND FEATURES WAS ALSO A PART OF THE ORIGINAL OVERALL DESIGN.



L E G E N D

SET IRON #55012	EX WOOD/VNYL FENCE
FOUND IRON	EX GASMAIN MARKER
FOUND CONCRETE MONUMENT	ASPH ASPHALT
(M) MEASURED	CONC CONCRETE
(R) RECORDED	B/B BACK TO BACK
EX UTILITY POLE W/GUY WIRE	R/W RIGHT OF WAY
EX OVERHEAD POWERLINES	EX EXISTING
EX STORM MANHOLE/CATCHBAIN	P.O.B. POINT OF BEGINNING
EX STORM SEWER	EX PAVEMENT AREAS
EX STORM LEAD	EX OPEN SPACE
EX SANITARY MANHOLE	CONSERVATION EASEMENT
EX SANITARY SEWER	WETLAND
EX SANITARY LEAD	PROP CONC SIDEWALK
EX WATERMAIN	PROP DITCH or SWALE DITCH
EX WATERMAIN LEAD	S-883 PROP SWALE or DITCH ELEV
EX FIRE HYDRANT	FF- PROP FINISH FLOOR ELEV
EX WATER MANHOLE	GF- PROP GARAGE FLOOR ELEV
EX GATEVALVE	SILT FENCE
EX TREE LINE	54 SOIL EROSION CONTROL KEY NO.
EX SURFACE CONTOUR	
EX GAS, TELE, ELECTRIC	
EX UTILITY PEDESTAL	

NOTES:

1. SECTION 3.6.4.(3) REQUIRES MONUMENTS TO BE PROVIDED AND SET AT ALL BOUNDARY CORNERS AND DEFLECTION POINTS AND AT ALL ROAD RIGHT-OF-WAY INTERSECTION CORNERS AND DEFLECTION POINTS. LOT IRONS SHALL BE SET AT ALL CONDOMINIUM LOT/UNIT CORNERS AND DEFLECTION POINTS OF CONDOMINIUM LOT/UNIT LINES. MONUMENT LOCATIONS ARE MARKED THUS "■". 1/2" x 18" LONG RE-RODS ARE MARKED THUS "●".

SITE PLAN NOTES:

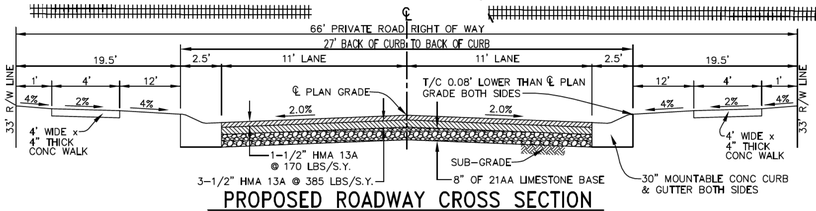
1. THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
2. TOTAL PROPERTY AREA = 651,603 SFT or 14.96 ACRES
3. THE CURRENT SITE HAS EXISTING STORM, SANITARY, WATER, GAS, ELECTRIC, TELEPHONE & CABLE INSTALLED THROUGHOUT, AND AS-BUILTS HAVE BEEN SUBMITTED TO THE CITY OF LINDEN. THE ROADS HAVE BEEN INSTALLED, BUT THE FINAL ASPHALT TOP COAT HAS NOT BEEN PLACED AT THIS TIME.
4. ALL SANITARY SEWER LEAD, AND WATER LEAD CONSTRUCTION/CONNECTIONS REQUIRE A CITY OF LINDEN PERMIT CONNECTION APPLICATION FROM THE DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT, AND WILL ALSO REQUIRE A INSPECTION BY THE CITY WATER AND WASTEWATER DEPARTMENT PRIOR TO FINAL APPROVALS OF ANY RESIDENTIAL SITE PLOT PLANS.
5. NO OUTDOOR LONG TERM STORAGE IS ALLOWED ON THE SITE, AND ON-SITE BURNING WILL NOT BE ALLOWED.
6. AFTER ALL PROPOSED CONSTRUCTION WORK IS COMPLETED, THE CONTRACTOR MUST CLEAN ALL DISTURBED PAVEMENT AREAS, VACUUM OUT ALL CATCHBASIN SUMPS, SEED ALL DISTURBED LAWN AREAS, AND REMOVE TEMPORARY SOIL EROSION CONTROL ITEMS.
7. LANDSCAPE IRRIGATION WILL NOT REQUIRED FOR THE DEVELOPMENT.
8. THE DELIMINATED WETLAND LINE SHOWN ON THIS SHEET, WAS FLAGGED AND FIELD LOCATED BY ASTI ENVIRONMENTAL (ASTI) ON MARCH 13, 2024.

CONSTRUCTION NOTES:

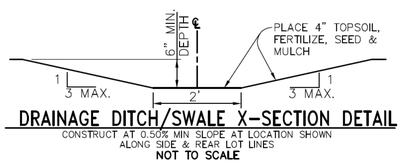
1. ALL GRADING, PAVING, AND DRAINAGE WORK SHALL BE IN ACCORDANCE WITH THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND THE LATEST MDOT STANDARD ROAD PLANS.
2. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO GRADE THE SITE TO THE GRADES SHOWN ON THE PLANS OR SPECIFIED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, EMBANKMENT, AND THE FURNISHING AND PLACING OF ALL BORROW MATERIAL REQUIRED TO OBTAIN THE SPECIFIED GRADES. CONTRACTOR SHALL SLOPE GROUND @ 1:3 MINIMUM SLOPE TO MATCH EXISTING GRADE.
3. SUBGRADE PREPARATION: REMOVE ALL ROCKS, DEBRIS, VEGETATION AND TOPSOIL FROM THE AREA TO BE PAVED. SHAPE THE SUBGRADE TO PROPER ELEVATIONS FOR PLACEMENT OF THE PAVEMENT. COMPACT SUBGRADE TO NOT LESS THAN 95% OF MAXIMUM UNIT WEIGHT IN 9 INCH LIFTS IN ACCORDANCE WITH THE MODIFIED PROCTOR T-180 METHOD. A SYSTEMIC HERBICIDE WITH RESIDUAL CHARACTERISTICS SHALL BE APPLIED TO THE PREPARED SUBGRADE TO DESTROY ALL VEGETATION INCLUDING ANY SUBTERRANEAN GROWTH. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY VEGETATION PROTRUDING THROUGH THE ASPHALT. CONTRACTOR SHALL UNDERCUT UNSUITABLE SUBGRADE AREAS AND REPLACE WITH SUITABLE MATERIAL IF NECESSARY.
4. ALL WORK NECESSARY TO COMPLETE THIS PROJECT SHALL CONFORM TO ALL RELATED CITY OF LINDEN AND/OR GENESEE COUNTY CODES AND ORDINANCES.
5. THE CONTRACTOR OR DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INSURANCE AND BONDS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF SURPLUS OR WASTE MATERIAL.
7. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE EMPLOYED IN ACCORDANCE WITH THESE PLANS, AND SHALL MEET THE APPROVAL OF GENESEE COUNTY AND/OR CITY OF LINDEN SOIL EROSION CONTROL.
8. ALL LAWN OR TURF AREAS SHALL BE ESTABLISHED WITH 4" APPLICATION OF TOPSOIL, FERTILIZER, SEED AND MULCH IN ACCORDANCE WITH THE FOLLOWING RATES:

TOPSOIL SURFACE	4 INCHES
CHEMICAL FERTILIZER NUTRIENT	240 LBS/ACRE
CLASS A SEEDING	120 LBS/ACRE
MULCH	2 TONS/ACRE

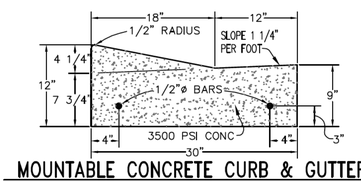
MATERIAL SHALL COMPLY WITH MDOT STANDARD SPECIFICATIONS



PROPOSED ROADWAY CROSS SECTION



DRAINAGE DITCH/SWALE X-SECTION DETAIL
CONSTRUCT AT 0.50% MIN SLOPE AT LOCATION SHOWN ALONG SIDE & REAR LOT LINES
NOT TO SCALE



MOUNTABLE CONCRETE CURB & GUTTER

811 Know what's below. Call before you dig.

SOIL EROSION CONTROL KEYING SYSTEM

KEY	DETAIL	CHARACTERISTICS
36	CATCH BASIN PROTECTION	COLLECTS HIGH VELOCITY CONCENTRATED RUNOFF PLACE FILTER BAG UNDER INLET
54	SILT FENCE	USES GEOTEXTILE FABRIC AND POSTS OR POLES EASY TO CONSTRUCT AND LOCATE AS NECESSARY
60	AGGREGATE COVER	STABILIZES SOIL SURFACE. THIS MINIMIZING EROSION PERMITS CONSTRUCTION TRAFFIC IN ADVERSE WEATHER MAY BE USED AS PART OF PERMANENT BASE CONSTRUCTION OF PAVED AREAS

FLSE JOBS/23-252/DG/SECTION 20/CITY OF LINDEN/FINAL DRAINAGE PLAN-C5.DWG

SCALE: 1"=50'	OWNER/DEVELOPER: DANEM GROUP, LLC C/O DANNY NEMER 8 EMERALD POINTE, LINDEN, MI 48451 PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N-R6E CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430 PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM	FINAL OVERALL GRADING PLAN OF: FOREST RIDGE ESTATES CONDOMINIUMS PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN	SHEET NO: C-5
JOB NO. 23-252				REVISIONS: 05.06.2024; 09.06.2024; 12.14.2024; 01.09.2025	DRN. BY: J.R.B. 11.13.2023 DSN BY: J.R.B. " CHK'D BY: J.P.W. " APPR BY: J.B.M. "

NOPTH

ΓΡΑΠΗΙΧ ΣΧΑΛΕ
60 0 30 60
(IN FEET)
1 inch = 60 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX. SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.65 (NAVD88)

ALLEVIATION DETENTION BASIN NOTE:

THE POTENTIAL TO COMPLETE A ALLEVIATION DETENTION BASIN WITHIN THE WEST NORTHWEST SIDE OF THE SITE IN ORDER TO HELP ALLEVIATE THE OVERLOAD ON THE EXISTING STORM SEWER SYSTEM THAT OVER THE YEARS HAS PONDED UP IN THE MOST NORTHWESTERLY PART OF THE PROPERTY. WE HAVE SPOKEN WITH ROWE ENGINEERING, AND WE ARE LOOKING INTO CONSTRUCTING AN ALLEVIATION DETENTION BASIN THAT WILL BE LOCATED IN THE OPEN SPACE PART OF THIS DEVELOPMENT OVER THE THE WESTERLY SIDE OF THE SITE. THE HOME OWNERS ALONG THE EDGE OF THE OVERALL SITE EXISTING DETENTION BASIN WOULD LIKE US NOT TO CLEANOUT AND UPDATE THE EXISTING NATURAL STATE THAT ITS CURRENTLY IN. ROWE HAD MENTION THAT THIS COULD POTENTIALLY BE AN ENGINEERING ITEM AND COULD POSSIBLY BE HANDLED AFTER APPROVALS DURING THE ENGINEERING REVIEW PORTION OF THE POST APPROVALS.

FOREST RIDGE ESTATES CONDOMINIUM - STORM SEWER SYSTEM DESIGN

Manning Equation: Q = (1.486/n) A (R^2/3) S^1/2 — Q = C I A — I = 175 / (T + 25)

Job Name: FREC - City of Linden
By: JRB / JBM
Date: September 6, 2024
Revised: December 14, 2024

10 YEAR STORM SEWER PIPE DESIGN - CHECK CALCULATIONS

DRAINAGE AREA (DA) OR DRAINAGE STRUCTURE (DS) No.	INCREMENT AREA (SFT) Ai	INCREMENT AREA Ai	TOTAL AREA A	RUNOFF COEF C	TIME T	RAINFALL INTENSITY I	FLOW Q=CiAi	TOTALFLOW	PIPECAPACITY FLOWHGFULL	DIAMETER OF PIPE	LENGTH OF PIPE TO NEXTSTRUCT	SLOPE OF PIPE	VELOCITY OF FLOW	TIME OF FLOW	INVERT ELEV: UPPER END PIPE INVERT ELEVATION	INVERT ELEV: LOWER END PIPE INVERT ELEVATION	STRUCTURE: RIM ELEVATION	STRUCTURE: DIAMETER(INCH)	STRUCTURE: COVERTYPE
	SFT	ACRE	ACRE		MIN	IN/HR	CFS	CFS	CFS	INCHES	FEET	%	FT/SEC	MIN					
DS-27	52,300	1.201	1.201	0.55	20.00	3.89	2.57	2.57	5.15	12	33.0	2.09	6.56	0.08	879.50	878.81	885.30	24	C
DS-25	85,750	1.969	3.169	0.55	20.08	3.88	4.20	6.77	7.72	12	10.0	4.70	9.83	0.02	878.61	878.14	885.31	48	C
DS-24	TO EXISTING DRAINAGE STRUCTURE NO. 24 (DS-24)														878.14		885.89	48	B
DS-26	51,145	1.174	1.174	0.55	20.00	3.89	2.51	2.51	19.50	12	6.0	30.00	24.85	0.00	880.61	878.81	885.31	24	A
DS-25	TO EXISTING DRAINAGE STRUCTURE NO. 25 (DS-25)														878.81		885.31	48	B
DS-22	29,990	0.688	0.688	0.55	20.00	3.89	1.47	1.47	6.11	12	17.0	2.94	7.78	0.04	880.36	879.86	885.01	24	C
DS-21	TO EXISTING DRAINAGE STRUCTURE NO. 21 (DS-21)														879.86		885.16	60	B
DS-18	44,220	1.015	1.015	0.55	20.00	3.89	2.17	2.17	7.62	12	17.0	4.58	9.71	0.03	875.83	875.05	881.83	24	C
DS-17	TO EXISTING DRAINAGE STRUCTURE NO. 17 (DS-17)														875.05		881.75	72	B
DS-19	47,135	1.082	1.082	0.55	20.00	3.89	2.31	2.31	2.98	15	172.0	0.10	1.70	1.69	875.08	874.90	880.18	48	C
DS-17	TO EXISTING DRAINAGE STRUCTURE NO. 17 (DS-17)														874.90		881.75	72	B
DS-16	57,885	1.329	1.329	0.55	20.00	3.89	2.84	2.84	3.95	12	57.0	1.23	5.03	0.19	876.21	875.51	881.71	24	C
DS-15	8,230	0.189	1.518	0.55	20.19	3.87	0.40	3.24	3.56	12	12.0	1.00	4.54	0.04	875.21	875.09	882.21	48	C
DS-14	TO EXISTING DRAINAGE STRUCTURE NO. 14 (DS-14)														875.09		882.65	60	B
DS-13	305,220	7.007	7.007	0.35	30.00	4.27	10.48	10.48	3.49	12	132.0	0.96	4.82	0.46	876.45	875.18	880.85	24	E
DS-12	TO EXISTING DRAINAGE STRUCTURE NO. 12 (DS-12)														875.18		882.78	60	B
ES-02	139,555	3.204	3.204	0.35	38.00	3.73	4.18	4.18	2.78	12	100.0	0.52	3.54	0.47	876.00	875.48	N/A	N/A	SES
DS-12	TO EXISTING DRAINAGE STRUCTURE NO. 12 (DS-12)														875.48		882.78	60	B
DS-10	32,580	0.748	0.748	0.55	20.00	3.89	1.60	1.60	4.03	12	34.0	1.09	5.13	0.11	875.83	875.46	880.93	24	C
DS-09	17,085	0.392	1.140	0.55	20.11	3.88	0.84	2.44	11.06	12	9.0	8.22	14.09	0.01	875.46	874.72	880.96	48	C
DS-07	TO EXISTING DRAINAGE STRUCTURE NO. 07 (DS-07)														874.72		881.72	72	B
DS-11	313,290	7.192	7.192	0.55	25.00	3.50	13.84	13.84	14.10	21	212.0	0.79	5.87	0.60	874.46	872.78	882.26	60	B
DS-06	TO EXISTING DRAINAGE STRUCTURE NO. 06 (DS-06)														872.78		881.28	84	B
DS-08	27,000	0.620	0.620	0.55	20.00	3.89	1.33	1.33	8.83	12	51.0	5.24	11.25	0.08	876.55	873.88	880.80	24	C
DS-06	TO EXISTING DRAINAGE STRUCTURE NO. 06 (DS-06)														873.88		881.28	84	B
DS-05	42,000	0.964	0.964	0.55	20.00	3.89	2.06	2.06	3.84	12	6.0	1.16	4.89	0.02	874.35	874.28	878.75	24	C
DS-04	42,000	0.964	1.928	0.55	20.02	3.89	2.06	4.12	6.30	18	114.0	0.36	3.57	0.53	874.28	873.87	878.83	48	C
DS-03	735	0.017	1.945	0.55	20.55	3.84	0.04	4.16	8.23	18	122.0	0.62	4.66	0.44	873.87	873.12	880.22	48	B
DS-02	TO EXISTING DRAINAGE STRUCTURE NO. 02 (DS-02)														873.12		881.12	72	B

FOREST RIDGE ESTATES CONDOMINIUM - STORM SEWER SYSTEM DESIGN

Manning Equation: Q = (1.486/n) A (R^2/3) S^1/2 — Q = C I A — I = 175 / (T + 25)

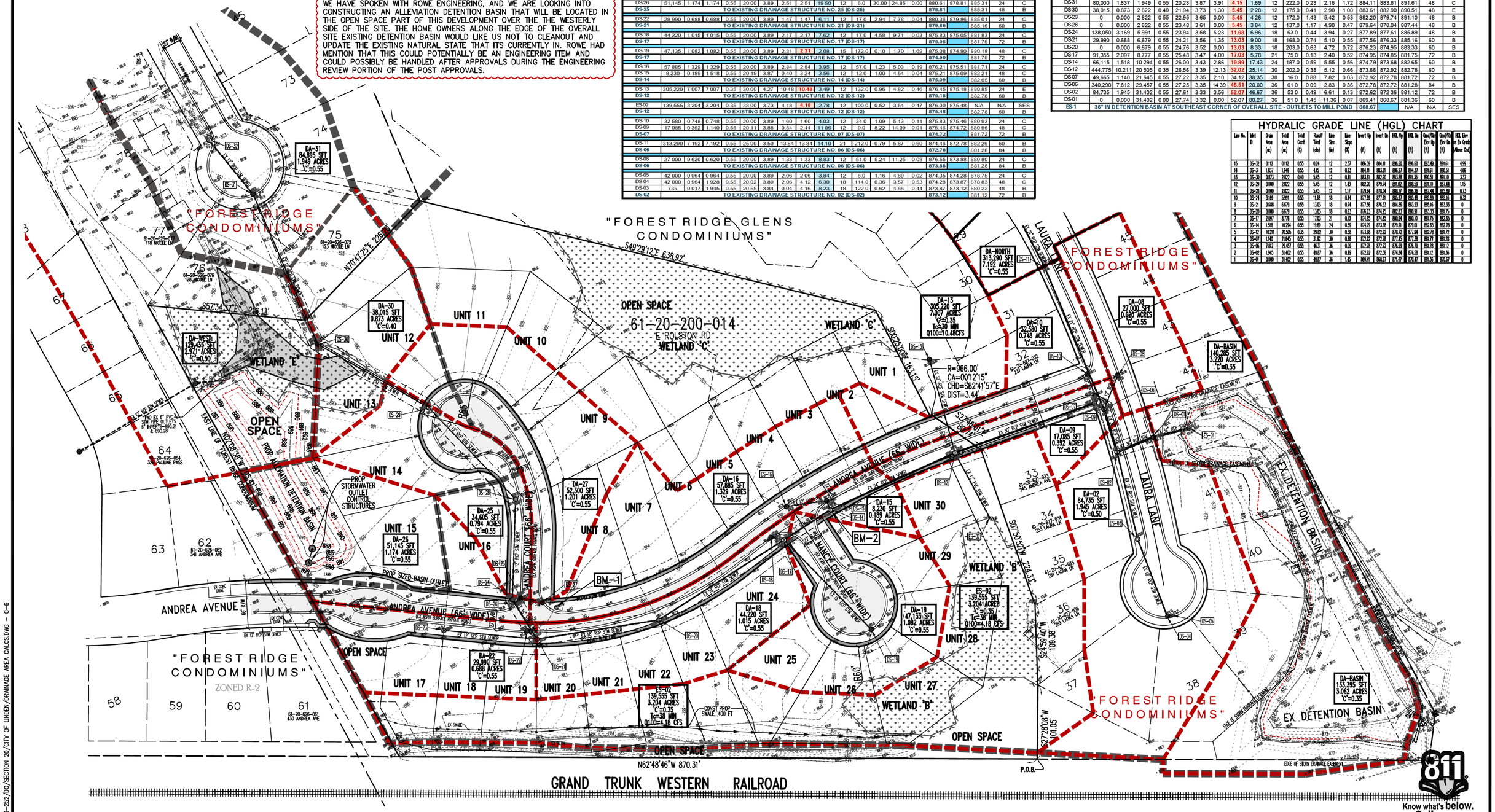
Job Name: FREC - City of Linden
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10 YEAR STORM SEWER PIPE DESIGN - CHECK CALCULATIONS

DRAINAGE AREA (DA) OR DRAINAGE STRUCTURE (DS) No.	INCREMENT AREA (SFT) Ai	INCREMENT AREA Ai	TOTAL AREA A	RUNOFF COEF 'C'	TIME T	RAINFALL INTENSITY I	FLOW Q=CiAi	TOTALFLOW	PIPECAPACITY FLOWHGFULL	DIAMETER OF PIPE	LENGTH OF PIPE TO NEXTSTRUCT	SLOPE OF PIPE	VELOCITY OF FLOW	TIME OF FLOW	INVERT ELEV: UPPER END PIPE INVERT ELEVATION	INVERT ELEV: LOWER END PIPE INVERT ELEVATION	STRUCTURE: RIM ELEVATION	STRUCTURE: DIAMETER(INCH)	STRUCTURE: COVERTYPE
	SFT	ACRE	ACRE	'C'	MIN	IN/HR	CFS	CFS	CFS	INCHES	FEET	%	FT/SEC	MIN					
DS-32	4,895	0.112	0.112	0.55	20.00	3.89	0.24	0.24	5.48	12	96.0	2.37	6.98	0.23	886.39	884.11	893.49	24	B
DS-31	80,000	1.837	1.949	0.55	20.23	3.87	3.91	4.15	1.69	12	222.0	0.23	2.16	1.72	884.11	883.61	891.61	48	C
DS-30	38,015	0.873	2.822	0.40	21.94	3.73	1.30	5.45	2.28	12	175.0	0.41	2.90	1.00	883.61	882.90	890.51	48	E
DS-29	0	0.000	2.822	0.55	22.95	3.65	0.00	5.45	4.26	12	172.0	1.43	5.42	0.53	882.20	879.74	891.10	48	B
DS-28	0	0.000	2.822	0.55	23.48	3.61	0.00	5.45	3.84	12	137.0	1.17	4.90	0.47	879.64	878.04	887.44	48	B
DS-24	138,050	3.169	5.991	0.55	23.94	3.58	6.23	11.68	6.96	18	63.0	0.44	3.94	0.27	877.89	877.61	885.89	48	B
DS-21	29,990	0.688	6.679	0.55	24.21	3.56	1.35	13.03	9.00	18	168.0	0.74	5.10	0.55	877.56	876.33	885.16	60	B
DS-20	0	0.000	6.679	0.55	24.76	3.52	0.00	13.03	8.33	18	203.0	0.63	4.72	0.72	876.23	874.95	883.33	60	B
DS-17	91,355	2.097	8.777	0.55	25.48	3.47	4.00	17.03	5.78	21	75 0	0.13	2.40	0.52	874.95	874.85	881.75	72	B
DS-14	66,115	1.518	10 294	0.55	26.00	3.43	2.86	19.89	17.43	24	187.0	0.59	5.55	0.56	874.79	873.68	882.65	60	B
DS-12	444,775	10.211	20 505	0.35	26.56	3.39	12.13	32.02	25.14	30	202.0	0.38	5.12	0.66	873.68	872.92	882.78	60	B
DS-07	49,665	1.140	21.645	0.55	27.22	3.35	2.10	34.12	38.35	30	16 0	0.88	7.82	0.03	872.92	872.76	881.72	72	B
DS-06	340,290	7.812	29.457	0.55	27.25	3.35	14 39	48.51	20.00	36	61 0	0 09	2.63	0 36	872.78	872.72	881.28	84	B
DS-02	84,735	1.945	31.402	0.55	27.61	3.33	3.56	52.07	46.67	36	53 0	0.49	6.61	0.13	872.62	872.36	881.12	72	B
DS-01	0	0.000	31.402	0.00	27.74	3.32	0.00	52.07	80.27	36	51 0	1.45	11.36	0 07	869.41	868.67	881.36	60	B
ES-1	36" IN DETENTION BASIN AT SOUTHEAST CORNER OF OVERALL SITE - OUTLETS TO MILL POND								868.67								N/A	N/A	SES

HYDRALIC GRADE LINE (HGL) CHART

Line No.	Inlet ID	Drain Area (ac)	Total Area (ac)	Total Coeff (C)	Runoff Total (cfs)	Line Size (in)	Line Slope (%)	Invert Up (ft)	Invert Dn (ft)	HGL Up (ft)	HGL Dn (ft)	Cond/Vel Elev Up (ft)	Cond/Vel Elev Dn (ft)	HGL Elev Ex Grade (Above Grd)
15	DS-32	0.112	0.112	0.55	0.24	12	2.37	886.39	884.11	886.68	886.68	886.91	886.91	6.82
14	DS-31	1.837	1.949	0.55	4.15	12	0.23	884.11	883.61	886.27	886.27	886.82	886.53	6.68
13	DS-30	0.873	2.822	0.40	5.45	12	0.41	883.61	882.90	886.35	886.53	886.82	886.82	3.37
12	DS-29	0.000	2.822	0.55	5.45	12	1.43	882.20	879.74	886.02	886.35	886.82	887.44	1.15
11	DS-28	0.000	2.822	0.55	5.45	12	1.17	879.64	878.04	886.17	886.35	887.44	885.89	0.73
10	DS-24	3.169	5.991	0.55	11.68	18	0.44	877.89	877.61	885.57	885.48	885.89	885.16	0.32
9	DS-21	0.688	6.679	0.55	13.03	18	0.74	877.56	876.33	884.86	883.53	885.16	883.33	0
8	DS-20	0.000	6.679	0.55	13.03	18	0.63	876.23	874.95	882.83	882.81	883.33	881.75	0
7	DS-17	2.097	8.776	0.55	17.03	21	0.13	874.95	874.85	880.64	880.10	881.75	882.65	0
6	DS-14	1.518	10.294	0.55	19.89	24	0.59	874.79	873.68	879.91	879.91	882.65	882.78	0
5	DS-12	10.211	20.505	0.35	25.82	30	0.38	873.68	872.92	878.72	877.94	882.78	881.72	0
4	DS-07	1.140	21.645	0.55	31.92	30	0.88	872.92	872.76	877.75	877.36	881.72	881.28	0
3	DS-06	7.812	29.457	0.55	46.31	36	0.09	872.78	872.72	876.59	876.79	881.28	881.12	0
2	DS-02	1.945	31.402	0.55	48.87	36	0.49	872.62	872.36	874.84	874.59	881.12	881.36	0
1	DS-01	0.000	31.402	0.55	48.87	36	1.45	869.41	868.67	874.47	874.47	881.36	870.67	0



Know what's below. Call before you dig.

SCALE: 1"=60'	OWNER/DEVELOPER: DANEM GROUP, LLC, C/O DANNY NEMER, 8 EMERALD POINTE, LINDEN, MI 48451, PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc, 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430, PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM	OVERALL DRAINAGE & STORM SEWER CALCULATIONS OF: FOREST RIDGE ESTATES CONDOMINIUM, PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN	REVISIONS: 12.14.2024; 01.09.2025; 01.09.2025	DRN. BY: J.R.B. 09.06.2024	SHEET NO: C-6
JOB NO. 23-252						DSN BY: J.R.B. "	
						CHK'D BY: J.B.M. "	
						APPR BY: J.B.M. "	

FILE: JOBS/23-252/DG/SECTION 20/CITY OF LINDEN/DRAINAGE AREA CALCS.DWG — C-6

FOREST RIDGE ESTATES CONDOMINIUM - CITY OF LINDEN
DETENTION BASIN STORAGE VOLUME CALCULATIONS OVERALL SITE

Site Drainage Area =	**1,502,813**	**Sft**	**34.500**	**Acres**
Weighted Runoff Coefficient				
On-site Type of Surfaces	Total Sft	Multiply	Runoff Coeff	Value
Lawn Area	1,159,180	x	0.30	347,754
Pavement Area	121,405	x	0.95	115,335
Roof Area	217,500	x	0.95	206,625
Open Water Area (Sediment Trap)	4,728	x	0.99	4,681
Gravel Area	0	x	0.85	0
Totals	**1,502,813**			**674,394**
Weighted "C" Formula = 674,394 / 1,502,813 = 0.44875 = 0.45				
Site Weighted "C" Factor Used =			**0.450**	
Q Allowable (Per Genesee County Drain Commissioner)				
Q Allowable (Qa)		=	**0.20**	**Cfs/Acre**
Overall Drainage Area (OA-DA) Qa (Max Discharge)=		34.50 x 0.20 =	**6.9000**	**Cfs**

Total Volume of Storage Required for Water Quality Volume (Part 'A') = 11,392 Cft
Total Volume of Storage Required for 2 Year-24 Hour Event (Part 'B') = 18,888 Cft
Total Volume of Storage Required for 100 Year Storm (Part 'C') = 143,451 Cft
Per Rational Method & DNRE for Calculating Basin Volumes (See Charts This Sheet)

Overall Detention Basin Design Summary			
Total Storage Volume Provided for the 100 Year Storm =	**Vt Prov'd =**	**144,302**	**Cft**
100 Year Highwater Elevation Proposed/Used =	**Elevation =**	**873.00**	**(Prop HW)**
Freeboard Elevation Proposed/Used =	**Elevation =**	**874.00**	**(Prop FB)**
Detention Basin Outlet Invert Elevation =	**Elevation =**	**868.75**	**Outlet Invert**
PART C: (Flood Protection) 100 Year Storage Volume Required			
Cw = (Per Above Weighted Runoff Coefficient)=	**Cw =**	**0.450**	**"C" Weighted**
Tc (Max Time Storage Occurs) = (Per Rational Method Spreadsheet)=	**Time (Tc) =**	**180.00**	**Minutes**
Vreq = ((Cw*Ino*A)-Qout)*T*60 = ((0.45*1.30*34.50)-6.9)x180x60=	**Volume Req'd**	**143,451**	**Cft (100 Year)**
100 Year Highwater Elevation Calculated =	**Elevation =**	**872.98**	**Calc'd HW**
Prop Rim Elevation of Emergency Overflow Stand Pipe (SP-2)=	**Elevation =**	**873.00**	**Rim SP-2**
PART B: (Channel Protection) 2 Year/24 Hour Event Storage Volume			
2 Year/24 Hour Event Volume Required (See Spreadsheet This Sheet)	**Volume =**	**18,888**	**Cft**
2 Year/24 Hour Event Elevation Calculated =	**Elevation =**	**869.53**	**Elevation**
Proposed Rim Elevation of First Stand Pipe (SP-1) =	**Elevation =**	**870.45**	**Rim SP-1**
PART A: (Sediment Treatment) Volumetric Runoff Coeficient (Rv) & Water Quality Volume (WQV)			
Percent Impervious = 3.367 Ac / 10.149 Ac =	**Imp =**	**0.3318**	**Percent**
Rv = 0.05 + 0.009(Imp) = 0.05 + 0.009(33) =	**Rv =**	**0.3470**	**Average 'CN'**
WQV Volume Equation = P * Rv * A(sft)/12 = 0.9*0.347*437,725/12=	**WQV Cft =**	**11,392**	**Total Volume**
WQV Volume Required below Outlet Invert (Min 20% of Total) =	**Min WQV =**	**2,278**	**Volume Req'd**
WQV Volume Total Provided below Outlet Invert =	**WQV 42% =**	**4,728**	**Volume Prov'd**
Water Quality Volume Elevation Calculated =	**Elevation =**	**869.238**	**Calc'd Elev**
Proposed 24 Inch Perforated Riser Design (PARTS A & B)			
Water Quality Volume Outlet Discharge Formula			
Q_{WQV} = WQVvol / 24 Hrs / 3600 Sec = 11,392/24/3600	Q_{WQV} =	0.1319	Cfs
h(avg) = 2/3 (WQVelev - Outlet Invert) = 2/3(869.24-868.75) =	h(avg) =	0.325	Ft
A = QWQV/0.62SQRT(64.4 x h(avg))=0.1319/0.62SQRT(64.4x0.433)=	A =	0.04646	Sft
Orifice Area = 1-3/8 inch Diameter	Orifice =	0.0103065	Sft
A / Orifice = 0.04026/0.0054514 =	# Holes Req'd =	4.51	5 Holes
Number of Holes Actually Used/Provided =	**# Holes Prov'd=**	**2.00**	**Holes**
Invert Elevation of 1-3/8 Inch Diameter Holes =	**Invert =**	**868.75**	**Elevation**
2 Year/24 Hour Event Volume Flood Control Formula			
h(avg) = 2/3 (2/24elev - Outlet Invert) = 2/3(870.45-868.75) =	h(avg) =	1.133	Ft
Q90 = 0.62(#WQVholes)(Orifice diameter)SQRT(64.4xh(avg))=	Q90 =	0.10918	Cfs
T90 = (1 sec/Q90)(1hr/3600sec)(2/24vol) =	**T = (Time)**	**48.1**	**Hours Held**
Volume Held = (Q90)(48hrs)(3600sec/hr) =	**Volume Held =**	**18,867**	**Cft**
Remaining Volume = 2/24 Volume - Held Volume = 18,888-18,867=	Remain Vol =	21	Cft
Outlet Pipe Flow Design (Restrictor Pipe)			
Qtotal Formula = 0.62A x (2gh)^0.5			
Acceleration due to Gravity	**g =**	**32.2**	**Feet/Sec2**
Head on Pipe	**H =**	**3.78**	**Ft**
Diameter of Restrictor Cap Size	**D =**	**11.2500**	**Inch**
Actual Diameter of Restrictor Cap (In Inches)	**D =**	**11**	**Inch**
Cross-section area of pipe	**A =**	**0.6899**	**SFT**
Actual Q Discharge for Site Drainage Area	**Qa =**	**6.6752**	**CFS**
Total Site Q Allowable for Site Drainage Area	**Qa =**	**6.90**	**CFS**
Invert Elevation of Restrictor Pipe =	**Invert =**	**868.75**	**Elevation**

Calculations for Stormwater Runoff Volume Control (2-Year, 24-Hour Event)

SITE NAME: FOREST RIDGE ESTATES CONDOMINIUM

Total Site Disturbed Area: 9.076 Acres 395,335.00 Sq Ft (Ft2)

2-Year, 24-Hour Rainfall): 2.26 Inches

(See Rainfall Tab for regional rainfall value or site specific rainfall event may be substituted with DNRE approval)

Pre-Development Conditions

Cover Type	Soil Type	Area (sf)	Area (ac)	CN (from TR-55)	S	Q Runoff[1] (in)	Runoff Vol [2] (ft³)
Formulas					$\frac{1000}{CN}-10$	$\frac{(P-0.2S)^2}{(P+0.8S)}$	$Q\times 1/12\times A$
Woods	C	278720	6.399	70	4.3	0.345958241	8035.456736
Open Space (Lawn Areas)	C	57750	1.326	74	3.5	0.478261754	2301.634691
Woods	D	35095	0.806	77	3.0	0.594507903	1738.687905
Open Space (Lawn Areas)	D	23770	0.546	80	2.5	0.72713615	1440.335524
Impervious: Pavement & Buildings	N/A	0	0.000	98	0.2	2.03228931	0
Pre-Deveopment Total:	**N/A**	**395335.0**	**9.076**	**N/A**	**N/A**	**N/A**	**13,516**

Post-Development Conditions

Cover Type	Soil Type	Area (sf)	Area (ac)	CN*	S	Q Runoff[1] (in)	Runoff Vol [2] (ft³)
Impervious: Pavement & Buildings	N/A	132904	3.051	98	0.2	2.03228931	22508.28154
Woods	C	79625	1.828	70	4.3	0.345958241	2295.577076
Open Space (Lawn Areas)	C	164056	3.766	74	3.5	0.478261754	6538.475858
Woods	D	6685	0.153	77	3.0	0.594507903	331.1904444
Open Space (Lawn Areas)	D	12065	0.277	80	2.5	0.72713615	731.0748044
Post-Development Total:	**N/A**	**395335.0**	**9.076**	**N/A**	**N/A**	**N/A**	**32,405**
Runoff Volume Increase (ft³):			**18,888**				

Runoff Volume Increase = (Post-Dev. Runoff Volume) MINUS (Pre-Dev. Runoff Volume)

GENESEE COUNTY DRAIN COMMISSIONER - 100 YEAR STORM VOLUME REQUIRED

RATIONAL METHOD		**Q=CIA**			Area=	**34.5**
DETENTION POND VOLUME CALCULATIONS					Cw=	**0.45**
FOR: FOREST RIDGE ESTATES CONDOMINIUM					Qout=	**6.9000**
Time conc min	**I 100**	CwA	Qin	Qout/Qallow	Qin-Qout Ft^3/s	V=(Qin=Qout)*Tc*60 Ft^3
80	2.30	15.53	35.71	6.900	28.81	138,276.00
100	1.90	15.53	29.50	6.900	22.60	135,585.00
130	1.60	15.53	24.84	6.900	17.94	139,932.00
160	1.40	15.53	21.74	6.900	14.84	142,416.00
170	1.35	15.53	20.96	6.900	14.06	143,399.25
180	1.30	15.53	20.18	6.900	13.28	143,451.00
190	1.25	15.53	19.41	6.900	12.51	142,571.25
200	1.20	15.53	18.63	6.900	11.73	140,760.00
230	0.95	15.53	14.75	6.900	7.85	108,312.75

FOREST RIDGE ESTATES CONDOMINIUM - WATER QUALITY VOLUME (WQV)

WQV Storage Volume Provided at and below Outlet Elevation - 868.75 (Part A Requirement)

ELEVATION	SURFACE AREA (SFT)	COMBINED AREA (SFT)	AVERAGE AREA (SFT)	DEPTH (FT)	CUMLATIVE VOLUME (CFT)	TOTAL VOLUME (CFT)	NOTES
868.50	17645					0.0	SED TRAP
868.75	20183	37828.0	18914.0	0.25	4728.5	**4728.5**	OUTLET INVERT
4,728 CFT (42%) OF WQV STORAGE PROVIDED > 20% OF 11,392 CFT WQV STORAGE REQUIRED							

FOREST RIDGE ESTATES CONDOMINIUM - OVERALL DETENTION BASIN VOLUME

100 Year Storage Volume Provided at and below Highwater Elevation - 873.00 (Part C Requirement)

ELEVATION	SURFACE AREA (SFT)	COMBINED AREA (SFT)	AVERAGE AREA (SFT)	DEPTH (FT)	CUMLATIVE VOLUME (CFT)	TOTAL VOLUME (CFT)	NOTES
868.75	20183					0.0	OUTLET INVERT
869.00	22423	42606.0	21303.0	0.25	5325.8	5325.8	STORAGE
870.00	28640	51063.0	25531.5	1.00	25531.5	30857.3	STORAGE
871.00	34755	63395.0	31697.5	1.00	31697.5	62554.8	STORAGE
872.00	40885	75640.0	37820.0	1.00	37820.0	100374.8	STORAGE
873.00	46970	87855.0	43927.5	1.00	43927.5	**144302.3**	**100 YEAR HW**
874.00	53394	100364.0	50182.0	1.00	50182.0	194484.3	**FREEBOARD**
144,302 CFT OF STORAGE PROVIDED > 143,451 CFT OF STORAGE REQUIRED FOR 100 YEAR STORM							

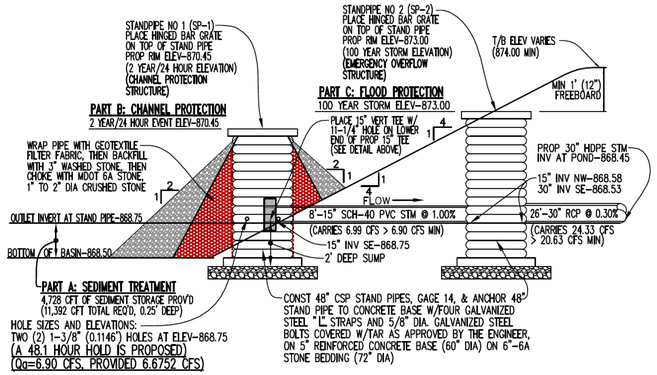
FOREST RIDGE ESTATES CONDOMINIUM - DETENTION BASIN OUTLET DESIGN

Manning Equation: $Q = (1.486/n)\ A\ (Rh^{2/3})\ S^{1/2}$ Q = C I A I = 175 / (T + 25)

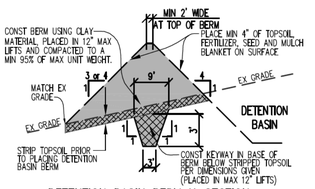
Name: FREC - CITY OF LINDEN
By: JRB / JBM
Date: September 6, 2024
Revised: December 14, 2024

DRAINAGE STRUCT (DS) or STANDPIPE STRUCT (SP)		TOTAL FLOW	PIPE CAPACITY FLOWING FULL	DIAMETER OF PIPE	LENGTH OF PIPE TO NEXT STRUCT	SLOPE OF PIPE	VELOCITY OF FLOW	TIME OF FLOW	INVERT ELEV: UPPER END PIPE INVERT ELEVATION	INVERT ELEV: LOWER END PIPE INVERT ELEVATION	STRUCTURE INFO: STRUCTURE RIM ELEVATION	STRUCTURE INFO: STRUCTURE DIAMETER (INCHES)	STRUCTURE INFO: STRUCTURE COVER TYPE
	TOTAL DRAINAGE ALLOWABLE OUTFLOW AT STANDPIPE NO. 1 (SP-1) & 100 YEAR STORM - EMERGENCY OVERFLOW AT STANDPIPE NO. 2 (SP-2)	CFS	CFS	INCH	FEET	%	FT/SEC	MIN					
SP-1 (2/24)	SITE DRAINAGE AREA = 34.50 ACRES 34.50 x 0.20 (Qa) = 6.90 cfs	6.90	6.99	**15**	**17.0**	**1.00**	5.70	0.05	**868.75**	**868.58**	**870.45**	48" CSP	TRASH GRATE
SP-2 (100 YR)	OVERFLOW PIPE MUST CARRY 20.63 CFS (Qin from Basin at 180 Min = 20.63 cfs)	20.63	24.33	**30**	**26.0**	**0.30**	4.96	0.09	**868.53**	**868.45**	**873.00**	48" CSP	TRASH GRATE
ES-2	**END OF PROP 30" HDPE STORM OUTLET PIPE AT LINDEN MILL POND**								**868.45**		N/A	N/A	SES
NOTE:	**USE 15" PVC PIPE BETWEEN SP-1 & 2, PLACE 15" TEE ON UPSTREAM END OF 15" PVC OUTLET PIPE (SP-1) WITH 11-1/4" HOLE**												

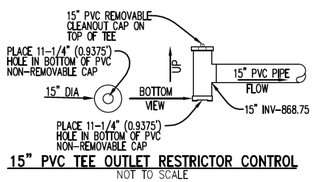
NOTE: EXTREME CARE MUST BE EXERCISED TO ENSURE THE INTEGRITY OF THE STRUCTURE, AND THAT THE 1-3/8" (0.1146") HOLES IN THE STANDPIPE ARE PROTECTED WITH WIRE MESH AND DO NOT BECOME CLOGGED WITH SEDIMENT. THE CONTRACT SHALL CLEANOUT SEDIMENT ON REGULAR BASIS DEPENDING UPON SEDIMENT COLLECTED IN POND.



DETAIL FOR STAND PIPE OUTLET IN OVERALL DETENTION BASIN FOR STORMWATER RUNOFF/STORAGE CONTROL



DETENTION BASIN BERM X-SECTION
WHEN BERM IS ABOVE EXISTING GRADE



15" PVC TEE OUTLET RESTRICTOR CONTROL
NOT TO SCALE

NOPTH

ΓΡΑΠΗΙΧ ΣΧΑΛΕ
30 0 15 30
(IN FEET)
1 inch = 30 ft.

DETENTION BASIN CONSTRUCTION NOTES:

13 1. PLACE 3 SQUARE YARDS OF PLAIN STONE RIPRAP AT EACH DETENTION BASIN STORM SEWER PIPE INLET LOCATION.

13 2. THE PROPOSED DETENTION BASIN CORNER SPILLWAYS SHALL BE PLAIN STONE RIPRAP or COBBLESTONE (MINIMUM 6 INCH DIAMETER) PLACED OVER FILTER FABRIC, ON A PREPARED BASE, MINIMUM 4 FEET WIDE THE ENTIRE BASIN SIDE SLOPE.

3. CLEAN AREA AND REMOVE ALL TREES AND BRUSH WITHIN DETENTION BASIN AREA AND REMOVE DEBRIS FROM SITE.

4. DETENTION BASIN SIDE SLOPES SHALL HAVE 1 ON 4 MAXIMUM SIDE SLOPES FROM THE TOP OF BANK (LEAST FREEBOARD ELEVATION).

6 5. PLACE 4 INCHES OF TOPSOIL, FERTILIZER, SEED, AND PLACE/TACK THE MULCH BLANKET ON ALL DETENTION BASIN SIDE SLOPES TO THE TOE OF THE BASIN AND ANY DISTURBED AREA AROUND DETENTION BASIN.

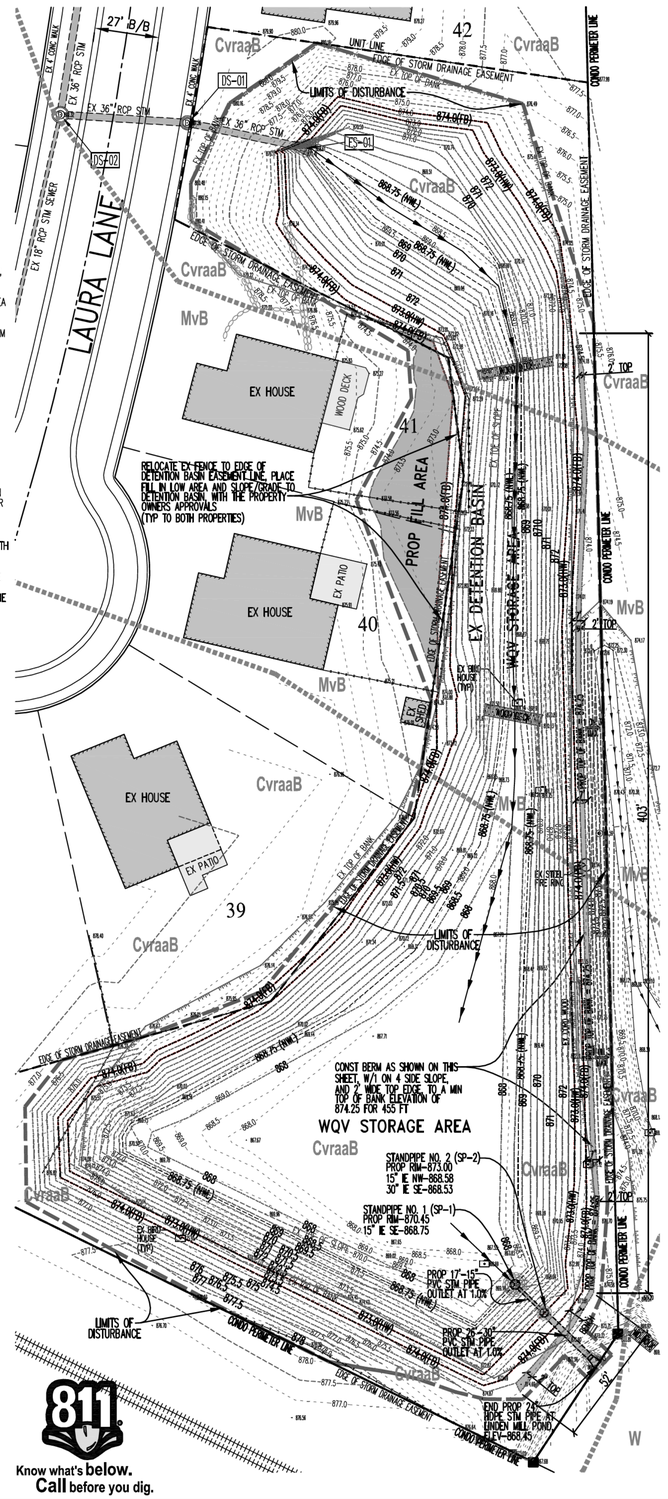
6 8 6. BOTTOM OF DETENTION BASIN SHALL HAVE 3-4 INCHES OF TOPSOIL, THEN SODDED or PLACE FERTILIZER, SEED AND PLACE/TACK MULCH BLANKET WITHIN 48 HOURS OF FINAL GRADE.

7. FOR SIDE SLOPES AND THE TOP OF THE BANK OF THE PROPOSED DETENTION BASIN ARE A HIGHER ELEVATION THEN THE EXISTING GRADE, THEN THE DETAIL SHOWN ON THIS SHEET SHALL BE IMPLEMENTED WITH KEYING AND COMPACTING.

8. THE OWNER or CONTRACTOR SHALL OBTAIN THE SOIL EROSION & SEDIMENTATION CONTROL PERMIT or WAIVER FROM GENESEE COUNTY DRAIN COMMISSIONER – WATER AND WASTE SERVICES, SOIL EROSION CONTROL DEPARTMENT.

9. SEE THIS SHEET FOR THE PROPOSED 48 INCH CORRUGATED STEEL PIPE (CSP) STAND PIPE OUTLET STRUCTURE DETAILS, SIZE & PLACEMENT OF HOLES, ALONG WITH THE PROPOSED ELEVATIONS OF EACH ITEM.

10. THIS IS A PRIVATE STORMWATER DETENTION BASIN SYSTEM FOR THE EXCLUSIVE USE FOR FOREST RIDGE GLENS CONDOMINIUMS, AND FOR FOREST RIDGE ESTATES CONDOMINIUMS. THE COUNTY WILL ONLY REVIEW THE OUTLET CALCULATIONS FOR THE PROJECT.



Know what's below. Call before you dig.

FILE: JOBS/23-252/DG/SECTION 20/CITY OF LINDEN/DETENTION BASIN.DWG – C-7

SCALE: 1"=30'

JOB NO. 23-252

OWNER/DEVELOPER:
DANEM GROUP, LLC
C/O DANNY NEMER
8 EMERALD POINTE, LINDEN, MI 48451
PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com

PART OF THE NORTH 1/2, SECTION 20, T5N-R6E
CITY OF LINDEN, GENESEE CO, MI

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

OVERALL DETENTION BASIN CALCULATIONS OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

REVISIONS	DRN. BY:	J.R.B.	09.06.2024
12.14.2024	DSN BY:	J.R.B.	"
01.09.2025	CHK'D BY:	J.B.M.	"
	APPR BY:	J.B.M.	"

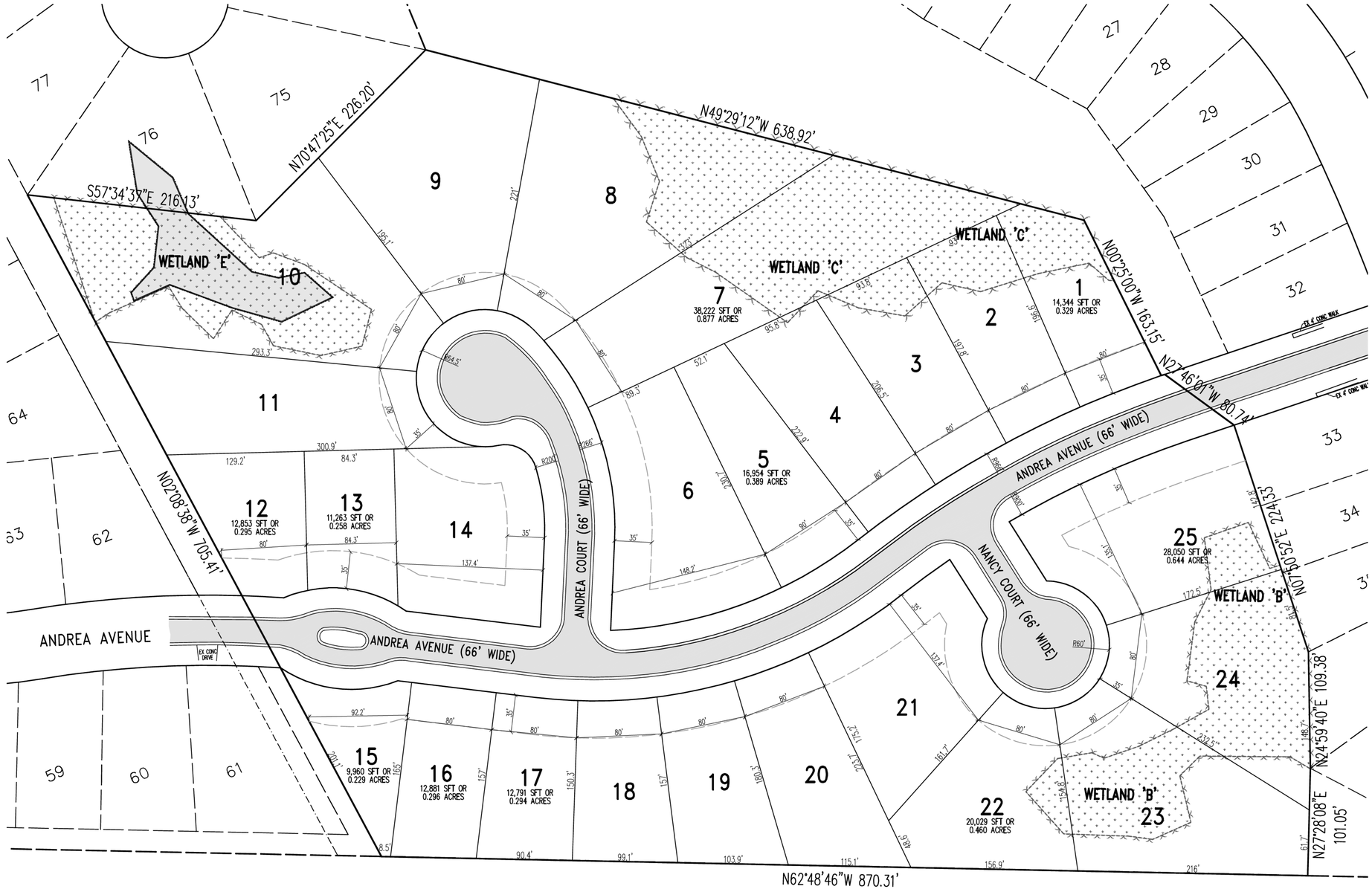
SHEET NO: C-7

NOPTH

ΓΡΑΠΗΙΧ ΣΧΑΛΕ
50 0 25 50
(IN FEET)
1 inch = 50 ft.

INFORMATIONAL PARALLEL SITE PLAN LAYOUT OF:
FOREST RIDGE ESTATES CONDOMINIUM
PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

NOTE: THIS PROPERTY OR SITE WAS ORIGINALLY A PART OF THE FOREST RIDGE GLEN CONDOMINIUM SITUATED EAST AND NORTHEAST OF SITE. DUE TO THE ECONOMY BETWEEN 2004 AND 2008 THE SITE WAS NEVER FULLY FINALIZED. PROTECTION AND PRESERVATION OF THE NATURAL RESOURCES AND FEATURES WAS ALSO A PART OF THE ORIGINAL OVERALL DESIGN.



L E G E N D

- SET IRON #55012
- FOUND IRON
- FOUND CONCRETE MONUMENT
- (M) MEASURED
- (R) RECORDED
- EX UTILITY POLE W/GUY WIRE
- EX OVERHEAD POWERLINES
- EX STORM MANHOLE/CATCHBAIN
- EX STORM SEWER
- EX STORM LEAD
- EX SANITARY MANHOLE
- EX SANITARY SEWER
- EX SANITARY LEAD
- EX WATERMAIN
- EX WATERMAIN LEAD
- EX FIRE HYDRANT
- EX WATER MANHOLE
- EX GATEVALVE
- EX TREE LINE
- –883– EX SURFACE CONTOUR
- EX GAS, TELE, ELECTRIC
- EX UTILITY PEDESTAL
- EX WOOD/VINYL FENCE
- EX GASMAIN MARKER
- ASPH ASPHALT
- CONC CONCRETE
- B/B BACK TO BACK
- R/W RIGHT OF WAY
- EX EXISTING
- P.O.B. POINT OF BEGINNING
- EX PAVEMENT AREAS
- EX OPEN SPACE
- CONSERVATION EASEMENT
- PROP CONC SIDEWALK

NOTES:

1. SECTION 3.6.4.(3) REQUIRES MONUMENTS TO BE PROVIDED AND SET AT ALL BOUNDARY CORNERS AND DEFLECTION POINTS AND AT ALL ROAD RIGHT–OF–WAY INTERSECTION CORNERS AND DEFLECTION POINTS. LOT IRONS SHALL BE SET AT ALL CONDOMINIUM LOT/UNIT CORNERS AND DEFLECTION POINTS OF CONDOMINIUM LOT/UNIT LINES. MONUMENT LOCATIONS ARE MARKED THUS "■". 1/2" x 18" LONG RE–RODS ARE MARKED THUS "●".

2. SECTION 7.2.9.(1) REQUIRES ALL PUBLIC OR PRIVATE STREETS TO BE LANDSCAPED WITH A MINIMUM OF ONE TREE FOR EVERY 50 LINEAL FEET, OR FRACTION THEREOF. TOTAL TREES REQUIRED = 1530 FT x 2 = 3,060 FT/50 = 61.2 or 62 TREES TOTAL, USING A MIX OF DECIDUOUS AND CONIFEROUS TREES. (SEE SHEET C–4)

WELLHEAD PROTECTION PROGRAM STATEMENT:

ACCORDING TO THE DEPARTMENT OF ENVIRONMENT, GREAT LAKE, AND ENERGY (EGLE) MAP OF WELLHEAD PROTECTION AREAS, THIS SITE LIES IN THE WSSN 03890. BEST MANAGEMENT PRACTICES SHOULD BE USED DURING CONSTRUCTION ACTIVITIES, FOR OUTDOOR STORAGE, INCLUDING FUEL STORAGE, AND FOR STORMWATER MANAGEMENT. PLEASE REVIEW THE WELLHEAD PROTECTION OF THE CITY OF LINDEN AND/OR GENESEE COUNTY CODE OF ORDINANCES MUST BE FOLLOWED FOR ALL ACTIVITIES ON THE SITE, WHICH INCLUDE NEVER DISPOSING OF UNWANTED CHEMICALS BY POURING THEM DOWN THE DRAIN, ON THE GROUND, OR INTO AN ABANDONED WELL. ALSO KEEP KITTY LITTER ON HAND TO ABSORB LIQUID SPILLS FROM HAZARDOUS PRODUCTS OR CAR PRODUCTS.

SITE PLAN NOTES:

1. THE VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

2. TOTAL PROPERTY AREA = 651,603 SFT or 14.96 ACRES

3. THE CURRENT SITE HAS EXISTING STORM, SANITARY, WATER, GAS, ELECTRIC, TELEPHONE & CABLE INSTALLED THROUGHOUT, AND AS–BUILTS HAVE BEEN SUBMITTED TO THE CITY OF LINDEN. THE ROADS HAVE BEEN INSTALLED, BUT THE FINAL ASPHALT TOP COAT HAS NOT BEEN PLACED AT THIS TIME.

4. ALL SANITARY SEWER LEAD, AND WATER LEAD CONSTRUCTION/CONNECTIONS REQUIRE A CITY OF LINDEN PERMIT CONNECTION APPLICATION FROM THE DEPARTMENT OF PUBLIC WORKS AND WATER DEPARTMENT, AND WILL ALSO REQUIRE A FINAL INSPECTION BY THE CITY WATER AND WASTEWATER DEPARTMENT PRIOR TO FINAL APPROVALS.

5. NO OUTDOOR LONG TERM STORAGE IS ALLOWED ON THE SITE, AND ON–SITE BURNING WILL NOT BE ALLOWED.

6. AFTER ALL PROPOSED CONSTRUCTION WORK IS COMPLETED, THE CONTRACTOR MUST CLEAN ALL DISTURBED PAVEMENT AREAS, VACUUM OUT ALL CATCHBASIN SUMPS, SEED ALL DISTURBED LAWN AREAS, AND REMOVE TEMPORARY SOIL EROSION CONTROL ITEMS.

7. NO LANDSCAPE IRRIGATION IS PROPOSED FOR THE DEVELOPMENT.

SITE DATA (CURRENT PROPERTY):

1. OVERALL PROPERTY = 651,603 SFT or 14.96 ACRES
2. USEABLE SITE AREA = 651,603 SFT or 14.96 ACRES
3. OPEN SPACE AREA = 0 SFT or 0 ACRES
4. WETLAND SITE AREA = 46,893 SFT or 1.07 ACRES

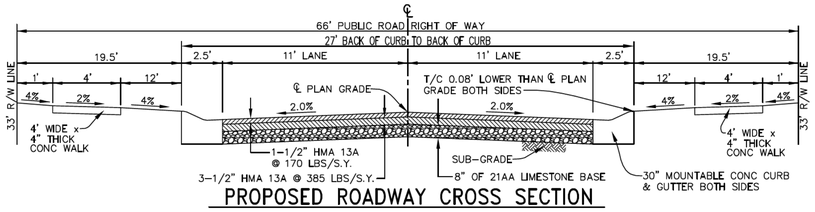
SITE DATA (USING R–2 ZONING):

TOTAL SITE AREA = 14.96 ACRES
EXISTING SITE ZONING = R–2 (RESIDENTIAL DISTRICT)
PROPOSED TOTAL NO. OF UNITS = 25 UNITS
MINIMUM LOT AREA = 9,600 SFT OR 0.22 ACRES
MINIMUM LOT WIDTH = 80 FEET
SETBACKS REQUIREMENTS:
FRONT = 35 FEET
SIDE = 8 FEET (TOTAL=18 FEET)
REAR = 35 FEET
MAXIMUM LOT COVERAGE = 30%
MAXIMUM BUILDING HEIGHT = 2.5 STORIES OR 35 FEET

SITE DATA NOTES:

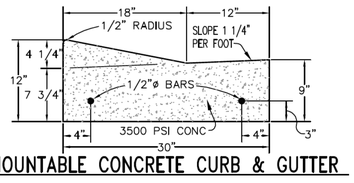
1. USING THIS PARALLEL PLAN 25 UNITS CAN BE CONSTRUCTED, THEREFORE 20% MORE THAN 25 UNITS = 30 UNITS USING OPEN SPACE/CLUSTER SITE PLAN OPTION.

2. UNDER THE PARALLEL PLAN 25 UNITS CAN BE CONSTRUCTED USING 80 FOOT WIDTH AT FRONT SETBACK. UNDER THE OPEN SPACE/CLUSTER SITE PLAN OPTION, WE ARE PROPOSING 60 FOOT WIDE UNITS WHICH ALLOW FOR THE 30 UNITS.



PROPOSED ROADWAY CROSS SECTION

GRAND TRUNK WESTERN RAILROAD



MOUNTABLE CONCRETE CURB & GUTTER

811 Know what's below. Call before you dig.

SCALE: 1"=50'	OWNER/DEVELOPER: DANEM GROUP, LLC C/O DANNY NEMER 8 EMERALD POINTE, LINDEN, MI 48451 PHONE: 810.577.6848 EMAIL:cedarcreekconstructionllc@gmail.com	PART OF THE NORTH 1/2, SECTION 20, T5N–R6E CITY OF LINDEN, GENESEE CO, MI	Fenton Land Surveying & Engineering, Inc 14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430 PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM	INFORMATIONAL PARALLEL SITE PLAN LAYOUT OF: FOREST RIDGE ESTATES CONDOMINIUM PART OF THE NORTH 1/2 OF SECTION 20, T5N–R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN
JOB NO. 23–252				

REVISIONS	DRN. BY:	J.R.B.	11.27.2023	SHEET NO:
12.18.2023	DSN BY:	J.R.B.	"	C-8
05.06.2024	CHK'D BY:	J.P.W.	"	
09.06.2024	APPR BY:	J.B.M.	"	
12.14.2024				

FLSE JOBS/23–252/DG/SECTION 20/CITY OF LINDEN/INFORMATIONAL PARALLEL PLAN.DWG – C–8

GENERAL NOTES & DESIGN CRITERIA

DESIGN LOADS:
* Floor: 40 psf. live, 15 psf. dead — Roof: 30 psf. live, 10 psf. dead — Ceiling: 10 psf. live, 10 psf. dead
* Soil bearing Capacity - 1500 PSF
* Live loads, dead loads, wind loads, snow loads, lateral loads, seismic zoning and any specialty loading conditions will need to be confirmed before construction and adjustments to plans made accordingly. See your local building officials for verification of your specific load data, zoning restrictions and site conditions.

CONCRETE AND FOUNDATIONS:
* All foundation walls and slabs on grade shall be 3000 PSI (28-day compressive strength concrete), unless noted otherwise.
* All interior slabs on grade shall bear on 4" compacted granular fill with 6 mil. polyethylene vapor barrier underneath.
* Provide proper expansion and control joints as per local requirements.
* All 36" x 36" x 18" concrete pads to have (3) #5 rods each way.
* All 48" x 48" x 18" concrete pads to have (4) #5 rods each way.
* Foundation walls are not to be backfilled until properly braced.
* Verify depth of frost footings with your local codes.
* Provide termite protection as required by HUD minimum property standards.
* Foundation bolts must be anchored to sill plate with 1/2" bolts embedded 15" in concrete walls.

REBAR & BOLT SCHEDULE:

BAR SIZE AND SPACING	VERTICAL	HORIZONTAL
8" Wall thickness	#5 @ 16" o.c.	#5 @ 16" o.c.
10" Wall thickness (w-brick)	#5 @ 12" o.c.	#5 @ 16" o.c.

EXTERIOR FILL	BOLT SPACING
0" to 3'-6"	72" o.c.
3'-7" to 6'-0"	48" o.c.
6'-1" to 7'-0"	32" o.c.
Over 7'-0"	Additional engineering may be required

STEEL:
* All structural steel for beams and plates shall comply with ASTM specification A-36.
* All structural steel for steel columns shall comply with ASTM specification A-53 Grade B or A-501.
* All reinforcing steel for concrete shall comply with ASTM specification A-615 Grade 60.
* Provide steel shimns in all beam pockets.
* Steel columns are to be 3" I.D. (inside diameter) unless noted otherwise.

FRAMING MEMBERS:
* Unless noted otherwise, all framing lumber shall have the following characteristics: Fb = 1,000 psi Fv = 75 psi E = 1,400,000 psi
* Contractor to confirm the size, spacing and stress characteristics of all framing and structural members to meet your local code requirements.
* Hole sizes and locations in GluLam or Laminated Veneered Lumber members are to be confirmed by a professional engineer.
* Any structural or framing members not indicated on the plan are to be sized by contractor.
* Double floor joists under all partition walls, unless noted otherwise.
* All subflooring is assumed to be 3/4" thick.-Glued&Nailed
* All exterior walls are dimensioned to outside of 1/2" sheathing.
* All exterior walls are 6" (5 1/2" stud plus 1/2" sheathing), All interior walls are 3 1/2" unless otherwise shown.
* Calculated dimensions take precedence over scaled dimensions.
* All Main level walls are 9'-1 1/8" high unless otherwise noted or implied.
* All angled walls on floor plans are at 45 degree angle, unless otherwise noted.

FRAMING MEMBERS (continued):
* Any wall 12'-0" high or higher shall be 2x6 and balloon framed.
* Unless noted otherwise, above all openings that are:
  (1) Load bearing and less than or equal to 3 ft. ..... use 4x6.
  (2) Load bearing and more that 3 ft. ..... use (2) 2x12 w/1/2" Plywood between.
  (3) Non-load bearing and less than or equal to 6 ft. .....use 4x6.
  (4) Non-load bearing and more than 6 ft. ..... use (2) 2x12 w/1/2" Plywood between.
  (5) All exterior openings use (2) 2x12 w/1/2" Plywood between.
* All trusses to be engineered by truss manufacturer according to the loading indicated on this plan.
* All exterior corners shall be braced in each direction with let-in diagonal bracing or plywood.
* Place (1) row of 1" x 3" cross-bridging on all spans over 8'-0" and (2) rows of 1" x 3" cross-bridging on all spans over 16'-0".
* Collar ties are to be spaced 4'-0" o.c.
* All purlins and kickers are to be 2x6's, unless noted otherwise.
* Any hip or valley rafters over a 28'-0" span are to be Laminated Veneer Lumber (L.V.L.).

MISC. NOTES:
* Prefabricated fireplaces and flues are to be U.L. approved and installed as per manufacturer's specifications.
* All materials, supplies and equipment to be installed as per manufacturer's specifications and as per local codes and requirements.
* Note: Provide proper insulation for all plumbing.
* 1/2" water-resistant drywall around showers, tubs and whirlpools.
* 1/2" drywall on interior walls and ceilings.
* 5/8" type "X" fire code drywall on garage walls and ceilings.
* Windows are called out by glass size only.
* Windows, if not noted, are assumed to be casements.
* Header heights are labeled to bottom of arched transoms
* Confirm window openings for your local egress requirements and minimum light and ventilation requirements.
* Headroom at stairs shall have a minimum clearance of 6'-8" high.
* Provide proper handrails at stairs as per local code.
* The mechanical and electrical layouts are suggested only. Consult your mechanical and electrical contractors for exact specifications, locations and sizes.
* Jog flue to rear of ridge as necessary.
* Note: Provide proper wiring for all electrical appliances, mechanical equipment and whirlpools as per manufacturer's specifications.
* All air conditioner locations may vary depending on restrictive covenants and codes.
* Typical overhang sizes unless noted otherwise on drawing are as follows:
  On pitches of 4/12 - 5/12 - 6/12 = 24" overhang
  7/12 = 20" overhang
  8/12 = 16" overhang
  9/12 = 16" overhang
  10/12 - 11/12 - 12/12 = 12" overhang
* Note: Adjust overhangs to provide clearance for windows to open. Adjust overhangs to maintain a consistent level when the plans call for (2) different pitches at a hip.
* Minor alterations to this plan can be made by builder. Please contact our drafting department for information and price quotes if major changes are required.
* Design Basics, Inc. determines finished square footage by measuring to the outside of all walls. We include: interior fireplaces and every location in which the floor joists project from the foundation. We do not include: window boxes where the floor joists do not project from the foundation; 2-story entries; exterior fireplaces; garage; decks; patios; porches; unfinished storage areas; basements or any other unfinished areas.

ABBREVIATIONS

A/C	Air Conditioner	DISH	Dishwasher	INSUL	Insulation	PROJ	Projection	TRAP	Trapezoid
ADJ	Adjustable	DN	Down	INT	Interior	RAD	Radius	U.L	Underlayment
AWN	Awning	DRY	Dryer	JST	Joist	RAFTS	Rafters	UNEX	Unexcavated
BLDG	Building	EA	Each	LVL	Laminated Veneer Lumber	REFRIG	Refrigerator	WASH	Washer
BSMT	Basement	ENT	Entertainment	LIN	Linen	RM	Room	WD	Wood
BTM	Bottom	EXP	Exposure	MAX	Maximum	SEC	Second	WH	Water Heater
BTW	Between	EXT	Exterior	MBR	Master Bedroom	SHWR	Shower	W.W.M.	Welded Wire Mesh
CANT	Cantilever	FIN	Finished	MICRO	Microwave	S.L	Side Lite		
C.J.	Ceiling Joist	F.J.	Floor Joist	MIN	Minimum	SPP	Sump Pump Pit	@	At
CLG	Ceiling	FLUOR	Fluorescent	MISC	Miscellaneous	STA	Stationary		Line
CEIL	Ceiling	FTG	Footing	O.C.	On Center	STD	Standard	2W	Two Wide
CMU	Concrete Masonry Unit	GALV	Galvanized	O.H.D.	Overhead Door	STL	Steel	3W	Three Wide
C.O.	Cased Opening	GARB	Garbage Disposal	OPNG	Opening	STRUCT	Structural	4W	Four Wide
CONC	Concrete	G & N	Glued & Nailed	PC	Pull Chord	T.C.	Trash Compactor		Center Line
DBL	Double	G.L.	Gluelam Header	PICT	Picture	T & G	Tongue & Groove	W/	With
DH	Double Hung	HDR	Header	POLY	Polyethylene	TRANS	Transom		Diameter

ARTIST CONCEPTION ONLY

Shelton Farm

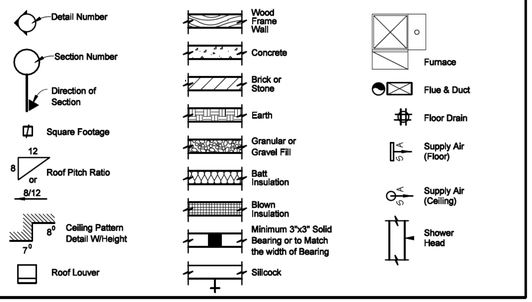
ARTWORK NOT TO SCALE



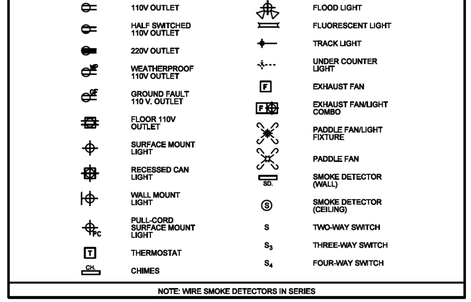
FRONT ELEVATION

SCALE: 1/4" = 1'-0"

SYMBOLS



ELECTRICAL LEGEND



NOTE: WIRE SMOKE DETECTORS IN SERIES

This plan is Designed with HER in mind.

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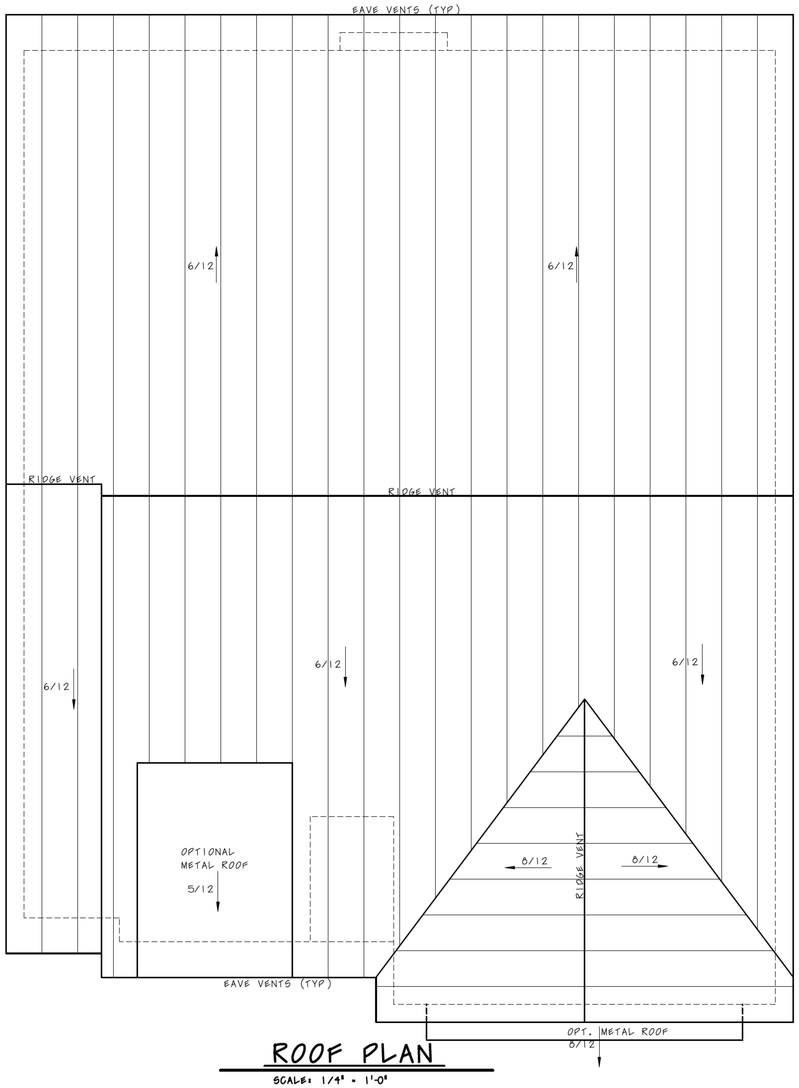
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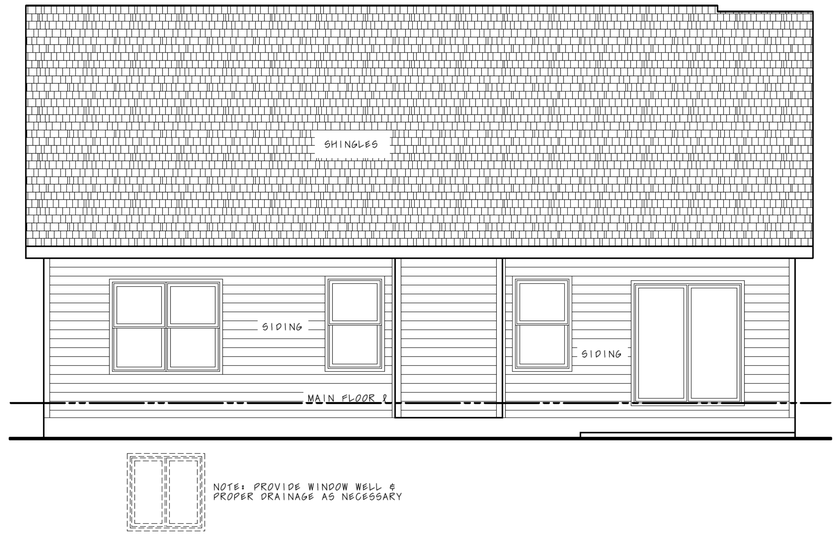
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42392
2X6

SHEET 1 of 5



ROOF PLAN

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

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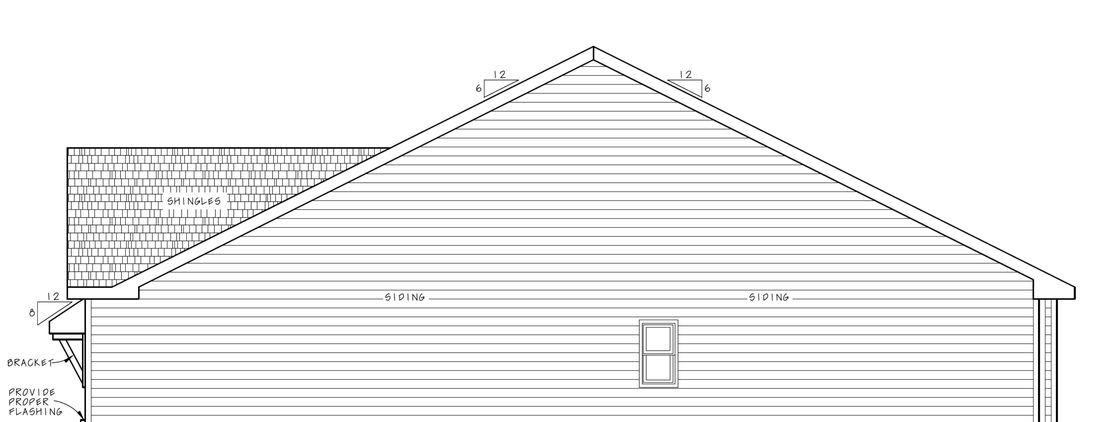
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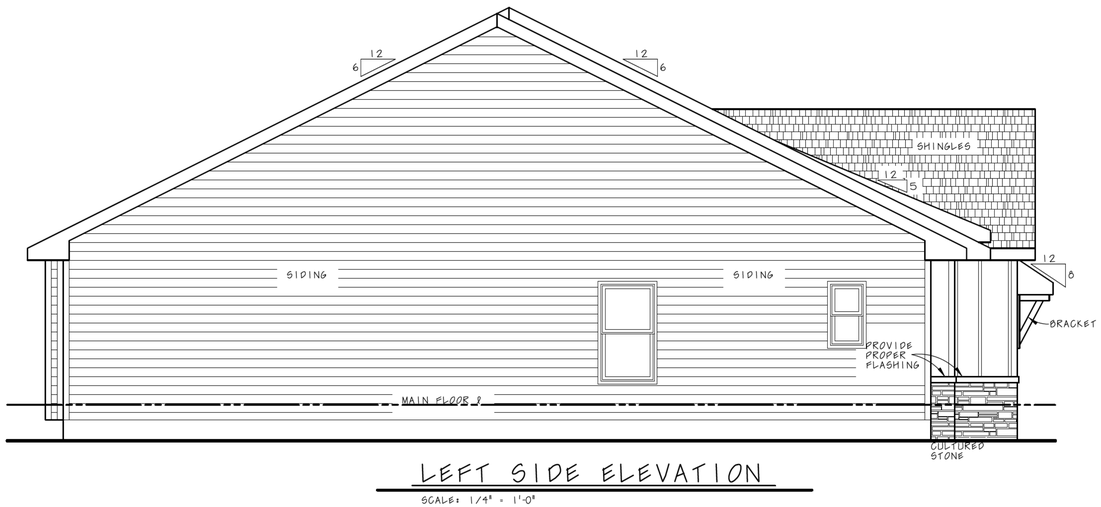
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RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

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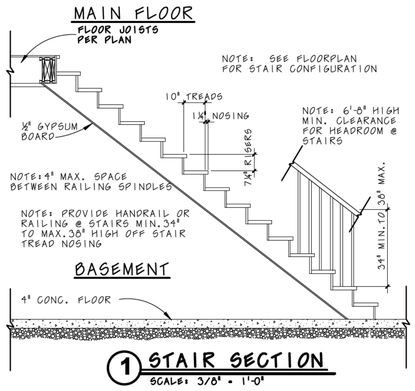
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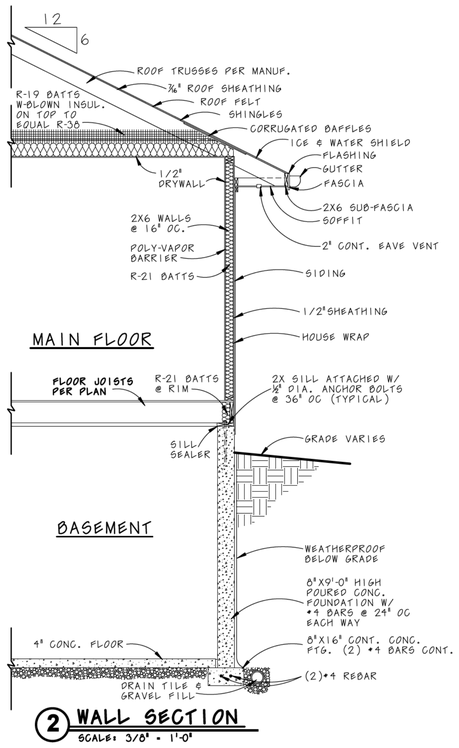
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SHEET
3 of 5



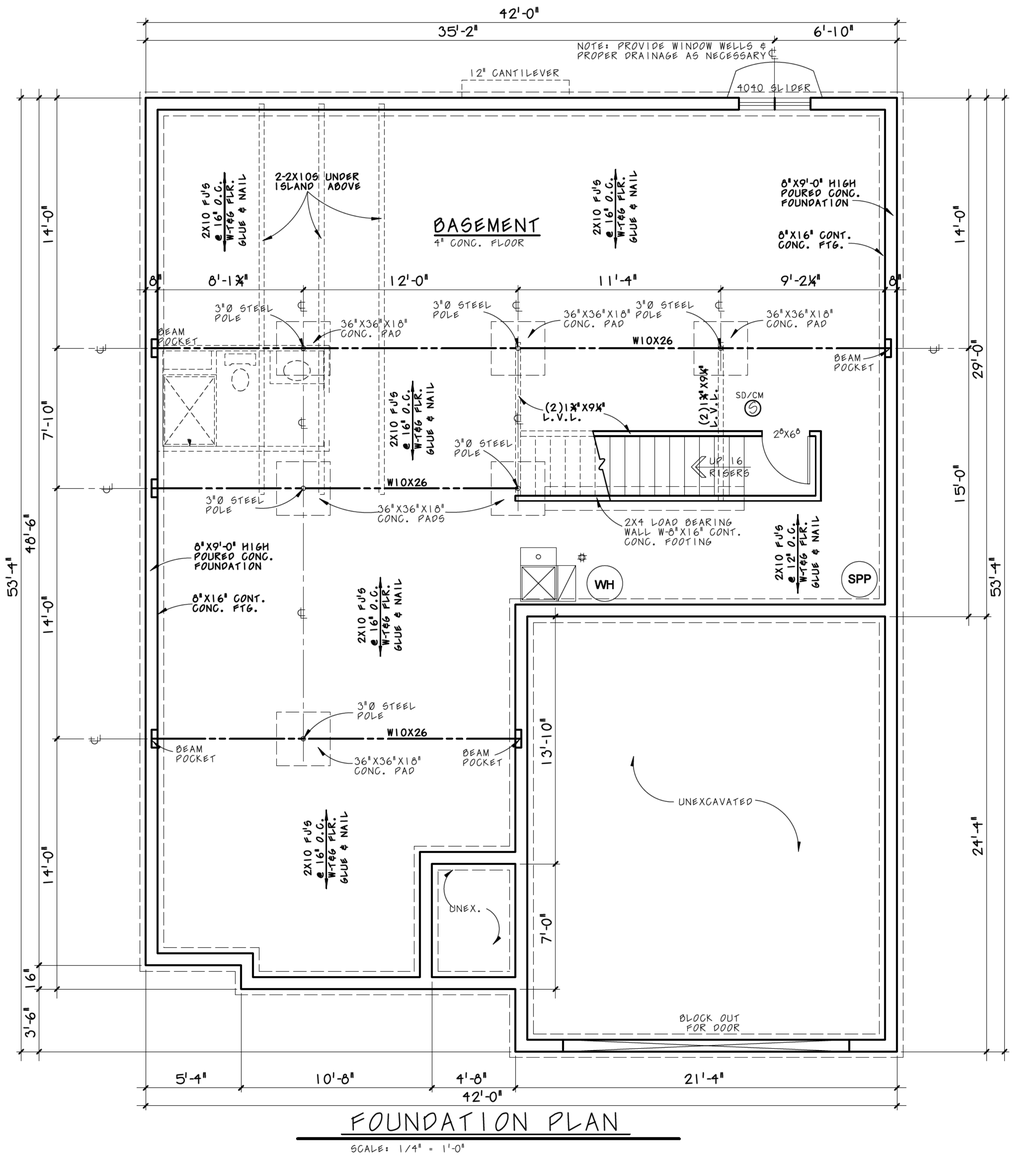
1 STAIR SECTION

SCALE: 3/8" = 1'-0"



2 WALL SECTION

SCALE: 3/8" = 1'-0"



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

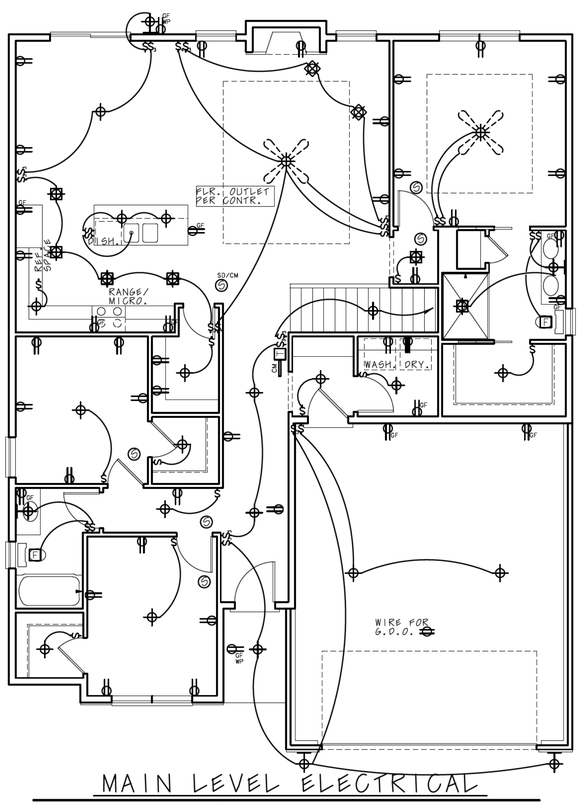
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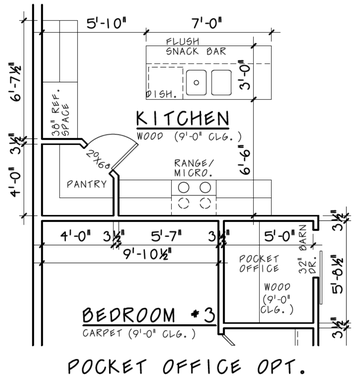
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MAIN LEVEL ELECTRICAL

SCALE: 3/16" = 1'-0"



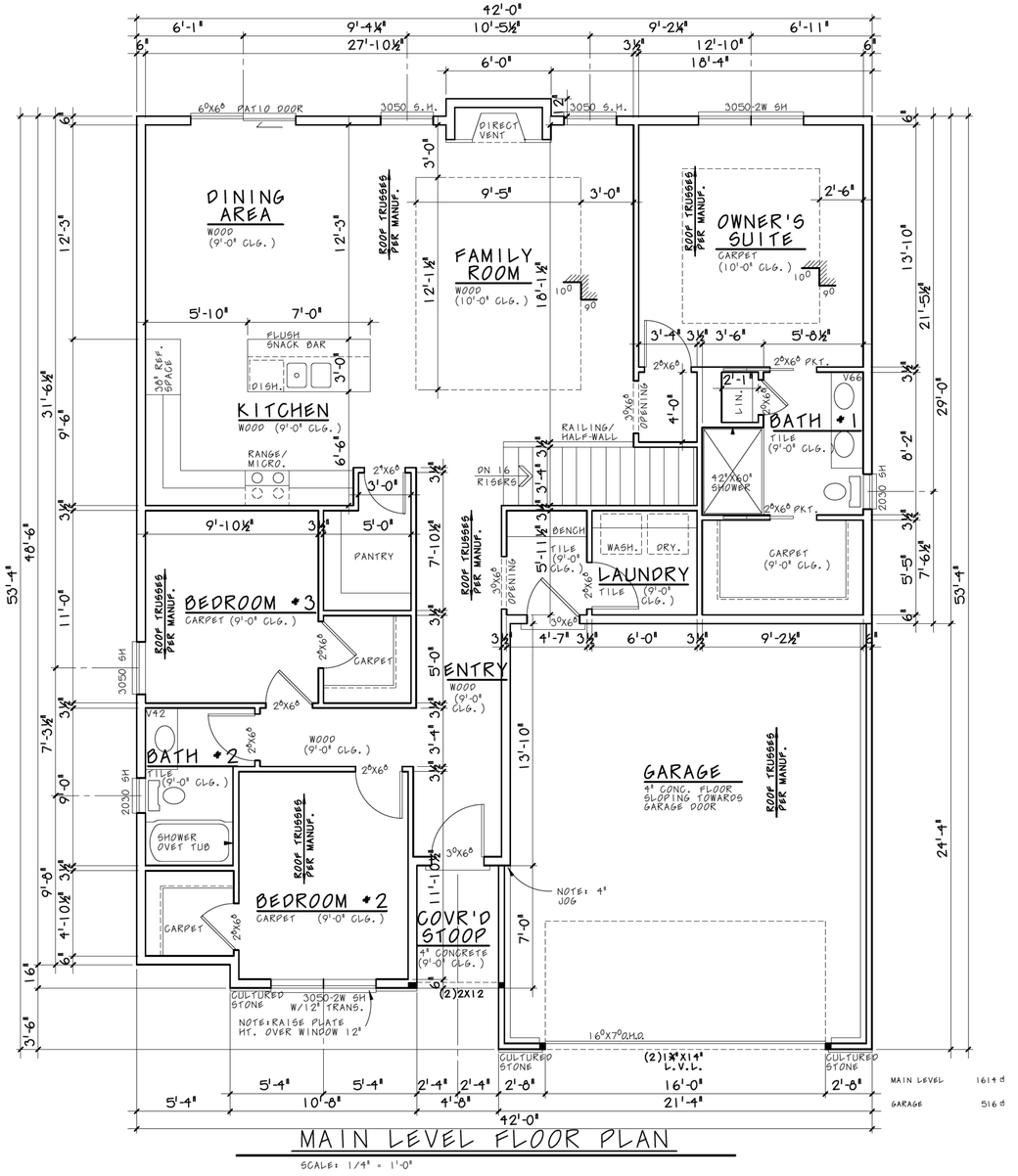
POCKET OFFICE OPT.

NOTE: ALL EXTERIOR WALLS ARE 6" (5½" STUD +½" SHEATHING) ALL INTERIOR WALLS ARE 3½" UNLESS OTHERWISE SHOWN

NOTE: ALL MAIN FLOOR WALLS ARE 9'-1⅛" HIGH UNLESS NOTED OTHERWISE

NOTE: ALL ANGLED WALLS ARE @ 45°

NOTE: ALL LVL'S ARE 1.9E OR BETTER



MAIN LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

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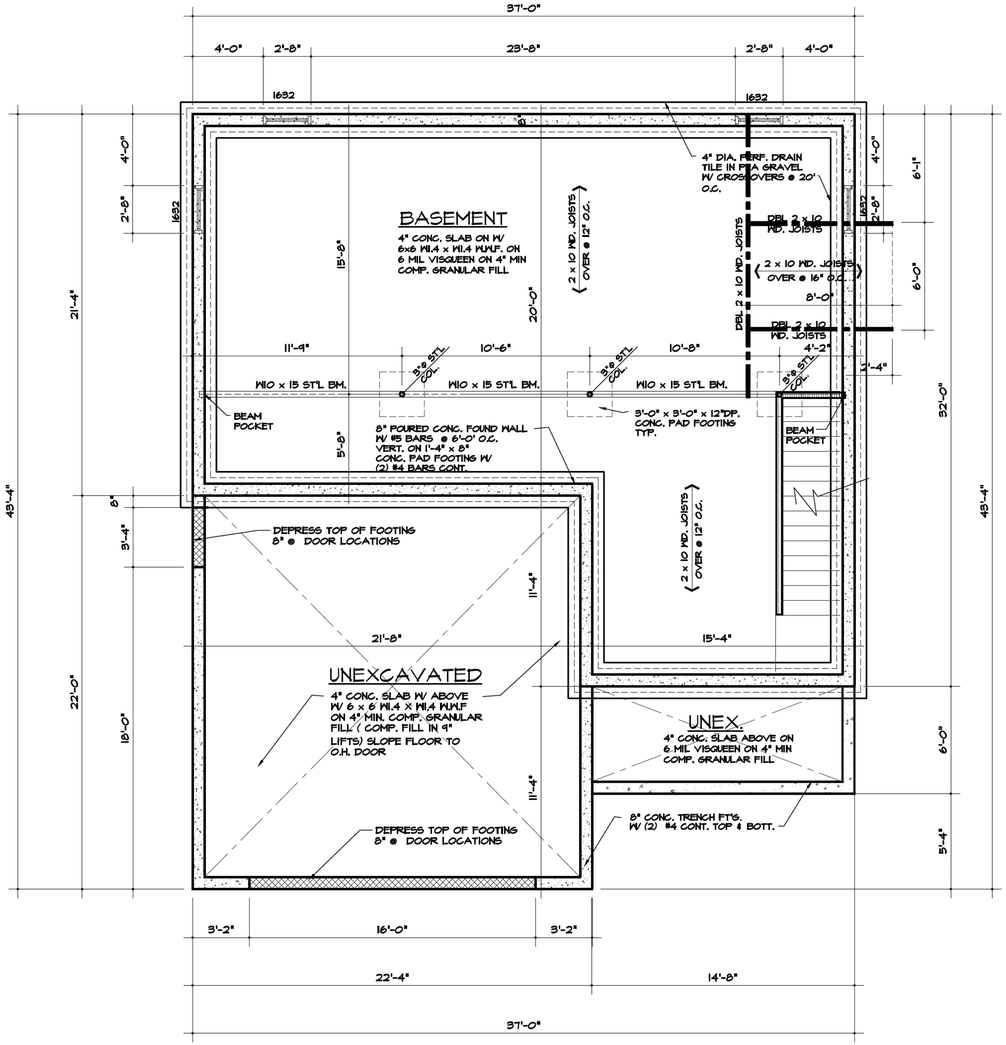
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SHEET 5 of 5



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTES:

1. SOIL BEARING CAPACITY IS ASSUMED TO BE 3,000 P.S.F. MIN. CONTRACTOR SHALL FIELD VERIFY.
2. ALL FOOTINGS SHALL BE AT MIN. DEPTH OF 42" BELOW FINISH GRADE OR UNDISTURBED SOIL, WHICHEVER IS GREATER.
3. ALL SPREAD FOOTINGS SHALL HAVE (2) #4 BARS CONTINUOUS.
4. COLUMN PAD FOOTINGS SHALL HAVE (3) #4 BARS EACH WAY.
5. 10" & 12" POURED WALLS SHALL HAVE #5 BARS VERT. @ 6'-0" O.C. FULL HT.
6. ALL LUMBER IN DIRECT CONTACT WITH CONCRETE SHALL PRESSURE TREATED.
7. FOUNDATION ANCHORAGE SHALL BE PROVIDED (2) FEET FROM ALL CORNERS AND @ 4'-0" O.C.
8. ALL GLAZING (GLASS) HAVING AN AREA IN EXCESS OF (6) S.F. WITH THE LOWEST EDGE LESS THAN 20" ABOVE THE FINISH FLOOR LEVEL AND /OR WITHIN 36" OF WALKING SURFACE SHALL HAVE SAFETY GLAZED GLASS PANELS (TEMPERED).
9. PROVIDE SMOKE DETECTORS IN ALL BEDROOM AND FURNACE AREAS.
10. ATTIC VENTILATION TO BE 1/3 OF 1% OF THE HORIZONTAL PROJECTED ROOF AREAS.
11. INSTALL DOUBLERS OR LADDERS UNDER ALL PARALLEL WALLS.
12. INSTALL LADDER BLOCKS UNDER TUBS AND TOILETS.
13. BATHS AND OUTSIDE RECEPTACLES SHALL HAVE G.F.I. BREAKERS.
14. INSTALL FIRE STOPPING AT ALL SOFFITS AND PLANT SHELVES.
15. EGRESS WINDOWS SILL HEIGHT SHALL BE AT 44" MAX. AND 5.7 S.F. OR 821 SQ. IN. CLEAR OPENING. THE MIN. NET CLEAR OPENING WIDTH SHALL BE 20" AND MIN. NET CLEAR OPENING HEIGHT SHALL BE 24"
16. ALL CEILINGS ARE @ 9'-0" HT. UNLESS OTHERWISE NOTED ON PRINT.

GENERAL STRUCTURAL NOTES

MINIMUM DESIGN LOADS:

1. DESIGN LIVE LOADS
   - ROOF:
     - SNOW.....30 PSF
     - (PLUS UNBALANCED AND SNOW DRIFT LOADING ACCORDANCE WITH ASCE 7-02 BASED ON 30 PSF GROUND SNOW LOAD, IMPORTANCE FACTOR 1.0)
   - FLOOR:
     - OPEN AREAS, OFFICES, STAIRS.....100 PSF
     - APARTMENT.....40 PSF
2. DESIGN DEAD LOADS
   - ROOF:
     - TOP CHORD DEAD LOAD.....30 PSF
     - BOTTOM CHORD DEAD LOAD.....10 PSF
   - FLOOR:
     - FLOOR, DECK, JOISTS, CEILING, MISC.....15 PSF (PLUS PARTITIONS)
3. WIND LOADING
   - PER MBC 2013 REQUIREMENTS (90 MPH 3-SECOND GUST, EXPOSURE C, IMPORTANCE FACTOR 1.0)
4. INCREASE DESIGN LOADS IF REQUIRED BY GOVERNING CODE.

REVISIONS

SHEET TITLE: FOUNDATION PLAN

PROJECT

DRAWN BY: J.S.B.

CHECKED BY: R.A.S.

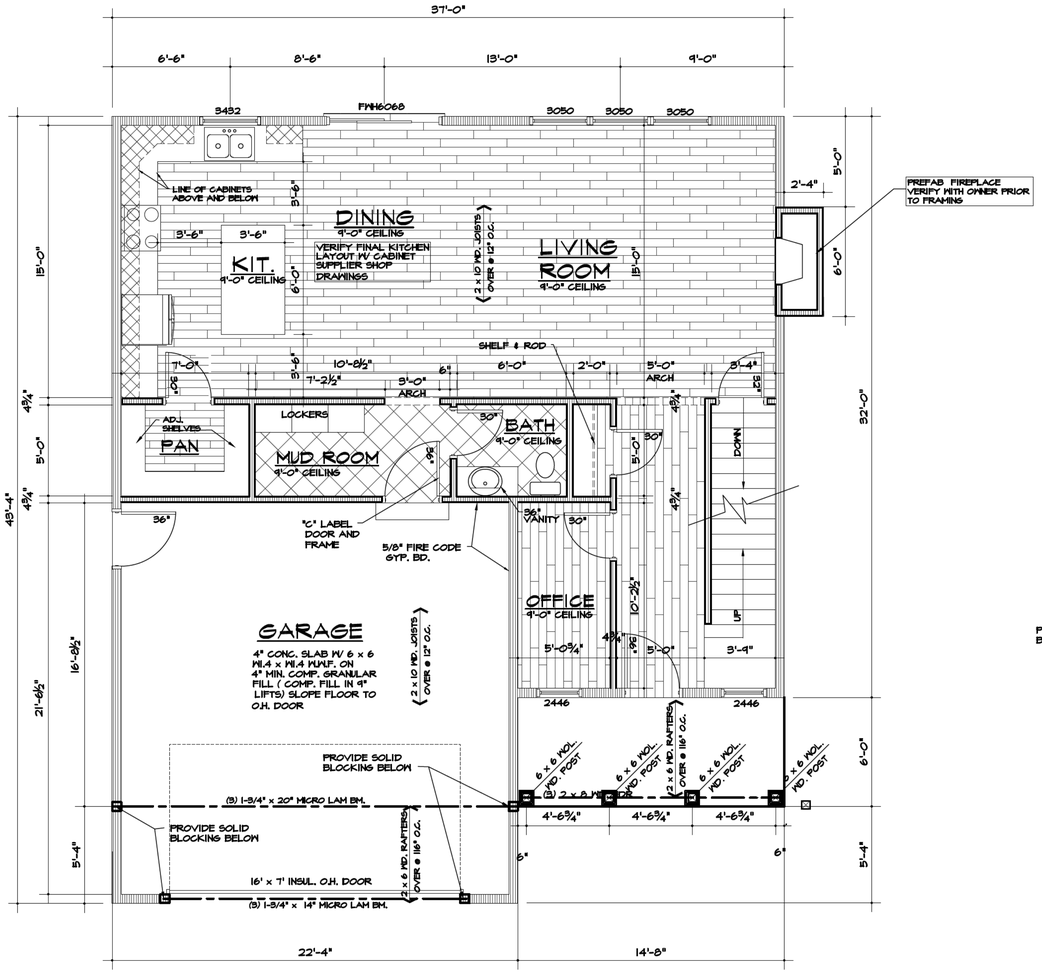
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DATE

SHEET NO.

A1

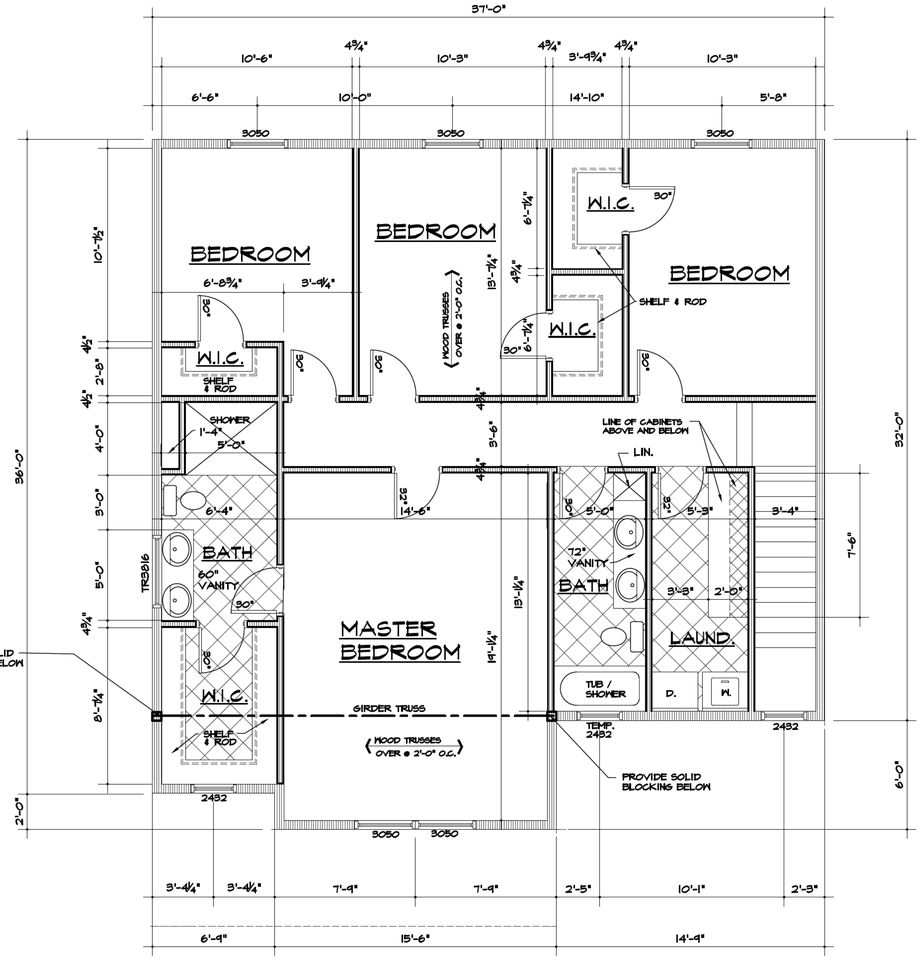
OF 7



FLOOR PLAN

SCALE: 1/4" = 1'-0"

953 S.F.



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

1304 S.F.

Revisions

Sheet Title: FLOOR PLAN

Project

Drawn By: J.S.B.

Checked By: R.A.S.

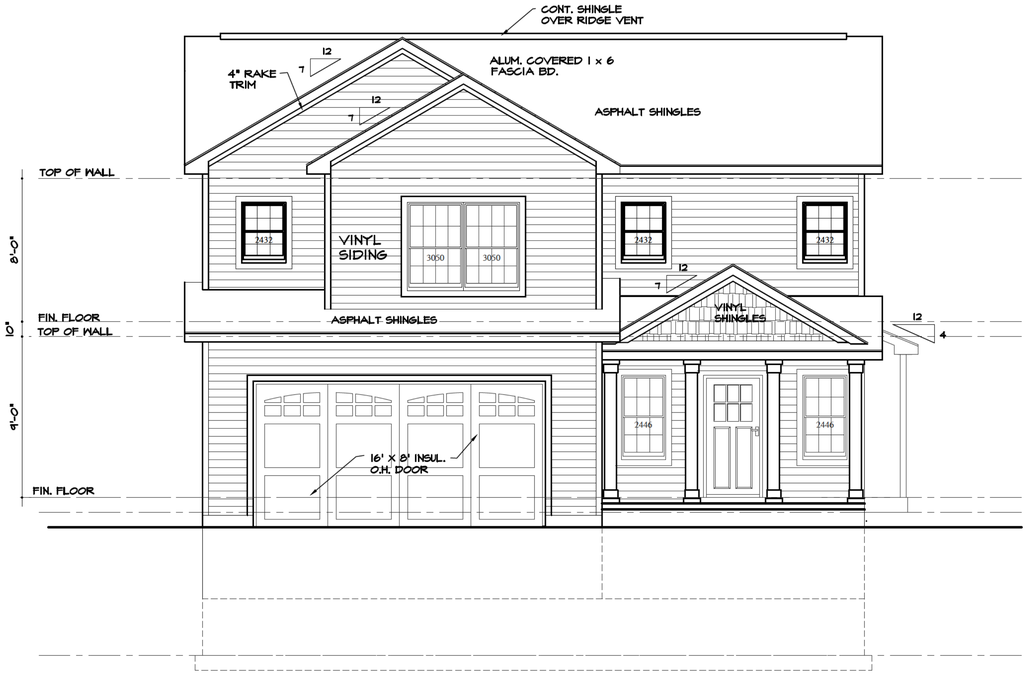
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Date

Sheet No.

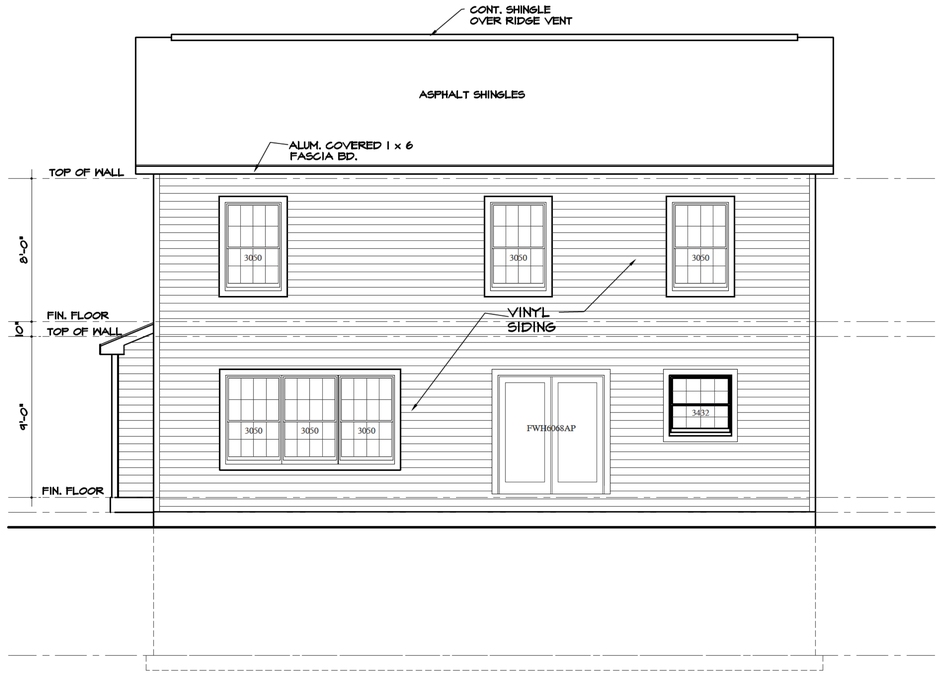
A2

Of 7



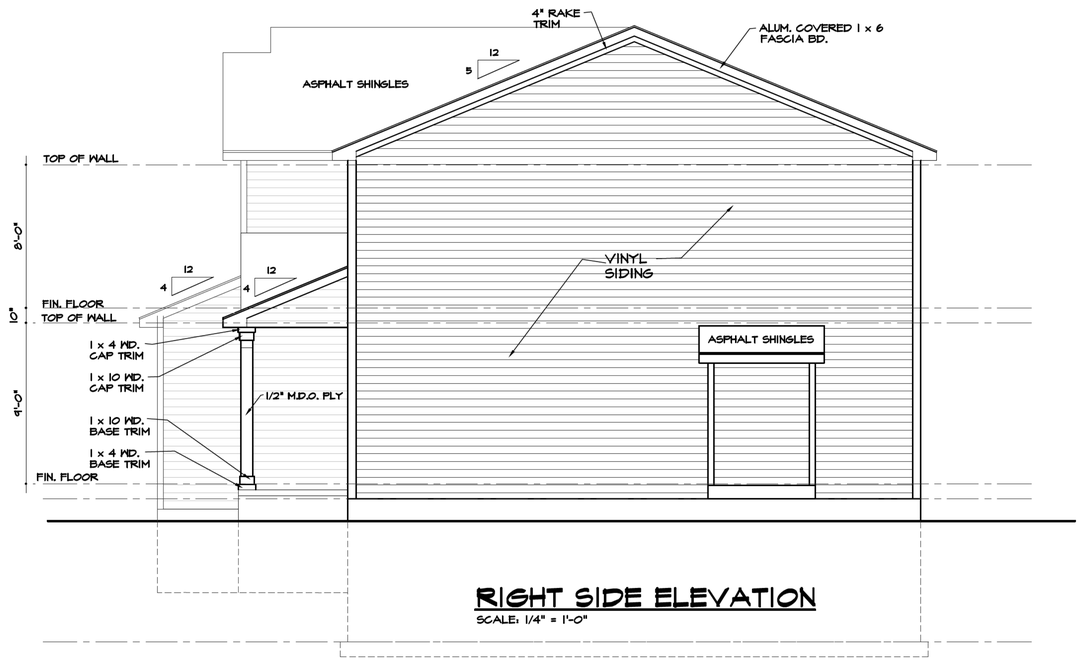
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



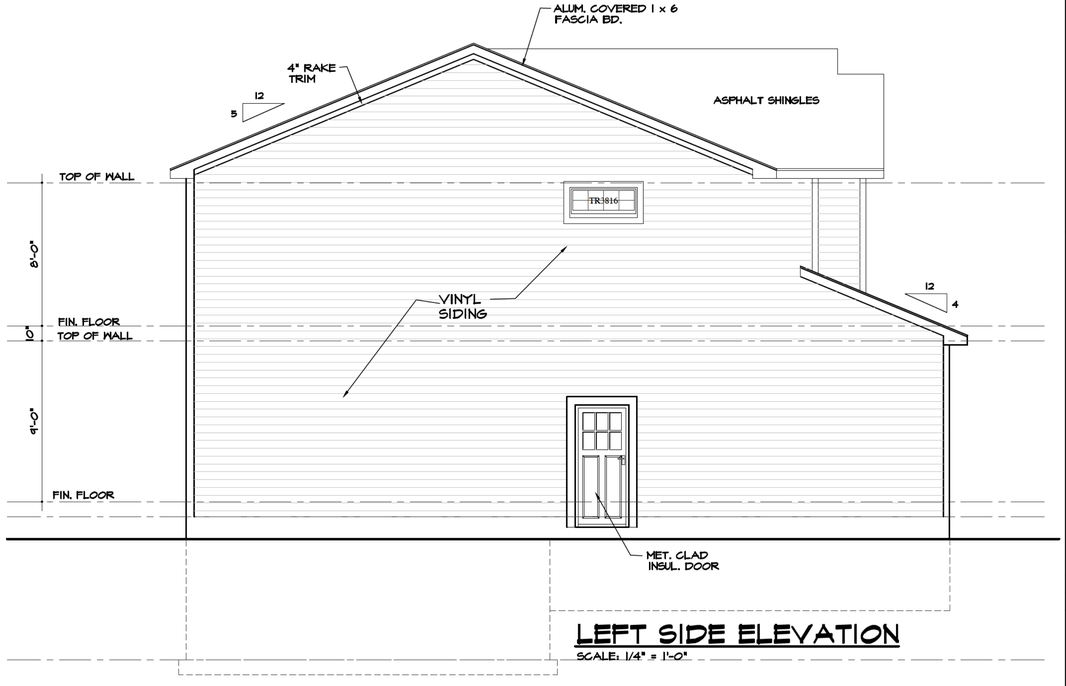
REAR ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS

SHEET TITLE
ELEVATIONS

PROJECT

DRAWN BY J.S.B.

CHECKED BY R.A.S.

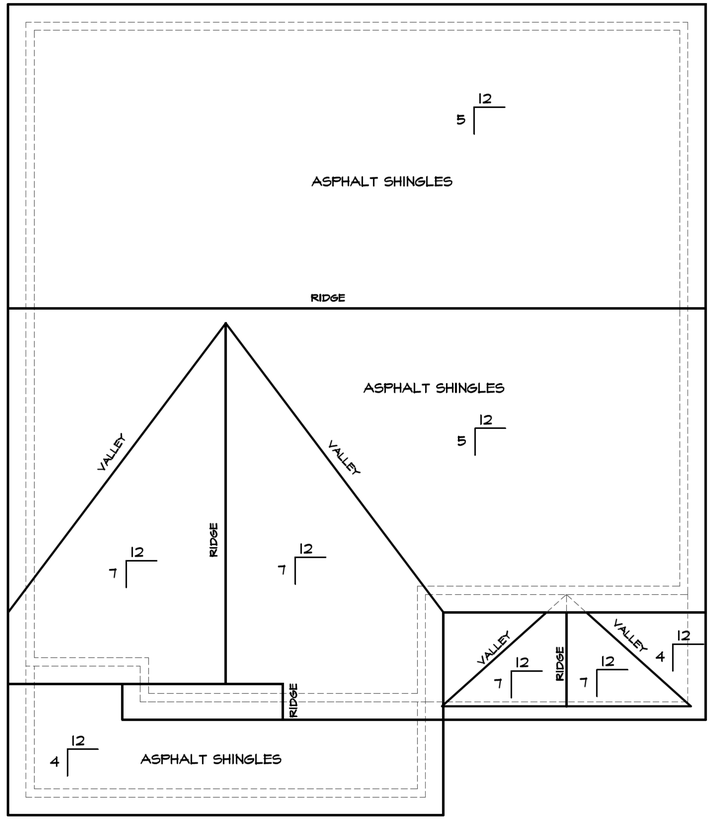
JOB NO.

DATE

SHEET NO.

A3

OF 7



ROOF PLAN

SCALE: 3/16" = 1'-0"

GENERAL STRUCTURAL NOTES

MINIMUM DESIGN LOADS:

1. DESIGN LIVE LOADS
   - ROOF:
     - SNOW.....30 PSF
     - (PLUS UNBALANCED AND SNOW DRIFT LOADING ACCORDANCE WITH ASCE 7-02 BASED ON 30 PSF GROUND SNOW LOAD, IMPORTANCE FACTOR 1.0)
   - FLOOR:
     - OPEN AREAS, OFFICES, STAIRS.....100 PSF
     - APARTMENT.....40 PSF
2. DESIGN DEAD LOADS
   - ROOF:
     - TOP CHORD DEAD LOAD.....30 PSF
     - BOTTOM CHORD DEAD LOAD.....10 PSF
   - FLOOR:
     - FLOOR, DECK, JOISTS, CEILING, MISC.....15 PSF (PLUS PARTITIONS)
3. WIND LOADING
   - PER MBC 2015 REQUIREMENTS (90 MPH 3-SECOND GUST, EXPOSURE C, IMPORTANCE FACTOR 1.0)
4. INCREASE DESIGN LOADS IF REQUIRED BY GOVERNING CODE.

GENERAL NOTES:

1) NO MECHANICAL VENTS OR PLUMBING STACKS ARE TO BE VISIBLE ON FRONT SIDE OF ROOF
2) PAINT VENT STACKS TO MATCH ROOF

GENERAL NOTES:

1.) TRUSS MANUFACTURE TO DESIGN TRUSSES TO ALLOW FOR SNOW DRIFTING PER 2015 MICHIGAN BUILDING CODE

2.) TRUSS SUPPLIER TO PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION

3.) TRUSS SUPPLIER TO FIELD VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION

4.) ROOF DESIGN LOAD:
LIVE LOAD - 30 PSF
DEAD LOAD - 15 PSF
TOTAL LOAD - 45 PSF

5.) TRUSS SUPPLIER TO PROVIDE TRUSS BRACING DRAWING & TRUSS ERECTION DRAWINGS TO CONTRACTOR, DRAWINGS TO BE POSTED ON SITE, AND TO BE SEALED BY LICENSED ENGINEER.

6.) ALL TRUSS DESIGN BRACING & ERECTION TO CONFORM TO HIB-91 FROM TRUSS PLATE INSTITUTE.

7.) THESE PLANS & ALL TRUSSES SHOWN ARE DIAGRAMMATICAL ONLY & ARE TO BE USED AS A GUIDE FOR TRUSS SUPPLIER.

8.) PROVIDE 'SIMPSON' H2.5 TRUSS TIES @ ALL TRUSSES.

REVISIONS

SHEET TITLE
ROOF PLAN

PROJECT

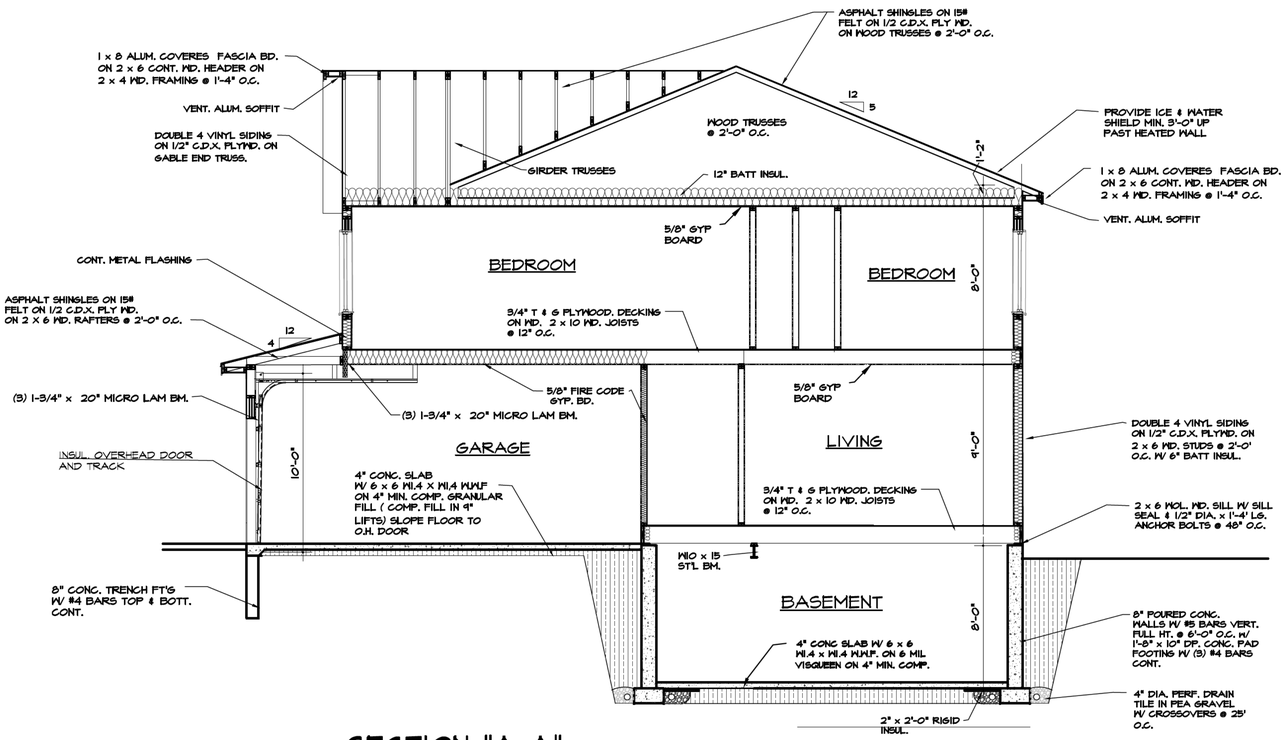
DRAWN BY J.S.B.

CHECKED BY R.A.S.

JOB NO.

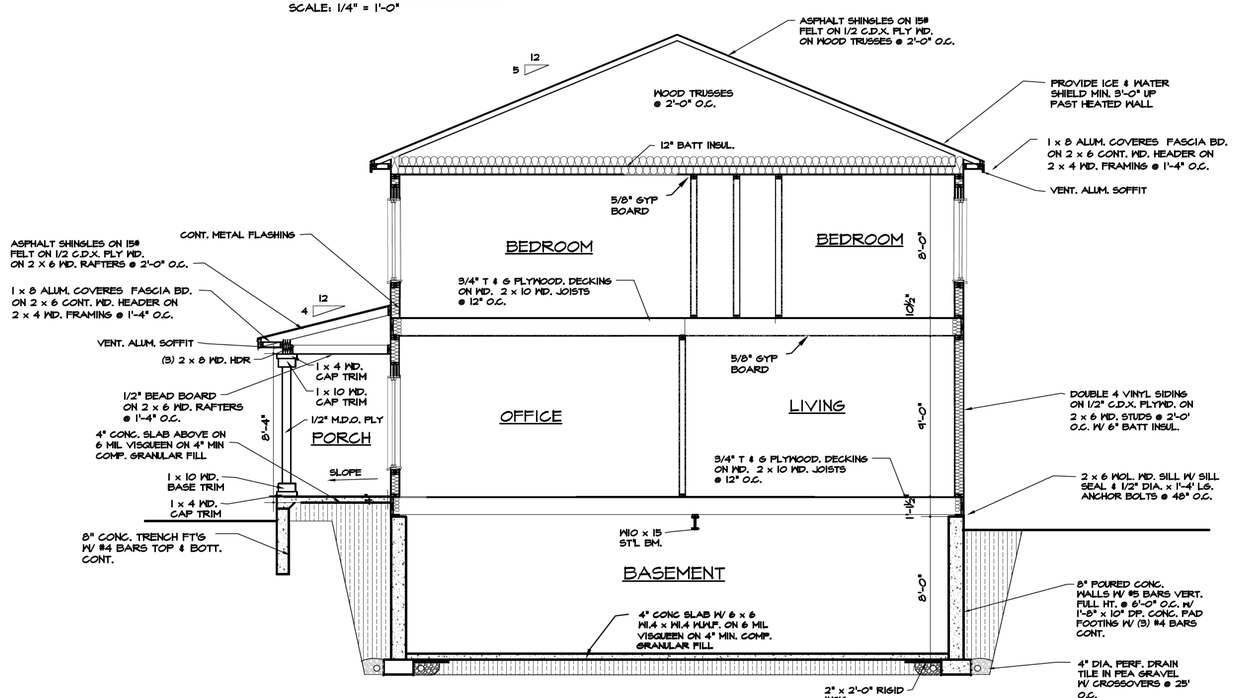
DATE

SHEET NO.
A4
OF 7



SECTION "A-A"

SCALE: 1/4" = 1'-0"



SECTION "B-B"

SCALE: 1/4" = 1'-0"

GENERAL STRUCTURAL NOTES

MINIMUM DESIGN LOADS:

1. DESIGN LIVE LOADS
   - ROOF:
     - SNOW.....30 PSF
     - (PLUS UNBALANCED AND SNOW DRIFT LOADING ACCORDANCE WITH ASCE 7-02 BASED ON 30 PSF GROUND SNOW LOAD, IMPORTANCE FACTOR 1.0)
   - FLOOR:
     - OPEN AREAS, OFFICES, STAIRS.....100 PSF
     - APARTMENT.....40 PSF
2. DESIGN DEAD LOADS
   - ROOF:
     - TOP CHORD DEAD LOAD.....30 PSF
     - BOTTOM CHORD DEAD LOAD.....10 PSF
   - FLOOR:
     - FLOOR, DECK, JOISTS, CEILING, MISC.....15 PSF (PLUS PARTITIONS)
3. WIND LOADINGS
   - PER MBC 2015 REQUIREMENTS (90 MPH 3-SECOND GUST, EXPOSURE C, IMPORTANCE FACTOR 1.0)
4. INCREASE DESIGN LOADS IF REQUIRED BY GOVERNING CODE.

GENERAL NOTES:

1.) TRUSS MANUFACTURE TO DESIGN TRUSSES TO ALLOW FOR SNOW DRIFTING PER 2015 MICHIGAN BUILDING CODE

2.) TRUSS SUPPLIER TO PROVIDE SHOP DRAWINGS PRIOR TO FABRICATION

3.) TRUSS SUPPLIER TO FIELD VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION

4.) ROOF DESIGN LOAD.
LIVE LOAD - 30 PSF
DEAD LOAD - 15 PSF
TOTAL LOAD - 45 PSF

5.) TRUSS SUPPLIER TO PROVIDE TRUSS BRACING DRAWING & TRUSS ERECTION DRAWINGS TO CONTRACTOR, DRAWINGS TO BE POSTED ON SITE, AND TO BE SEALED BY LICENSED ENGINEER.

6.) ALL TRUSS DESIGN BRACING & ERECTION TO CONFORM TO HIB-91 FROM TRUSS PLATE INSTITUTE.

7.) THESE PLANS & ALL TRUSSES SHOWN ARE DIAGRAMMATICAL ONLY & ARE TO BE USED AS A GUIDE FOR TRUSS SUPPLIER.

8.) PROVIDE 'SIMPSON' H2.5 TRUSS TIES @ ALL TRUSSES.

REVISIONS

SHEET TITLE: SECTION

PROJECT

DRAWN BY: J.S.B.

CHECKED BY: R.A.S.

JOB NO.

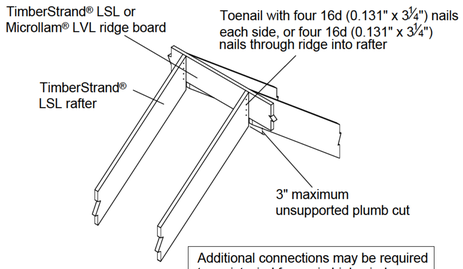
DATE

SHEET NO.

A5

OF 7

Ridge Connection



Additional connections may be required to resist wind forces in high wind zones

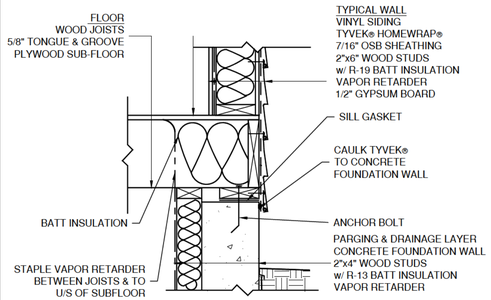
Minimum Ridge Board Depth

20

Rafter Size	Rafter Pitch		
	4:12 to 9:12	10:12 to 11:12	12:12
	Ridge Board Sizes		
2x6	2x6	2x6	2x6
2x8	2x8	2x8	2x8
2x10	2x10	2x10	2x12
2x12	2x12	14"	14"

GENERAL NOTES

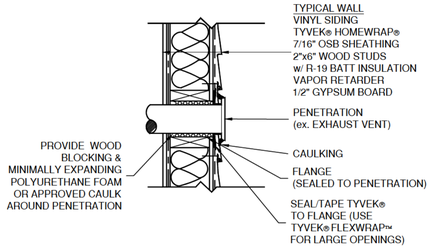
*SEAL ALL TYVEK® JOINTS AND PENETRATIONS WITH APPROVED TAPE. (ex. DUPONT CONTRACTOR TAPE).
*FASTEN TYVEK® TO SHEATHING WITH LARGE HEAD NAILS OR USE NAILS WITH LARGE PLASTIC WASHER HEADS.(ex. DUPONT WRAPCAPS)
*LOCAL LAWS, ZONING, AND BUILDING CODES VARY AND THEREFORE GOVERNS OVER MATERIAL SELECTION AND DETAILING SHOWN BELOW.



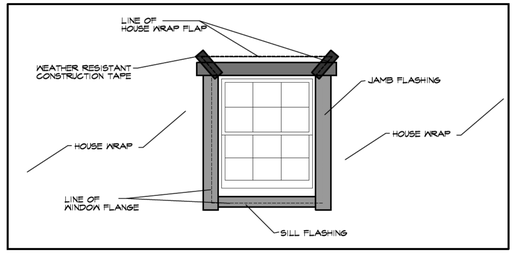
BASE OF WALL DETAIL
RESIDENTIAL WOOD FRAME STRUCTURE w/ VINYL SIDING (HEATING CLIMATE)

GENERAL NOTES

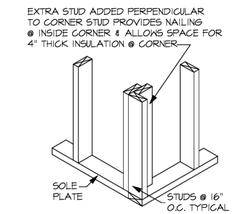
*SEAL ALL TYVEK® JOINTS AND PENETRATIONS WITH APPROVED TAPE. (ex. DUPONT CONTRACTOR TAPE).
*FASTEN TYVEK® TO SHEATHING WITH LARGE HEAD NAILS OR USE NAILS WITH LARGE PLASTIC WASHER HEADS.(ex. DUPONT WRAPCAPS)
*LOCAL LAWS, ZONING, AND BUILDING CODES VARY AND THEREFORE GOVERNS OVER MATERIAL SELECTION AND DETAILING SHOWN BELOW.



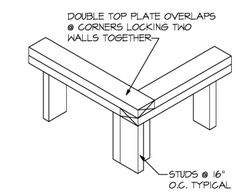
WALL PENETRATION DETAIL
RESIDENTIAL WOOD FRAME STRUCTURE w/ VINYL SIDING (HEATING CLIMATE)



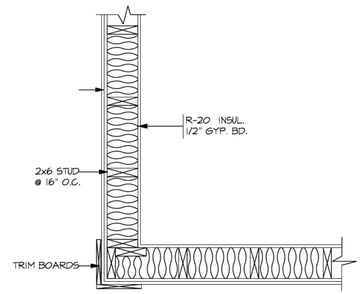
TYPICAL WINDOW FLASHING (FRAMED)
NOT TO SCALE



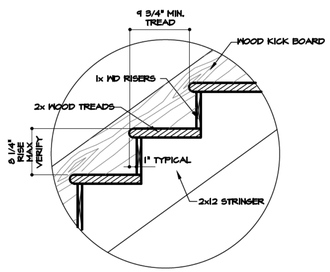
TYPICAL CORNER
@ SOLE PLATE



TYPICAL CORNER
@ DOUBLE TOP PLATE



TYPICAL CORNER



STAIR DETAIL

REVISIONS

SHEET TITLE: DETAILS

PROJECT:

DRAWN BY: J.S.B.

CHECKED BY: R.A.S.

JOB NO.

DATE

SHEET NO.

A6

OF 7

CONCRETE:

1) ALL CONCRETE WORK AND PLACEMENT SHALL CONFORM TO THE LATEST ACI STANDARDS AND RECOMMENDATIONS. FREE FALL SHALL NOT EXCEED 10 FEET FOR ALL CONCRETE CONTAINING HIGH-RANGE WATER-REDUCER (SUPERPLASTICIZER) AND 5 FEET FOR ALL OTHER CONCRETE. PROVIDE ELEPHANT TRUNK, TREMIES OR OTHER PLACING EQUIPMENT OR OPENING IN SIDES OF FORMS AS REQUIRED TO LIMIT FREE FALL.

2) ALL CONCRETE SHALL ATTAIN THE FOLLOWING 28 DAY COMPRESSIVE STRENGTHS:
- -FOOTINGS, PIERS, FOUNDATION WALLS: 3000 PSI
- -SLAB ON GRADE: 4000 PSI
- -EXPOSED CONCRETE: 4000 PSI WITH 6% +/-1% ENTRAINED AIR.

3) ALL CONCRETE SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150 AND AGGREGATE CONFORMING TO ASTM C33.

4) CONCRETE ADMIXTURES SHALL BE USED TO FACILITATE CONCRETE PLACEMENT, AID DIFFICULT PLACING CONDITIONS OR ASSIST IN ATTAINING SPECIFIED CONCRETE QUALITIES. ADMIXTURES SHALL HAVE LESS THAN 0.05 PERCENT CHLORIDES IONS.

- -AIR ENTRAINMENT PER ASTM C260
- -WATER REDUCER PER ASTM C494, TYPE A OR B
- -ACCELERATOR PER ASTM C494, TYPE C, D OR E
- -SUPERPLASTICIZER PER ASTM C494, TYPE F OR G

5) NORMAL WEIGHT CONCRETE MIXES SHALL BE PROPORTIONED IN ACCORDANCE WITH SECTION 3.9 OF ACI-301 AND CHAPTER 4 OF ACI-318. THE FOLLOWING SERVES AS A BASIS FOR EACH MIX DESIGN. DEVIATIONS SHALL BE SUBSTANTIATED WITH CERTIFIED TEST DATA. SUBMIT MIX DESIGN, HISTORIC TEST DATA OR TRIAL MIX RESULTS FOR APPROVAL PRIOR TO PROCEEDING WITH THE WORK. THE FOLLOWING GUIDELINES SHALL APPLY:

TYPE	COMPRESSIVE STRENGTH, f'c (28 DAY) (MIN)	CEMENT CONTENT (LBS./C.Y.) (MIN)	WATER/CEMENT RATIO (BY WT) (MAX)	SLUMP (MAX)
AIR ENT.	4000	611	0.45	4"

6) ALL REINFORCING BARS, DOWELS, AND TIES SHALL CONFORM TO ASTM A615, GRADE 60. ALL REINFORCING STEEL SHALL BE CONTINUOUS.

11) ALL REINFORCING SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH ACI 315 AND ACI 318, LATEST EDITION.

8) ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 FURNISHED IN FLAT MATS OR SHEETS, NOT IN ROLLS. PROVIDE MINIMUM 8" LAP BETWEEN SHEETS.

9) ALL SLAB REINFORCING SHALL BE SUPPORTED ON CHAIRS.

10) REINFORCING STEEL SPLICES SHALL BE IN ACCORDANCE WITH CURRENT ACI 318. PROVIDE CLASS B SPLICES FOR VERTICAL AND HORIZONTAL WALL STEEL AND LONGITUDINAL AND TRANSVERSE FOOTING STEEL. PROVIDE CORNER BARS TO MATCH ALL HORIZONTAL REINFORCING IN FOOTING.

11) REINFORCED CONCRETE WALLS AND TRENCH FOOTINGS SHALL HAVE CORNER BARS AT ALL INTERSECTIONS OF THE SAME SIZE AND SPACING OF THE MAIN HORIZONTAL REINFORCING. PROVIDE (2) #5 BARS EACH SIDE OF ALL OPENINGS AND (2) #5 X 4'-0" DIAGONAL BARS AT CORNERS OF OPENINGS.

12) PROVIDE DOWELS BETWEEN ALL FOOTINGS, WALLS, AND PIERS TO MATCH SIZE AND SPACING OF VERTICAL REINFORCING.

13) SHOP DRAWINGS SHOWING REINFORCING DETAIL INCLUDING BAR SIZES, SPACING AND PLACEMENT SHALL BE SUBMITTED AND REVIEWED PRIOR TO FABRICATION.

14) MINIMUM CONCRETE COVER SHALL BE (UNLESS OTHERWISE NOTED)

A. 3 INCHES @ UNFORMED SURFACES IN CONTACT WITH GROUND (FOOTING BOTTOMS)

B. 1/3 THE THICKNESS OF THE SLAB (MIN. 1 INCH TOP COVER) @ SLABS ON GRADE

C. 2 INCHES @ FORMED SURFACES IN CONTACT WITH GROUND OR EXPOSED TO THE WEATHER (GRADE BEAMS, WALLS, ETC.)

D. IN ALL CASES, CLEARANCE NOT LESS THAN THE DIAMETER OF THE BARS.

15) COLUMN FOOTINGS SHALL BE CENTERED ON COLUMN CENTERLINES OR COLUMN BASE PLATE CENTERLINES UNLESS NOTED OTHERWISE.

16) CLEAN LOOSE RUST AND MILL SCALE, EARTH, ICE AND OTHER MATERIAL THAT MAY REDUCE THE CONCRETE BOND TO REINFORCEMENT.

GENERAL NOTES:

1) THE FOLLOWING LOADS WERE USED IN THE DESIGN:

ROOF: 30 PSF LIVE LOAD / 111 PSF DEAD LOAD
SNOW LOAD:
BASED ON CURRENT ASCE 11, WITH THE FOLLOWING FACTORS:
Pg = 30 PSF I = 1.0 Ce = 1.0 Ct = 1.1
DRIFTING PER SECTION 11.11

- WIND LOAD:
BASED ON CURRENT ASCE 11, WITH THE FOLLOWING FACTORS:
OCCUPANCY RISK CATEGORY: 2
WIND SPEED, Vult: 115 MPH; Vasd: 90 MPH
EXPOSURE CATEGORY C FOR MAIN WINDFORCE RESISTING SYSTEM
EXPOSURE CATEGORY C FOR COMPONENTS AND CLADDING
INTERNAL PRESSURE COEFFICIENT, GCpi: ±0.18

- SEISMIC LOAD:
BASED ON CURRENT ASCE 11, WITH THE FOLLOWING FACTORS:
OCCUPANCY RISK CATEGORY: 2
SITE CLASS: D
IMPORTANCE FACTOR: 1.0
SPECTRAL RESPONSE ACCELERATION:
Ss: 0.131l
S1: 0.042
SPECTRAL ACCELERATION PARAMETER:
Sds: 0.141l
Sd1: 0.068
SEISMIC DESIGN CATEGORY: A
SEISMIC FORCE RESISTING SYSTEM: ORDINARY REINFORCED MASONRY SHEAR WALLS
RESPONSE MODIFICATION COEFFICIENT: 2
SEISMIC RESPONSE COEFFICIENT: 0.1125
DESIGN BASE SHEAR:
ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE PROCEDURE

2) IF ANY GENERAL NOTE CONFLICTS WITH ANY DETAIL OR NOTE ON THE PLANS OR IN THE SPECIFICATIONS, THE STRICTEST PROVISIONS SHALL GOVERN.

3) UNLESS OTHERWISE SPECIFIED, ALL PROCEDURES AND MATERIALS SHALL MEET THE 2015 MICHIGAN RESIDENTIAL BUILDING CODE.

FOUNDATION NOTES:

1) FOOTINGS ARE DESIGNED TO BEAR ON NATURAL MATERIAL WITH AN ALLOWABLE SOIL BEARING CAPACITY OF 4000 PSF. (VERIFY BY QUALIFIED TESTING AGENCY IN FIELD.) IF SOIL OF THIS CAPACITY IS NOT FOUND AT THE ELEVATIONS INDICATED, FOOTINGS SHALL BE LOWERED OR ENLARGED AT THE DIRECTION OF THE ENGINEER/ARCHITECT.

2) ALL SLABS SHALL BEAR ON CLEAN GRANULAR SOIL COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR.

3) PROVIDE NECESSARY SHEETING, SHORING, BRACING, ETC. AS REQUIRED DURING EXCAVATIONS TO PROTECT SIDES OF EXCAVATION.

4) THE BOTTOM OF EXTERIOR FOOTINGS SHALL BE A MINIMUM OF 3.5 FEET BELOW FINISHED GRADE.

GENERAL WOOD NOTES:

1) WOOD CONSTRUCTION SHALL BE PER AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) AND NATIONAL DESIGN STANDARDS AND SPECIFICATIONS.

2) ALL 6x8 AND 10X10 WOOD POSTS SHALL BE SOUTHERN YELLOW PINE #1 OR BETTER . INTERIOR MEZZANINE FRAME SHALL BE SPRUCE PINE FIR #1 OR BETTER.

3) ALL MEZZANINE TOP PLATES SHALL BE A DOUBLE 2X4 SPRUCE PINE FIR #1.

4) ALL ENGINEERED WOOD LUMBER (LVL) SHALL ATTAIN THE FOLLOWING MINIMUM STRESSES:

Fb = 2600 PSI
E = 1,400,000 PSI
Fv = 285 PSI
Ft = 1555 PSI
Fcperp = 1150 PSI
Fcpar = 2510 PSI

5) PROVIDE HEADERS AT ALL DOOR AND WINDOW OPENINGS AS INDICATED ON PLANS

6) VERIFY SIZE AND LOCATION OF ALL ROUGH CARPENTRY OPENINGS WITH DOORS, WINDOWS, VENTS, ETC. BEING FURNISHED. COORDINATE ANY FLOOR RECESS AREAS REQUIRED FOR FLOOR FINISHES SELECTED AND ADJUST FRAMING AS MAY BE REQUIRED.

11) ALL WOOD SILL PLATES, BLOCKING STUDS, FURRING, ETC. IN CONTACT WITH CONCRETE OR CONCRETE MASONRY ARE TO BE PRESSURE TREATED. ALL PRESSURE TREATED WOOD BOTTOM PLATES SHALL BE BOLTED TO CONCRETE FOUNDATION USING ⅝" DIA. X 12" LONG STEEL ANCHOR BOLTS AT 6 FT. ON CENTER AND AT ALL CORNERS

8) PROVIDE SOLID 2X BLOCKING WITHIN WALLS AND CEILINGS TO SECURE GYPSUM BOARD, CABINETRY AND MISCELLANEOUS ACCESSORY ITEMS SUCH AS PAPER TOWEL DISPENSERS, TOWEL BARS, MEDICINE CABINETS, SHELVING, ETC. PROVIDE SOLID SUPPORT AS DETAILED ON THE DRAWINGS OR AS REQUIRED.

9) ALL METAL IN CONTACT WITH TREATED LUMBER MUST BE EITHER STAINLESS STEEL OR MUST BE GALVANIZED WITH A MINIMUM OF 1.85 OZ PER SQ FT OF ZINC (G185).

10) ALL PARAPET AND DIVIDING WALLS SHALL BE 2X6 SPF#2 AT 16" ON CENTER. EACH 2X6 SHALL BE FASTENED TO SHIMMED WOOD TRUSS BELOW UTILIZING SIMPSON STRONG TIE MST148 W/(48) GALVANIZED 10d NAILS 24 INTO EACH MEMBER ON BOTH SIDES.

11) All CRIPPLE OR JACK STUDS SUPPORTING WINDOW HEADERS SHALL BE AS NOTED ON SHEET S-1.

WOOD SHEATHING NOTES

1) ALL FLOOR DIAPHRAGMS SHALL BE CONSTRUCTED OF ¾" TONGUE AND GROOVE C-D PLYWOOD SHEATHING PANEL INDENTIFICATION INDEX OF 48/24 INTERIOR QUALITY WITH EXTERIOR GLUE.

2) ALL ROOF DIAPHRAGMS SHALL BE CONSTRUCTED OF 5/8" C-D PLYWOOD SHEATHING PANEL INDENTIFICATION INDEX OF 48/24 INTERIOR QUALITY WITH EXTERIOR GLUE.

3) ALL WALL, ROOF AND FLOOR SHEATHING SHALL BE STAGGERED WITH THE EXTERIOR GRAIN PERPENDICULAR TO THE ROOF OR FLOOR TRUSSES.

4) ALL ROOF AND FLOOR DIAPHRAGMS SHALL BE INSTALLED ON A CONTINUOUS BEAD OF STRUCTURAL GLUE. (APA PERFORMANCE SPECIFICATION AFG-01 OR ASTM SPECIFICATION D3498) FURTHER, THEY SHALL BE SCREWED TO WOOD TRUSSES USING SIMPSON STRONG DRIVE WSNTL 2" SUBFLOOR SCREWS, 6" ALONG PANEL EDGES AND 10" AT INTERMEDIATE SUPPORTS. FURTHER, THE SUBFLOOR SHALL BE SCREWED INTO THE 2X6 WOOD TOP PLATE BOLTED TO THE STEEL FRAME AT THE END OF EACH UNIT. (2) SCREWS SHALL BE INSTALLED AT 6" ON CENTER.

5) NO STAPLES ARE PERMITTED IN THE FASTENING OF PLYWOOD SHEATHING.

6) ALL APA RATED 11/16" PLYWOOD SHEATHING INSTALLED IN EXTERIOR WALLS SHALL HAVE 2X4 WOOD BLOCKING NAILED TO STUDS WITH 8d GALVANIZED COMMON NAILS AT 6" ON CENTER AROUND EDGES AND 12" ON CENTER FOR INTERMEDIATE SUPPORTS.

11) EACH PIECE OF APA RATED PLYWOOD SHEATHING SHALL BE STAMPED WITH AN APPROPRIATE TRADEMARK.

8) CONTRACTOR SHALL NOT INSTALL SPECIES GROUP 5 PLYWOOD SHEATHING.

9) ALL SHEATHING IS TO BE SUPPLIED AND INSTALLED IN 4 FT. X 8 FT. SHEETS.

WOOD TRUSS NOTES:

<<DESIGN>>

1) ALL WOOD ROOF AND FLOOR TRUSSES ARE TO BE DESIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MICHIGAN.

2) ALL WOOD TRUSSES SHALL BE DESIGNED TO CLEAR SPAN AND BE BOTTOM CHORD BEARING.

3) SHOP DRAWINGS OF EACH TRUSS TO BE FABRICATED SHALL BE SUBMITTED TO THE ENGINEER/ARCHITECT FOR REVIEW AND APPROVAL.

4) WOOD TRUSSES SHALL BE DESIGNED IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATIONS (NDS), DESIGN STANDARD FOR METAL PLATE CONNECTED WOOD TRUSS CONSTRUCTION AND THE TRUSS PLATE INSTITUTE (TPI). IF A CONFLICT EXISTS THE STRICTER SHALL APPLY.

5) ALL TRUSSES SHALL BE DESIGNED TO PROVIDE CHAMBER IN EACH SO THE TRUSSES LIE FLAT IN THE DEAD LOAD CONDITION.

6) ALL TOP AN BOTTOM CHORDS OF WOOD TRUSSES SHALL HAVE AT A MINIMUM 4X2 SOTUTHERN PINE MSR 1850F 1.11E RATED LUMBER OR BETTER (AS REQUIRED).

11) STEEL PLATE CONNECTORS SHALL BE HOT-DIPPED GALVANIZED STEEL METAL, ASTM A653 STRUCTURAL STEEL(SS) GRADE 33/230, WITH G-90/2715 CODING; DIE WITH INTEGRAL TEETH.

8) THE WOOD TRUSSES SHALL BE CUSTOM DESIGNED TO FIT THE DIMENSIONS AND LOAD INDICATED. EACH TRUSS IS TO BE DESIGNED FOR COMBINED STRESSES.

9) GIRDER TRUSSES SHALL BE DESIGNED ON EACH SIDE OF STAIR OPENINGS.

10) WOOD TRUSSES SHALL BE DOUBLED UP BENEATH BATHROOM AREAS.

11) TRUSSES SHALL BE DESIGNED TO PROVIDE A METAL DUCT CHASE (FOR HEATING AND COOLING PURPOSES) CENTERED AT MID-SPAN OF TRUSS, EXCEPT AT STAIRS. TRUSSES AT STAIRS THE CHASE IS TO LINE UP WITH THE CHASE FOR THE FULL SPAN TRUSSES.

12) TRUSS DESIGNER SHALL WORK WITH A LIVE LOAD DEFLECTION OF L/600.

<<FABRICATION>>

1) FABRICATOR SHALL FIELD VERIFY SITE DIMENSIONS PRIOR TO FABRICATION.

2) CUT MEMBERS ACCURATELY TO LENGTH TO ACHIEVE TIGHT JOINT CONNECTIONS.

3) PRESS JOINT CONNECTOR PLATES INTO EACH SIDE OF TRUSS SIMILTANEOUSLY.

4) ALL TRUSS CHORD MATERIALS SHALL BE STRUCTRUALLY RATED LUMBER AND SHALL BE SUPPLIED WITH GRADE STAMPS.

<<HANDLING>>

1) ALL WOOD TRUSSES SHALL BE SHIPPED TO THE CONSTRUCTION SITE AND UNLOADED ONTO WOOD BLOCKING AT 8' CENTERS.

2) SHOULD THE WOOD TRUSSES AT THE CONSTRUCTION SITE BE EXPOSED TO LONG TERM WEATHERING PROTECTION SHALL BE PROVIDED. IF A TARP IS USED THE ENDS SHALL BE EXPOSED FOR VENTILATION.

3) CONTRACTOR SHALL NOT UNLOAD TRUSSES FROM A DELIVERY VEHICLE ON TO ROUGH TERRAIN OR UNEVEN SURFACES.

4) CONTRACTOR SHALL NOT BREAK TRUSS BANDING UNTIL INSTALLATION BEGINS.

5) CONTRACTOR SHALL NOT WALK ON TRUSSES THAT ARE LYING FLAT.

<<ERECTION>>

1) ALL WOOD TRUSSES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND THE TRUSS PLATE INSTITUTE.

2) ALL TRUSSES ARE TO BE SET LEVEL AND PLUMB.

3) CONTRACTOR SHALL MAKE PROVISIONS FOR ERECTION LOADS, AND FOR SUFFICIENT TEMPROARY BRACING TO MAINTAIN STRUCTURE PLUMB, AND IN TRUE ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRACING.

4) CONTRACTOR SHALL FOLLOW MANUFACTURERS DIRECTIONS AND THE APPROVED SHOP DRAWINGS.

5) NO FIELD CUTTING OF WOOD TRUSSES IS PERMITTED WITHOUT ENGINEERS APPROVAL.

6) A FIELD ENGINEER SHALL DESIGN TEMPORARY WOOD BRACING. TEMPORARY TRUSS BRACING IS THE RESPONSIBILITY OF THE INSTALLER. THE TEMPORARY TRUSS BRACING IS TO REMAIN IN PLACE UNTIL FLOOR PLYWOOD DIAPHRAGMS ARE INSTALLED.

11) ALL WOOD TRUSSES SHALL BE INSTALLED IN ACCORDANCE WITH BUILDING COMPONENT SAFETY INFORMATION GUIDE TO GOOD PRACTICE FOR HANDLING, INSTALLING, RESTRAINING AND BRACING OF METAL PLATE CONNECTED WOOD TRUSSES BY THE STRUCTURAL BUILDING COMPONENT ASSOCIATION AND TRUSS PLATE INSTITUTE (TPI)

8) DURING THE ERECTION PROCESS THE CONTRACTOR SHALL PROVIDE WARNING TAGS IN AREAS OF PLUMBING NOT TO CUT OR MODIFY TRUSSES.

9) ALL WOOD TRUSSES SHALL HAVE DOULBED VERTICAL CHORDS AT THE END BEARING POINTS. HEAVY MATERIALS SHALL AS DRYWALL SHALL NOT BE STACKED IN LARGE AMOUNTS IN ISOLATED LOCATIONS ON THE WOOD FLOORING SYSTEM ONCE TRUSSES ARE INSTALLED.

10) TRUSS TOP CHORDS MUST BE BRACED WITH ROOF/FLOOR SHEATHING (SCREWED AT 12" O.C. MAX.) OR CONTINUOUS LATERAL BRACING AT 2'-0" O.C.

11) TRUSS BOTTOM CHORDS MUST BE BRACED WITH A RIGID CEILING OR CONTINUOUS BRACING AT 10'-0" O.C.

12) WEB OF TRUSS MEMBERS MUST BE LATERALLY BRACED PER MANUFACTURERS SPECIFICATIONS.

13) TEMPORARY SHORING AND BRACING SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.

GENERAL STRUCTURAL NOTES

MINIMUM DESIGN LOADS:

1. DESIGN LIVE LOADS
   - ROOF:
     - SNOW.....30 PSF
     - (PLUS UNBALANCED AND SNOW DRIFT LOADING ACCORDANCE WITH ASCE 7-02 BASED ON 30 PSF GROUND SNOW LOAD, IMPORTANCE FACTOR 1.0)
   - FLOOR:
     - OPEN AREAS, OFFICES, STAIRS.....100 PSF
     - APARTMENT.....40 PSF
2. DESIGN DEAD LOADS
   - ROOF:
     - TOP CHORD DEAD LOAD.....30 PSF
     - BOTTOM CHORD DEAD LOAD.....10 PSF
   - FLOOR:
     - FLOOR, DECK, JOISTS, CEILING, MISC.....15 PSF (PLUS PARTITIONS)
3. WIND LOADING
   - PER MBC 2015 REQUIREMENTS (90 MPH 3-SECOND GUST, EXPOSURE C, IMPORTANCE FACTOR 1.0)
4. INCREASE DESIGN LOADS IF REQUIRED BY GOVERNING CODE.

ENERGY CODE:
2015 MRBC PRESCRIPTIVE METHOD:

ROOF	R38 MIN BLOWN
EXTERIOR WALLS	R20 MIN
FENESTRATION	U-FACTOR - .32 MIN
FOUNDATION	R10 MIN
FLOOR	R10 MIN / 2 FEET

TO HAVE AIR LEAKAGE RATE NOT EXCEEDING 4 AIR EXCHANGES PER HOUR. TO BE CERTIFIED W/ DOOR BLOWER TEST AT A PRESSURE OF .2 IN.

REVISIONS

SHEET TITLE: GENERAL NOTES

PROJECT

DRAWN BY: J.S.B.

CHECKED BY: R.A.S.

JOB NO.

DATE

SHEET NO.

A7

OF 7

ATTENTION COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

COVER SHEET FOR:

GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT "B" TO THE MASTER DEED FOR:

FOREST RIDGE ESTATES CONDOMINIUM

PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

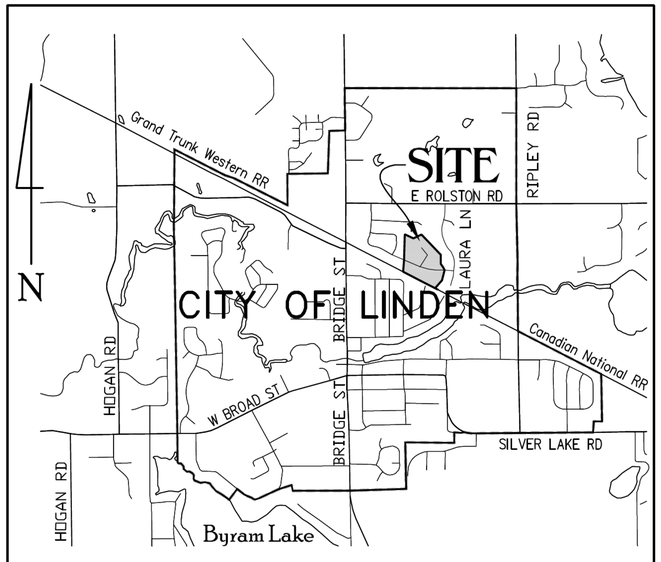
LEGAL DESCRIPTION:

LEGAL DESCRIPTION OF DEVELOPMENT:

PART OF THE NORTH 1/2 OF SECTION 20, T5N-R6E, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 20; THENCE N89°40'00"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1319.15 FEET (RECORDED AS 1318.95 FEET); THENCE S00°25'00"E, ALONG THE EAST LINE OF LOT 1 OF "LINDEN HEIGHTS NO. 1" AS RECORDED IN LIBER 36, PAGE 8 OF THE GENESEE COUNTY, MICHIGAN RECORDS, AND SAID EAST LINE EXTENDING SOUTHERLY 2153.26 FEET TO A TRAVERSE LINE ON THE NORTHERLY BANK OF THE SHIAWASSEE RIVER; THENCE S34°25'52"W, ALONG SAID TRAVERSE LINE, 64.75 FEET TO THE NORTHERLY PROPERTY LINE OF THE GRAND TRUNK WESTERN RAILROAD; THENCE N62°48'46"W, ALONG SAID NORTHERLY PROPERTY LINE, 534.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N62°48'46"W, ALONG SAID NORTHERLY PROPERTY LINE, 870.31 FEET TO THE EAST LINE OF REPLAT NO. 2 OF GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 137, "FOREST RIDGE CONDOMINIUM", AS RECORDED IN INSTRUMENT NO. 200106260063799, GENESEE COUNTY, MICHIGAN RECORDS; THENCE ALONG THE EAST AND SOUTH LINES OF SAID CONDOMINIUM N02°08'38"W 705.41 FEET AND S57°34'37"E 216.13 FEET AND N70°47'25"E 226.20 FEET; THENCE S49°29'12"E 638.92 FEET; THENCE S00°25'00"E 163.15 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 966.00 FEET, A CENTRAL ANGLE OF 00°12'15", WITH A CHORD BEARING AND DISTANCE OF S82°41'57"E 3.44 FEET; THENCE S27°46'01"E 80.74 FEET; THENCE S07°50'52"W 224.33 FEET; THENCE S24°59'40"W 109.38 FEET; THENCE S27°28'08"W 101.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 14.96 NET ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

DEVELOPER:

DANEM GROUP, LLC
8 EMERALD POINTE
LINDEN, MICHIGAN 48451



LOCATION MAP

INDEX OF DRAWINGS

DRWG. NO.	DRWG. TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN
4	UTILITY PLAN
5	WETLAND PLAN

PREPARED BY:

STATE OF MICHIGAN
JASON PAUL WHITE
License No. 4001055012
LICENSED PROFESSIONAL SURVEYOR

JASON P. WHITE, PS
LICENSED PROFESSIONAL SURVEYOR
REGISTRATION NO. 55012

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

REVISIONS	DRN. BY:	D.S.S.	12.14.2024	SHEET NO:
	DSN BY:	J.R.B.	"	1 of 5
	CHK'D BY:	J.P.W.	"	
	APPR BY:	J.P.W.	"	

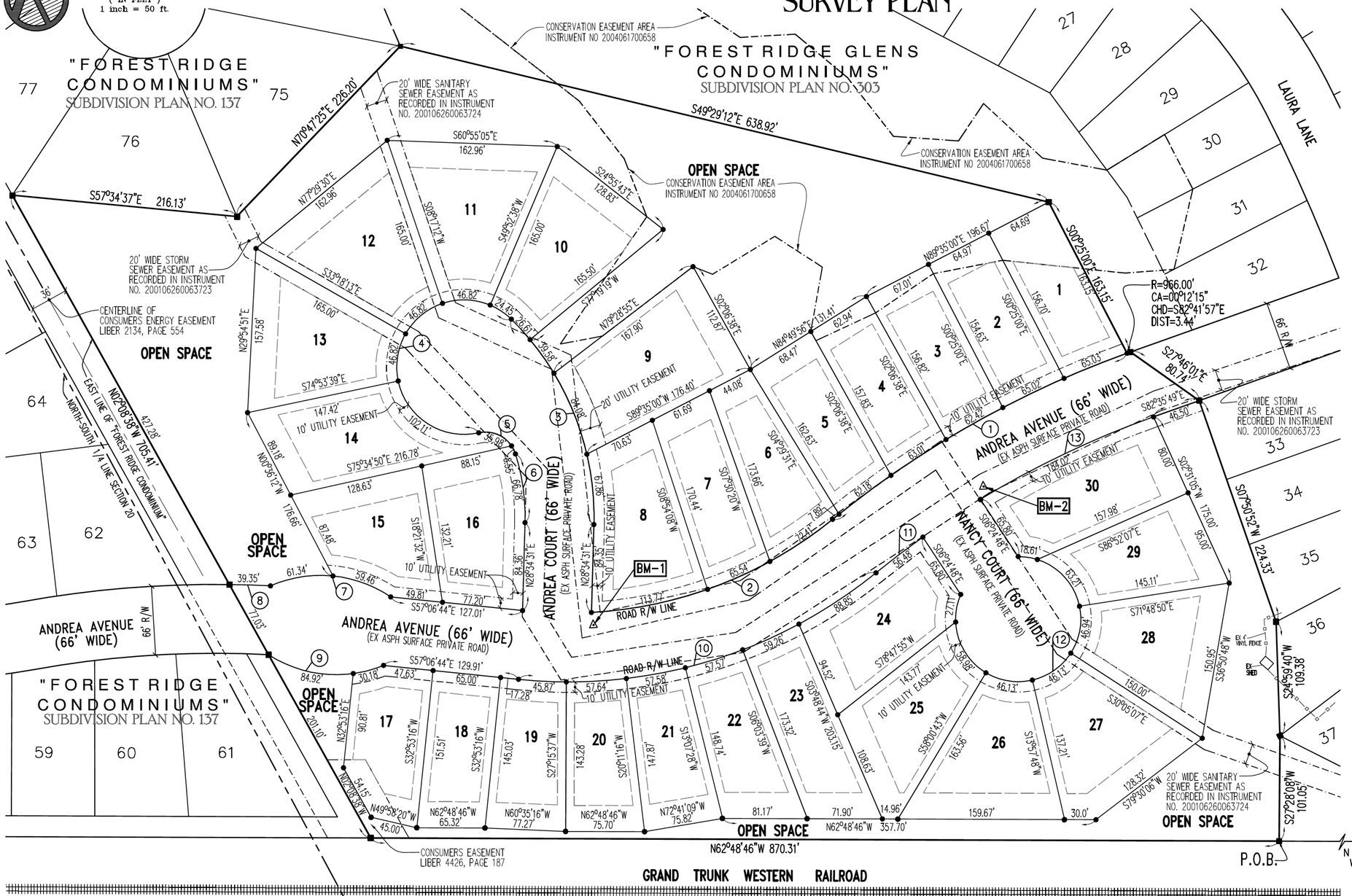
"MUST BE BUILT 12.14.2024"

FOREST RIDGE ESTATES CONDOMINIUM
SURVEY PLAN

NORTH

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION–885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION–882.70 (NAVD88)



NOTES:

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. ALL CURVILINEAR DISTANCE SHOWN FOR UNIT PROPERTY LINES ARE ARC MEASUREMENTS.
3. CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "■" OR SURETY HAS BEEN POSTED.
4. BEARINGS WERE ESTABLISHED FROM "FOREST RIDGE GLENS CONDOMINIUM", GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 303.

SURVEYOR'S CERTIFICATE:

I, JASON P. WHITE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS "FOREST RIDGE ESTATES" NO._____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

LEGEND:

- ■ CONCRETE MONUMENT (1/2" DIA. x 36" LONG IRON ROD INCASED IN 4" DIA. CONCRETE)
- • IRON ROD (1/2" DIA. x 18" LONG) WITH YELLOW CAP INSCRIBED WITH "FLSE JPW"
- BUILDING ENVELOPE AREA
- (2) CURVE NUMBER
- 5 UNIT NUMBER
- S00°40'05"W / 85.00' UNIT PROPERTY LINE (LIMITS OF OWNERSHIP OF LIMITED COMMON ELEMENT)
- BREAK LINES

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C-1	19°18'32"	966.00'	325.55'	164.33'	S87°32'29"W	324.01'
C-2	35°57'56"	401.00'	251.72'	130.16'	N84°07'40"W	247.60'
C-3	46°59'05"	266.00'	218.13'	115.62'	N05°04'57"E	212.07'
C-4	237°11'59"	64.50'	267.02'	118.30'	S42°59'24"W	113.26'
C-5	85°02'16"	30.00'	44.53'	27.51'	S33°04'40"E	40.55'
C-6	19°07'49"	200.00'	66.78'	33.70'	S19°00'35"W	66.47'
C-7	57°55'05"	119.50'	120.80'	66.13'	N57°46'45"W	115.72'
C-8	02°10'57"	1033.00'	39.35'	19.68'	N61°07'56"W	39.34'
C-9	55°11'16"	119.50'	115.10'	62.46'	S57°43'23"E	110.71'
C-10	44°59'55"	467.00'	366.77'	193.43'	S79°36'40"E	357.42'
C-11	03°35'44"	900.00'	56.48'	28.25'	N79°41'15"E	56.47'
C-12	293°15'58"	60.00'	307.11'	39.51'	N83°35'12"E	66.00'
C-13	11°42'55"	900.00'	184.02'	92.33'	S88°27'16"E	183.70'

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

REVISIONS				SHEET NO:
	DRN. BY:	D.S.S.	12.14.2024	2 of 5
	DSN BY:	J.R.B.	"	
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	APPR BY:	J.P.W.	"	

STATE OF MICHIGAN
JASON PAUL WHITE
License No. 4001055012
LICENSED PROFESSIONAL SURVEYOR

DECEMBER 14, 2024
DATE:

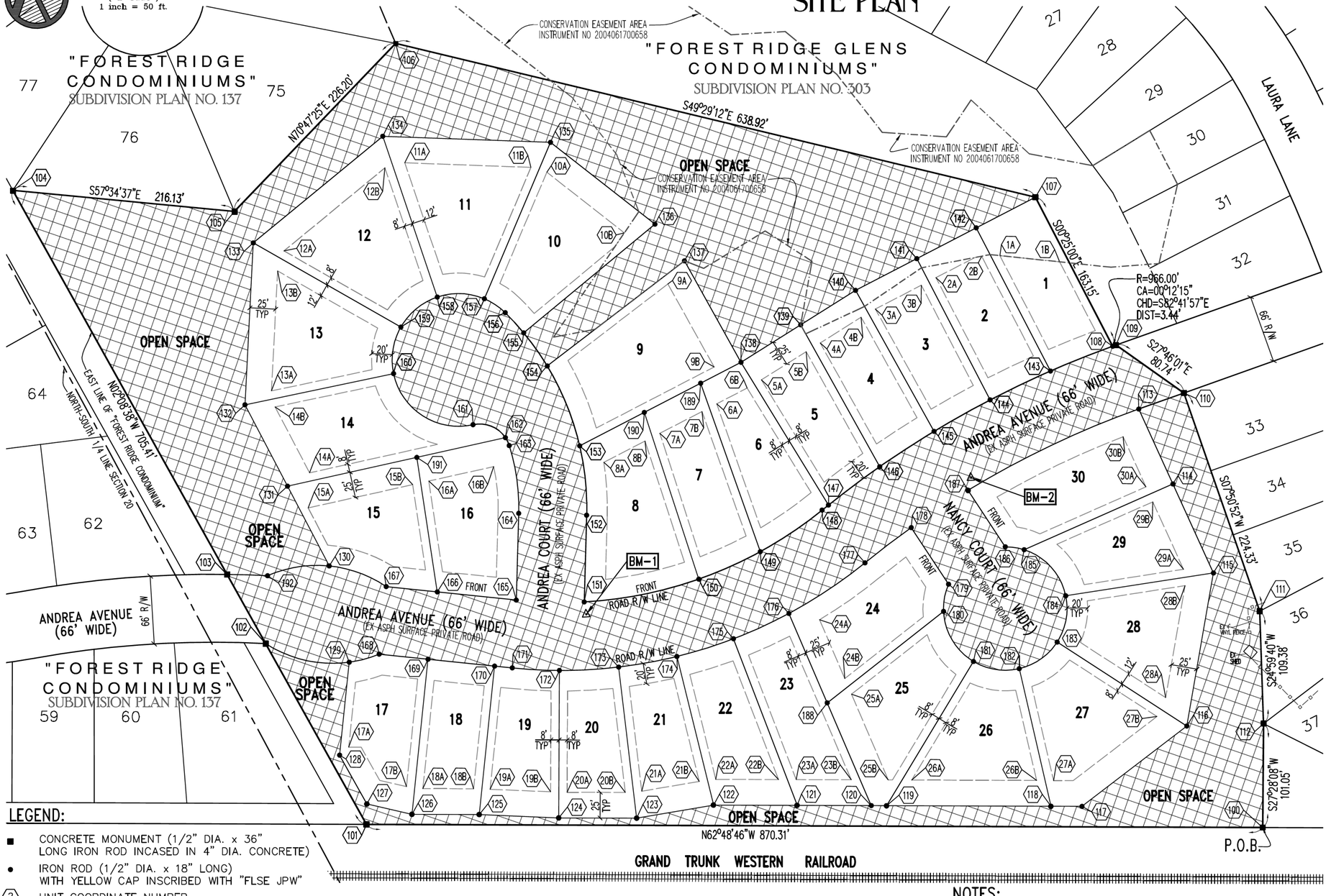
JASON P. WHITE
LICENSED PROFESSIONAL SURVEYOR
REGISTRATION NO. 55012
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14165 N. FENTON ROAD, SUITE 101A
FENTON, MI. 48430

"MUST BE BUILT 12.14.2024"

FOREST RIDGE ESTATES CONDOMINIUM
SITE PLAN

NORTH

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.



BENCHMARK NO. 1	BENCHMARK NO. 2
'+' IN WEST EDGE OF RIM FOR EX SANITARY SEWER MANHOLE, LOCATED ON THE NORTHEAST CORNER OF ANDREA AVE & ANDREA COURT, AS SHOWN ELEVATION=885.70 (NAVD88)	'+' IN WEST EDGE OF RIM FOR EX STORM SEWER MANHOLE, LOCATED ON THE SOUTHEAST CORNER OF ANDREA AVE & NANCY COURT, AS SHOWN ELEVATION=882.70 (NAVD88)

COORDINATE POINTS

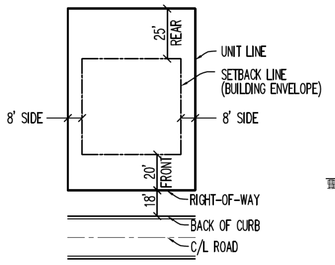
#	NORTHING	EASTING	#	NORTHING	EASTING	#	NORTHING	EASTING
1A	10611.10	10024.80	26B	10140.40	9825.16	142	10645.58	10016.55
1B	10579.40	10073.72	27A	10132.89	9839.78	143	10488.88	10017.69
2A	10620.16	9959.76	27B	10142.80	9957.47	144	10490.48	9952.70
2B	10618.63	10008.74	28A	10159.34	9973.33	145	10487.91	9890.35
3A	10619.68	9893.50	28B	10243.67	10039.52	146	10481.23	9827.70
3B	10620.05	9943.76	29A	10258.59	10045.35	147	10470.65	9766.43
4A	10614.65	9830.79	29B	10330.47	10048.51	148	10469.03	9758.72
4B	10618.88	9877.51	30A	10346.46	10049.21	149	10460.29	9686.93
5A	10608.58	9763.62	30B	10399.89	10051.56	150	10463.62	9621.55
5B	10613.21	9814.83	100	10000.00	10000.00	151	10494.36	9512.41
6A	10607.50	9714.40	101	10397.64	9225.84	152	10568.43	9552.76
6B	10609.74	9747.64	102	10598.60	9218.32	153	10631.50	9577.51
7A	10607.04	9652.12	103	10675.58	9215.44	154	10714.93	9584.46
7B	10607.38	9698.24	104	11107.56	9199.46	155	10754.04	9578.67
8A	10606.60	9590.94	105	10986.68	9381.89	156	10779.67	9571.55
8B	10606.93	9635.90	106	11061.10	9595.50	157	10800.86	9559.67
9A	10732.88	9725.00	107	10646.05	10081.24	158	10823.13	9519.64
9B	10640.60	9728.39	108	10482.90	10082.43	159	10813.20	9474.93
10A	10882.98	9669.52	109	10482.47	10085.84	160	10776.10	9448.07
10B	10796.30	9709.81	110	10411.02	10123.46	161	10696.82	9494.31
11A	10953.70	9550.79	111	10188.79	10092.83	162	10671.37	9516.64
11B	10894.12	9657.91	112	10089.66	10046.61	163	10662.84	9516.45
12A	10930.61	9407.38	113	10417.02	10077.34	164	10600.00	9494.80
12B	10958.08	9531.21	114	10337.10	10073.83	165	10525.92	9454.45
13A	10814.95	9334.84	115	10242.19	10069.65	166	10567.84	9389.62
13B	10916.06	9393.01	116	10121.39	9979.13	167	10594.88	9347.79
14A	10727.19	9331.67	117	10098.01	9852.96	168	10539.48	9311.92
14B	10799.44	9330.91	118	10111.72	9826.27	169	10513.62	9351.92
15A	10697.40	9314.98	119	10184.67	9684.24	170	10478.33	9406.50
15B	10671.53	9415.60	120	10191.51	9670.94	171	10468.95	9421.01
16A	10667.54	9431.14	121	10224.36	9606.98	172	10445.97	9460.69
16B	10651.46	9493.65	122	10261.45	9534.78	173	10422.79	9513.43
17A	10472.34	9244.57	123	10284.01	9462.40	174	10406.30	9568.55
17B	10412.71	9277.14	124	10318.60	9395.06	175	10396.71	9625.28
18A	10403.78	9290.42	125	10356.54	9327.75	176	10394.20	9684.44
18B	10381.28	9334.22	126	10386.39	9269.64	177	10404.49	9772.56
19A	10373.61	9348.31	127	10415.33	9235.19	178	10414.60	9828.12
19B	10344.76	9399.54	128	10469.44	9233.16	179	10349.21	9835.47
20A	10337.17	9413.63	129	10545.70	9282.47	180	10327.83	9819.19
20B	10311.34	9463.92	130	10637.87	9307.61	181	10271.32	9822.97
21A	10305.19	9532.81	131	10725.35	9306.69	182	10244.87	9859.38
21B	10288.24	9532.81	132	10814.52	9305.75	183	10251.18	9903.94
22A	10282.78	9547.97	133	10951.11	9364.33	184	10287.48	9931.79
22B	10254.93	9602.18	134	10986.40	9543.42	185	10345.73	9916.08
23A	10247.09	9617.44	135	10907.19	9685.84	186	10356.58	9901.06
23B	10222.66	9665.00	136	10790.36	9740.14	187	10421.98	9893.70
24A	10375.26	9708.24	137	10745.58	9749.54	188	10299.90	9678.16
24B	10313.19	9704.10	138	10632.78	9753.70	189	10632.46	9709.62
25A	10296.66	9703.00	139	10638.93	9821.88	190	10632.01	9647.93
25B	10206.24	9696.97	140	10644.62	9884.57	191	10693.32	9431.26
26A	10195.84	9717.22	141	10645.11	9951.58	192	10656.58	9249.89

INDIVIDUAL UNIT INFORMATION TABLE

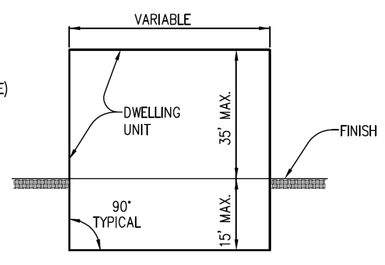
UNIT NUMBER	TOTAL UNIT AREA (SFT)	TOTAL UNIT AREA (ACRES)	BUILDING ENVELOPE (SFT)	FRONT LOT WIDTH AT SETBACK LINE (FEET)
1	10,322	0.237	4,325	65.0
2	10,090	0.232	5,391	65.0
3	10,053	0.231	5,364	63.0
4	9,866	0.226	5,239	63.0
5	10,409	0.239	5,619	63.2
6	10,405	0.239	5,704	76.0
7	10,912	0.251	6,025	65.0
8	14,264	0.327	7,054	86.6
9	16,542	0.380	10,044	87.2
10	14,281	0.328	8,162	60.0
11	15,971	0.367	8,723	60.0
12	15,972	0.367	8,182	60.0
13	14,633	0.336	7,677	60.0
14	14,083	0.323	7,222	84.6
15	12,249	0.281	5,880	115.3
16	12,674	0.291	5,892	60.8
17	10,316	0.237	5,335	76.6
18	9,637	0.221	5,056	65.0
19	10,069	0.231	5,303	65.1
20	9,640	0.221	5,005	60.1
21	9,835	0.226	5,154	60.0
22	10,798	0.248	5,803	60.0
23	11,788	0.271	6,557	60.0
24	13,021	0.299	6,040	64.1
25	12,768	0.293	6,892	63.3
26	13,943	0.320	7,511	60.0
27	14,190	0.326	7,848	60.0
28	13,409	0.308	6,805	60.0
29	10,831	0.249	5,641	63.6
30	14,283	0.328	6,904	60.0

LEGEND:

- ■ CONCRETE MONUMENT (1/2" DIA. x 36" LONG IRON ROD INCASED IN 4" DIA. CONCRETE)
- • IRON ROD (1/2" DIA. x 18" LONG) WITH YELLOW CAP INSCRIBED WITH "FLSE JPW"
- ⟨2⟩ UNIT COORDINATE NUMBER
- BUILDING ENVELOPE AREA
- GENERAL COMMON ELEMENT
- 5 UNIT NUMBER



TYPICAL UNIT SETBACKS
NOT TO SCALE



TYPICAL UNIT SECTION
NOT TO SCALE

NOTES:

1. ALL BUILDING ENVELOPE LINES ARE PARALLEL TO THE UNIT PROPERTY LINES, AND ARE BASED ON THE FOLLOWING SETBACKS MEASURED FROM THE UNIT PROPERTY LINE, UNLESS INDICATED OTHERWISE ON THIS DRAWING.
   MINIMUM REQUIREMENTS
   FRONT SETBACK=20 FEET
   SIDE SETBACK=8 FEET
   REAR SETBACK=25 FEET
2. ALL IMPROVEMENTS SHOWN ON THESE ACCOMPANYING DRAWINGS ARE "PROPOSED, APRIL 1, 2024", AND "MUST BE BUILT".
3. BEARINGS WERE ESTABLISHED FROM "FOREST RIDGE GLENS CONDOMINIUM", GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 303.
4. EASEMENTS ARE DEPICTED ON THE UTILITY PLANS, SHEET 4.
5. ALL GENERAL COMMON ELEMENT AREAS ARE TO BE SEEDED EXCEPT FOR THOSE AREAS WHICH ARE PAVED, OCCUPIED BY STRUCTURES OR AS SHOWN OTHERWISE.
6. THE ROADS WILL BECOME PRIVATE STREETS UNDER THE JURISDICTION OF THE CONDOMINIUM ASSOCIATION.

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

REVISIONS	DRN. BY:	D.S.S.	12.14.2024
	DSN BY:	J.R.B.	"
	CHK'D BY:	J.P.W.	"
	APPR BY:	J.P.W.	"

SHEET NO: 3 of 5

STATE OF MICHIGAN
JASON PAUL WHITE
License No. 4001055012
LICENSED PROFESSIONAL SURVEYOR

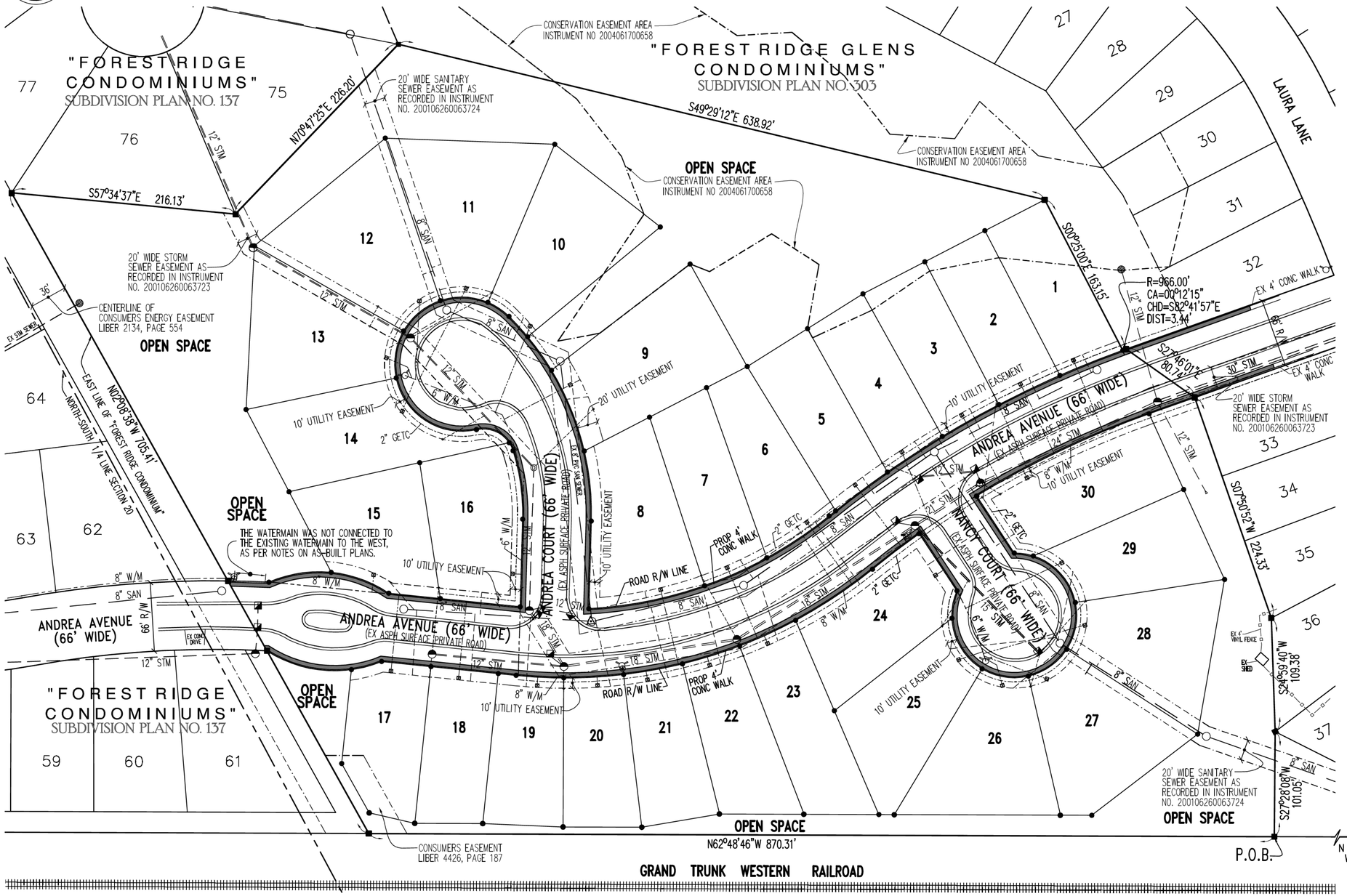
JASON P. WHITE, PS
LICENSED PROFESSIONAL SURVEYOR
REGISTRATION NO. 55012

"MUST BE BUILT 12.14.2024"

FOREST RIDGE ESTATES CONDOMINIUM
UTILITY PLAN

NORTH

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.



LEGEND:

- STORM MANHOLE
- STORM CATCHBASIN
- 12" STM — STORM SEWER
- SANITARY MANHOLE
- 8" SAN. — SANITARY SEWER
- FIRE HYDRANT
- GATE VALVE
- WATER SHUTOFF VALVE
- 8" W/M — WATERMAIN
- 2" GETC — GASMAIN (GAS, ELEC, TEL, & CABLE TV)
- 5 — UNIT NUMBER

NOTES:

1. ALL IMPROVEMENTS SHOWN ON THESE ACCOMPANYING DRAWINGS ARE "PROPOSED, APRIL 1, 2024", AND "MUST BE BUILT".
2. BEARINGS WERE ESTABLISHED FROM "FOREST RIDGE GLENS CONDOMINIUM", GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 303.
3. ALL SANITARY SEWER AND WATERMAIN SYSTEMS ARE PUBLIC UTILITIES AND ARE LOCATED WITHIN AN DEDICATED EASEMENT, AND "MUST BE BUILT".
4. ALL GAS, ELECTRIC, CABLE TV AND TELEPHONE LINES ARE PUBLIC UTILITIES AND ARE LOCATED WITHIN DEDICATED EASEMENT OR ARE COVERED BY A BLANKET TYPE EASEMENT, AND "MUST BE BUILT".
5. LOCATION OF EXISTING GAS, ELECTRIC, CABLE TV AND TELEPHONE LINES TAKEN FROM CONSUMERS ENERGY GAS DISTRIBUTION MAP 05-56-20-1.

STATE OF MICHIGAN
JASON PAUL WHITE
License No. 4001055012
LICENSED PROFESSIONAL SURVEYOR

JASON P. WHITE, PS
LICENSED PROFESSIONAL SURVEYOR
REGISTRATION NO. 55012

"MUST BE BUILT 12.14.2024"

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

REVISIONS				SHEET NO:
	DRN. BY:	D.S.S.	12.14.2024	4 of 5
	DSN BY:	J.R.B.	"	
	CHK'D BY:	J.P.W.	"	
	APPR BY:	J.P.W.	"	

FOREST RIDGE ESTATES CONDOMINIUM

WETLAND PLAN

NORTH

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

"FOREST RIDGE CONDOMINIUMS"
SUBDIVISION PLAN NO. 137

"FOREST RIDGE GLENS CONDOMINIUMS"
SUBDIVISION PLAN NO. 303

CONSERVATION EASEMENT AREA
INSTRUMENT NO 200406170065B

N70°47'25"E 226.20'

S49°29'12"E 638.92'

S57°34'37"E 216.13'

S00°25'00"E 163.15'

R=966.00'
CA=00°12'15"
CHD=S82°41'57"E
DIST=3.44'

S27°46'01"E 80.74'

S07°50'52"W 224.33'

N00°29'06"W 705.41'

EAST LINE OF "FOREST RIDGE CONDOMINIUM"
NORTH-SOUTH 1/4 LINE SECTION 20

WETLAND 'A'
WETLAND 'B'
WETLAND 'C'
WETLAND 'E'

OPEN SPACE
CONSERVATION EASEMENT AREA
INSTRUMENT NO 200406170065B

ANDREA AVENUE (66' WIDE)
(EX ASPH SURFACE PRIVATE ROAD)

ANDREA COURT (66' WIDE)
(EX. ASPH. SURFACE PRIVATE ROAD)

NANCY COURT (66' WIDE)
(EX ASPH SURFACE PRIVATE ROAD)

LAURA LANE

ROAD R/W LINE

66' R/W

N62°48'46"W 870.31'

GRAND TRUNK WESTERN RAILROAD

EAST ROLSTON ROAD (PUBLIC)
NORTH LINE OF SECTION 20
N89°40'00"W 1319.15'
(RECORDED AS 1318.95')

NORTHEAST CORNER,
SECTION 20, T5N-R5E
INSTR #201112160083626

S00°25'00"E 2153.26'

S34°25'52"W 64.75'

N62°48'46"W 534.87'

N 89°40'00"W 109.38'

S27°28'08"W 101.05'

P.O.B.

N LINE OF GRAND TRUNK WESTERN RAILROAD

BY SHED

ENC. VINYL FENCE

NOTE:
THE WETLAND LINE SHOWN WAS FLAGGED AND FIELD LOCATED BY ASTI ENVIRONMENTAL (ASTI) ON MARCH 13, 2024 AND ORIGINALLY FLAGGED BY C.R. CONSULTING AND VERIFIED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) AS PER THE MITIGATION PLAN. THE MDEQ WETLAND PERMIT NUMBER IS 96-11-0210, ISSUED ON AUGUST 9, 1996.

LEGEND:

- ■ CONCRETE MONUMENT (1/2" DIA. x 36" LONG IRON ROD INCASED IN 4" DIA. CONCRETE)
- • IRON ROD (1/2" DIA. x 18" LONG) WITH YELLOW CAP INSCRIBED WITH "FLSE JPW"
- BUILDING ENVELOPE AREA
- 5 UNIT NUMBER
- WETLAND LINE
- CONSERVATION EASEMENT
- 758 EX SURFACE CONTOUR

Fenton Land Surveying & Engineering, Inc
14165 N. FENTON ROAD, SUITE 101A, FENTON, MI 48430
PHONE: 810.354.8115 EMAIL:INFO@FENTONLSE.COM

REVISIONS				SHEET NO:
	DRN. BY:	D.S.S.	12.14.2024	5 of 5
	DSN BY:	J.R.B.	"	
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	APPR BY:	J.P.W.	"	

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"MUST BE BUILT 12.14.2024"

ASTI ENVIRONMENTAL

Assessment • Remediation • Compliance
Restoration • Incentives

10448 Citation Drive, Suite 100
Brighton, MI 48116

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

Sent Via Email Only

November 27, 2024

Danny Nemer
Cedar Creek Construction LLC
8 Emerald Pointe
Linden, MI 48451

RE: Wetland Delineation and Jurisdictional Assessment
Forest Ridge Development (Sidwell No. 61-20-200-014)
Andrea Avenue, City of Linden, Genesee County, Michigan
ASTI File No. A24-0272.00

Dear Mr. Nemer:

On March 13, and October 4, 2024, ASTI Environmental (ASTI) conducted a site investigation to delineate wetland boundaries on the above-referenced property located along Andrea Avenue within the Forest Ridge Development (Property). Following the wetland delineation, a Michigan Department of Environment, Great Lakes, and Energy (EGLE) wetland boundary and regulatory confirmation through the Wetland identification Program (WIP) was requested by Cedar Creek Construction, LLC. The following information summarizes ASTI's findings, which were subsequently revised and confirmed in EGLE WIP No. HQ5-W4Q7-T54AR November 26, 2024, which is attached to this report.

Three wetlands regulated by EGLE and two wetlands not regulated by EGLE were found on the Property (Figure 1 – *GPS-Surveyed Wetland Boundaries*). Wetland boundaries, as depicted on Figure 1, were located using a professional grade, hand-held Global Positioning System unit (GPS).

SUPPORTING DATA AND MAPPING

The USDA Web Soil Survey (WSS), United States Geological Survey (USGS) on-line map store, the National Wetland Inventory Map (NWI), EGLE Wetlands Map Viewer web site, and digital aerial photographs were all used to support the wetland delineation and subsequent regulatory status determination. All reviewed data indicated the presence of wetland in the northern half of the Property.

In addition, the WSS indicated the Property is comprised of the soils Conover loam (0-4% slopes), Wawasee loam (2-6% slopes), Wawasee loam (6-12% slopes), and Morley silt loam (2-6% slopes). According to the WSS, none of these soils are listed as hydric.

FINDINGS

ASTI investigated the Property for the presence of any lakes, ponds, wetlands, and watercourses. This work is based on *MCL 324 Part 301 (Inland Lakes and Streams)* and *Part 303 (Wetland Protection)*.

It should be noted that some municipalities have local wetland ordinances and natural features setbacks that may apply to this property. In addition, in some circumstances the US Army Corps of Engineers (ACOE) may also have jurisdiction of wetlands or watercourses on the Property. If either is the case for your site, this information will also be noted in the wetland descriptions below.

The delineation protocol used by ASTI for this delineation is based on the US Army Corps of Engineers' *Wetland Delineation Manual,* 1987, the *Regional Supplement to the Corps of Engineer Wetland Delineation Manual: Northcentral/Northeast Region*, and related guidance/documents, as appropriate. Wetland vegetation, hydrology, and soils were used to locate the wetland boundaries.

Five wetlands were found on the Property, as discussed below.

Table 1 – Property Wetlands

Wetland Name	Wetland Type	Area within Property (acres)	Location Numbering	Wetland Determination Sheet No.	Upland Determination Sheet No.	ASTI Opinion if Regulated by Part 303
A	Forested	0.11	A-1 to A-10	WT1	UP2	Isolated and less than 5 acres in size. Not regulated under Part 303
B	Forested	0.64	B-1 to B-22	WT2	UP3	Connected to the Shiawassee River via existing stormwater system. **Regulated under Part 303.**

Wetland Name	Wetland Type	Area within Property (acres)	Location Numbering	Wetland Determination Sheet No.	Upland Determination Sheet No.	ASTI Opinion if Regulated by Part 303
*C	Forested & Emergent	1.92	C-1 to C17	WT3	UP4	Greater than 5 acres in size including off-site extents. **Regulated under Part 303**
D	Forested	0.02	D-1 to D-4	WT4	UP6	Isolated and less than 5 acres in size. Not regulated under Part 303
E	Forested	0.48	E-1 to E-12	WT5	UP7	Connected to the Shiawassee River via existing stormwater system. **Regulated under Part 303.**

*It should also be noted that Wetland C appears to be within an EGLE conservation easement (EGLE File No. 96-11-0210). Any work within this easement will require a permit from EGLE.

SUMMARY

The Property contains three wetlands (Wetlands B, C, and E) regulated by EGLE under the Natural Resources and Environmental Protection Act (1994 P.A. 451), Part 303 Wetland Protection, and two wetlands (Wetlands A and D) not regulated by EGLE. Any proposed impact to the areas that EGLE has deemed as regulated will require an EGLE permit.

Additionally, as stated above, Wetland C appears to be within a recorded EGLE conservation easement. Any work within the conservation easement will require a permit from EGLE.

Attached are Figure 1, which shows the GPS-surveyed locations of wetland flagging on the Property and completed US Army Corps of Engineers (ACOE) Wetland Data Forms. Please note that the data sheet numbers match the data collection sampling points shown on Figure 1.

Thank you for the opportunity to assist you with this project. Please let us know if we can be of any further assistance in moving your project forward.

Cordially,

ASTI ENVIRONMENTAL

Kyle Hottinger
Wetland Ecologist
Professional Wetland Scientist #2927

Dianne C. Martin
Director of Ecological Services
Professional Wetland Scientist #1313

Attachments: Figure 1 – *GPS-Surveyed Wetland Boundaries*
Completed ACOE Wetland Data Forms
EGEL WIP Letter HQ5-W4Q7-T54AR Dated November 26, 2024



Forest Ridge Development

Andrea Dr.,
Linden, Genesee Co., MI

ASTI Environmental

Client: Cedar Creek Construction, LLC
Created by: RMH, October 10, 2024, ASTI Project A24-0272.00
Imagery: Michigan Best Available

Figure 1 - GPS-Surveyed Wetland Boundaries

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP1

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): plain Local relief (concave, convex, none): flat Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.82163 Long: -83.777007 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area within a Wetland?** **Yes** ____ **No** X
Hydric Soil Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____
Wetland Hydrology Present?	Yes ____	No X	

Remarks: (Explain alternative procedures here or in a separate report.)
Representative conditions in the SW portion of the site south of Andrea Ave.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: UP1

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Ostrya virginiana*	15	Yes	FACU
2. *Quercus rubra*	35	Yes	FACU
3. *Tilia americana*	10	No	FACU
4. *Quercus macrocarpa*	15	Yes	FACU
5. *Carya ovata*	10	No	FACU
6.			
7.			
	85	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Quercus macrocarpa*	15	Yes	FACU
2. *Cornus racemosa*	10	Yes	FAC
3. *Carya ovata*	10	Yes	FACU
4. *Lonicera tatarica*	15	Yes	FACU
5.			
6.			
7.			
	50	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex woodii*	30	Yes	FACU
2. *Carex blanda*	10	Yes	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	40	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 9 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 22.2% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	20	x 3 =	60
FACU species	155	x 4 =	620
UPL species	0	x 5 =	0
Column Totals:	175 (A)		680 (B)

Prevalence Index = B/A = 3.89

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 3/1	100					Loamy/Clayey	
5-18	10YR 6/3	90	10YR 3/1	5	C	M	Loamy/Clayey	Distinct redox concentrations
			10YR 5/6	5	C	M		Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP2

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): plain Local relief (concave, convex, none): flat Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.821229 Long: -83.775808 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland A

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: UP2

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	15	No	FAC
2. *Quercus rubra*	30	Yes	FACU
3. *Tilia americana*	30	Yes	FACU
4. *Carya ovata*	5	No	FACU
5.			
6.			
7.			
	80	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Carya ovata*	15	Yes	FACU
2. *Lonicera tatarica*	10	Yes	FACU
3. *Rosa multiflora*	5	No	FACU
4.			
5.			
6.			
7.			
	30	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex woodii*	30	Yes	FACU
2. *Bromus inermis*	15	Yes	UPL
3. *Rubus idaeus*	10	No	FAC
4. *Phalaris arundinacea*	5	No	FACW
5. *Carex blanda*	10	No	FAC
6. *Adiantum pedatum*	5	No	FACU
7.			
8.			
9.			
10.			
11.			
12.			
	75	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	35	x 3 =	105
FACU species	130	x 4 =	520
UPL species	15	x 5 =	75
Column Totals:	185 (A)		710 (B)

Prevalence Index = B/A = 3.84

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 3/2	100					Sandy	
14-18	10YR 3/2	95	10YR 6/3	5	C	M	Sandy	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP3

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): plain Local relief (concave, convex, none): flat Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.821066 Long: -83.774649 Datum: NAD83

Soil Map Unit Name: Morley silt loam (2-6% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland B

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: UP3

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	10	Yes	FAC
2. *Juniperus virginiana*	5	No	FACU
3. *Acer saccharinum*	20	Yes	FACW
4.			
5.			
6.			
7.			
	35	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Cornus racemosa*	15	Yes	FAC
2. *Juniperus virginiana*	10	No	FACU
3. *Elaeagnus umbellata*	30	Yes	UPL
4. *Lonicera tatarica*	5	No	FACU
5.			
6.			
7.			
	60	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Poa pratensis*	50	Yes	FACU
2. *Glechoma hederacea*	20	Yes	FACU
3. *Digitaria ischaemum*	15	No	FACU
4. *Phalaris arundinacea*	5	No	FACW
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	90	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	25	x 2 =	50
FAC species	25	x 3 =	75
FACU species	105	x 4 =	420
UPL species	30	x 5 =	150
Column Totals:	185 (A)		695 (B)

Prevalence Index = B/A = 3.76

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-3	10YR 3/2	100					Sandy	
3-18	10YR 5/4	70	10YR 7/6	30	C	M	Sandy	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP4

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): plain Local relief (concave, convex, none): flat Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.822268 Long: -83.775114 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: PSS/EM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland C

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: UP4

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Juglans nigra*	40	Yes	FACU
2. *Ulmus americana*	20	Yes	FACW
3. *Quercus macrocarpa*	10	No	FACU
4.			
5.			
6.			
7.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Lonicera tatarica*	10	Yes	FACU
2.			
3.			
4.			
5.			
6.			
7.			
	10	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex woodii*	25	Yes	FACU
2. *Carex blanda*	5	No	FAC
3. *Poa pratensis*	15	Yes	FACU
4. *Rubus idaeus*	10	No	FAC
5. *Glyceria striata*	5	No	OBL
6. *Phalaris arundinacea*	10	No	FACW
7.			
8.			
9.			
10.			
11.			
12.			
	70	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 20.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	30	x 2 =	60
FAC species	15	x 3 =	45
FACU species	100	x 4 =	400
UPL species	0	x 5 =	0
Column Totals:	150 (A)		510 (B)

Prevalence Index = B/A = 3.40

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 3/2	100					Sandy	
14-18	10YR 4/2	75	10YR 3/2	20	C	M	Sandy	Faint redox concentrations
			10YR 6/8	5	C	PL		Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP5

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): slight slope Local relief (concave, convex, none): slope Slope %: 3-5

Subregion (LRR or MLRA): LRR L Lat: 42.822556 Long: -83.775739 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes X	No ____	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland C and existing cul-de-sac

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: UP5

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	15	Yes	FACW
2. *Tilia americana*	10	Yes	FACU
3. *Carya ovata*	5	No	FACU
4.			
5.			
6.			
7.			
	30	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Cornus racemosa*	40	Yes	FAC
2. *Lonicera tatarica*	15	No	FACU
3. *Fraxinus pennsylvanica*	10	No	FACW
4. *Zanthoxylum americanum*	25	Yes	FACU
5.			
6.			
7.			
	90	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex woodii*	10	Yes	FACU
2. *Carex blanda*	5	Yes	FAC
3. *Glyceria striata*	5	Yes	OBL
4. *Adiantum pedatum*	5	Yes	FACU
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	25	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	25	x 2 =	50
FAC species	45	x 3 =	135
FACU species	70	x 4 =	280
UPL species	0	x 5 =	0
Column Totals:	145 (A)		470 (B)

Prevalence Index = B/A = 3.24

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 3/1	100					Sandy	
5-18	10YR 5/2	75	10YR 6/8	20	C	PL/M	Sandy	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- X Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP6

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): plain Local relief (concave, convex, none): flat Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.822046 Long: -83.77561 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland D

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: UP6

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Tilia americana*	40	Yes	FACU
2. *Ulmus americana*	5	No	FACW
3. *Carya ovata*	10	No	FACU
4. *Quercus rubra*	10	No	FACU
5.			
6.			
7.			
	65	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Carya ovata*	10	Yes	FACU
2. *Lonicera tatarica*	10	Yes	FACU
3.			
4.			
5.			
6.			
7.			
	20	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex woodii*	10	Yes	FACU
2. *Carex blanda*	10	Yes	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	20	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 20.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	5	x 2 =	10
FAC species	10	x 3 =	30
FACU species	90	x 4 =	360
UPL species	0	x 5 =	0
Column Totals:	105 (A)		400 (B)

Prevalence Index = B/A = 3.81

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP6

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-15	10YR 3/1	100					Sandy	
15-18	10YR 3/1	80	10YR 6/4	20	C	PL/M	Sandy	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP7

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): slight slope Local relief (concave, convex, none): slope Slope %: 3-5

Subregion (LRR or MLRA): LRR L Lat: 42.822877 Long: 42.822877 Datum: NAD83

Soil Map Unit Name: Wawasee loam (6-12% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Upland adjacent to Wetland E

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: UP7

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Pinus sylvestris*	40	Yes	UPL
2. *Tilia americana*	15	Yes	FACU
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Ulmus americana*	5	No	FACW
5.			
6.			
7.			
	75	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Cornus racemosa*	40	Yes	FAC
2. *Juniperus virginiana*	10	No	FACU
3. *Elaeagnus umbellata*	15	Yes	UPL
4.			
5.			
6.			
7.			
	65	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex blanda*	5	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	5	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	20	x 2 =	40
FAC species	45	x 3 =	135
FACU species	25	x 4 =	100
UPL species	55	x 5 =	275
Column Totals:	145 (A)		550 (B)

Prevalence Index = B/A = 3.79

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP7

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-12	10YR 3/1	100					Sandy	
12-18	10YR 5/1	75	10YR 5/6	25	C	PL/M	Loamy/Clayey	Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: UP8

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.822231 Long: -83.776765 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____	No X	**Is the Sampled Area**
Hydric Soil Present?	Yes ____	No X	**within a Wetland?** **Yes** ____ **No** X
Wetland Hydrology Present?	Yes ____	No X	If yes, optional Wetland Site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)
Representative conditions in the SW portion of the site north of Andrea Ave.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- ___ Microtopographic Relief (D4)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes ____	No x	Depth (inches): ____
Saturation Present? (includes capillary fringe)	Yes ____	No x	Depth (inches): ____

Wetland Hydrology Present? **Yes** ____ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: UP8

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Carya ovata*	25	Yes	FACU
2. *Tilia americana*	25	Yes	FACU
3. *Quercus macrocarpa*	25	Yes	FACU
4. *Quercus alba*	5	No	FACU
5. *Quercus rubra*	5	No	FACU
6.			
7.			
	85	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Hamamelis virginiana*	5	Yes	FACU
2. *Cornus racemosa*	5	Yes	FAC
3. *Carya ovata*	15	Yes	FACU
4.			
5.			
6.			
7.			
	25	=Total Cover	
Herb Stratum (Plot size: 5')			
1.	0		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
		=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 16.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	105	x 4 =	420
UPL species	0	x 5 =	0
Column Totals:	110 (A)		435 (B)

Prevalence Index = B/A = 3.95

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

___ 2 - Dominance Test is >50%

___ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** ___ **No** X

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point UP8

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-16	10YR 3/2	100					Sandy	
16-19	10YR 3/2	90	10YR 6/4	10	C	PL/M	Sandy	Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: WT1

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.821181 Long: -83.775744 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: Wetland A
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland A - forested wetland in the south central portion of the site.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- x Surface Water (A1)
- x High Water Table (A2)
- x Saturation (A3)
- x Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- x Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- x Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- x Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes x	No ____	Depth (inches): 0.5
Water Table Present?	Yes x	No ____	Depth (inches): 6
Saturation Present? (includes capillary fringe)	Yes x	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: WT1

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	15	Yes	FACW
2. *Populus deltoides*	10	Yes	FAC
3. *Ulmus americana*	25	Yes	FACW
4.			
5.			
6.			
7.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Populus deltoides*	10	Yes	FAC
2. *Cornus racemosa*	5	No	FAC
3. *Fraxinus pennsylvanica*	15	Yes	FACW
4. *Lonicera tatarica*	5	No	FACU
5.			
6.			
7.			
	35	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Phalaris arundinacea*	5	Yes	FACW
2. *Juncus effusus*	15	Yes	OBL
3. *Glyceria striata*	5	Yes	OBL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	25	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 8 (A)

Total Number of Dominant Species Across All Strata: 8 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	60	x 2 =	120
FAC species	25	x 3 =	75
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	110 (A)		235 (B)

Prevalence Index = B/A = 2.14

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

_X_ 2 - Dominance Test is >50%

_X_ 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point WT1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/1	100					Sandy	
6-18	10YR 4/2	85	10YR 3/1	10	C	M	Sandy	Faint redox concentrations
			10YR 5/6	5	C	M		Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- X Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: WT2

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.820965 Long: -83.774481 Datum: NAD83

Soil Map Unit Name: Morley silt loam (2-6% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: Wetland B
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland B - forested wetland in the SE portion of the site.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- x High Water Table (A2)
- x Saturation (A3)
- x Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- x Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- x Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- x Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes x	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes x	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: WT2

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	75	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
	75	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Populus deltoides*	30	Yes	FAC
2. *Cornus racemosa*	15	Yes	FAC
3.			
4.			
5.			
6.			
7.			
	45	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Phalaris arundinacea*	10	Yes	FACW
2. *Onoclea sensibilis*	20	Yes	FACW
3. *Juncus tenuis*	10	Yes	FAC
4. *Glyceria striata*	5	No	OBL
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	45	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	5	x 1 =	5
FACW species	30	x 2 =	60
FAC species	130	x 3 =	390
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	165 (A)		455 (B)

Prevalence Index = B/A = 2.76

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point WT2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 3/1	100					Loamy/Clayey	
8-18	10YR 3/1	85	10YR 7/6	15	C	M	Loamy/Clayey	Prominent redox concentrations
			10YR 6/8	10	C	M		Prominent redox concentrations
			10YR 6/1	5	C	M		Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: WT3

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.822351 Long: -83.774433 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: PSS1/EMC1

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: Wetland C
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland C - wetland in the NE portion of the site - forested portion.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- x High Water Table (A2)
- x Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- x Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- x Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- x Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- x Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes x	No ____	Depth (inches): 4
Saturation Present? (includes capillary fringe)	Yes x	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants. Sampling Point: WT3

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	20	Yes	FAC
2. *Ulmus americana*	20	Yes	FACW
3. *Fraxinus pennsylvanica*	30	Yes	FACW
4.			
5.			
6.			
7.			
	70	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Populus deltoides*	15	Yes	FAC
2. *Fraxinus pennsylvanica*	30	Yes	FACW
3. *Lonicera tatarica*	10	No	FACU
4.			
5.			
6.			
7.			
	55	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex stricta*	30	Yes	OBL
2. *Glyceria striata*	10	Yes	OBL
3. *Carex blanda*	5	No	FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	45	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	40	x 1 =	40
FACW species	80	x 2 =	160
FAC species	40	x 3 =	120
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	170 (A)		360 (B)

Prevalence Index = B/A = 2.12

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point WT3

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 3/1	100					Loamy/Clayey	
8-18	10YR 4/1	70	10YR 6/4	25	C	M	Loamy/Clayey	Distinct redox concentrations
			10YR 5/6	5	C	PL/M		Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: WT4

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.822016 Long: -83.775504 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: Wetland D
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland D - forested wetland in the central portion of the site.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- x High Water Table (A2)
- x Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- x Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- x Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- x Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ____	No x	Depth (inches): ____
Water Table Present?	Yes x	No ____	Depth (inches): 5
Saturation Present? (includes capillary fringe)	Yes x	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: WT4

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Tilia americana*	10	Yes	FACU
2. *Ulmus americana*	10	Yes	FACW
3. *Fraxinus pennsylvanica*	30	Yes	FACW
4.			
5.			
6.			
7.			
	50	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Fraxinus pennsylvanica*	20	Yes	FACW
2.			
3.			
4.			
5.			
6.			
7.			
	20	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Geum canadense*	10	Yes	FAC
2. *Glyceria striata*	10	Yes	OBL
3. *Carex blanda*	10	Yes	FAC
4. *Cinna arundinacea*	5	No	FACW
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	35	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 85.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	10	x 1 =	10
FACW species	65	x 2 =	130
FAC species	20	x 3 =	60
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column Totals:	105 (A)		240 (B)

Prevalence Index = B/A = 2.29

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point WT4

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-9	10YR 3/1	100					Loamy/Clayey	
9-18	10YR 5/1	70	10YR 3/1	5	C	M	Loamy/Clayey	Faint redox concentrations
			10YR 6/4	5	C	PL/M		Distinct redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Northcentral and Northeast Region
See ERDC/EL TR-12-1; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 11/30/2024
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Forest Ridge Development City/County: Linden-Genesee Co. Sampling Date: 3-13-24

Applicant/Owner: Cedar Creek Construction LLC State: MI Sampling Point: WT5

Investigator(s): ASTI-KAH Section, Township, Range: Sec 20 T5N R6E

Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave Slope %: 1-3

Subregion (LRR or MLRA): LRR L Lat: 42.823006 Long: -83.777021 Datum: NAD83

Soil Map Unit Name: Conover loam (0-4% slopes) NWI classification: PSS1/EM1C

Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes x No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No ____	**Is the Sampled Area within a Wetland?** **Yes** X **No** ____
Hydric Soil Present?	Yes X	No ____	If yes, optional Wetland Site ID: Wetland E
Wetland Hydrology Present?	Yes X	No ____	

Remarks: (Explain alternative procedures here or in a separate report.)
Wetland E - forested wetland in the NW portion of the site.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- x High Water Table (A2)
- x Saturation (A3)
- x Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- x Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ Marl Deposits (B15)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Moss Trim Lines (B16)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- x Geomorphic Position (D2)
- ___ Shallow Aquitard (D3)
- x Microtopographic Relief (D4)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes x	No ____	Depth (inches): 0.1
Water Table Present?	Yes x	No ____	Depth (inches): 2
Saturation Present? (includes capillary fringe)	Yes x	No ____	Depth (inches): 1

Wetland Hydrology Present? **Yes** X **No** ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

VEGETATION – Use scientific names of plants.

Sampling Point: WT5

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharinum*	10	No	FACW
2. *Populus deltoides*	40	Yes	FAC
3. *Fraxinus pennsylvanica*	30	Yes	FACW
4.			
5.			
6.			
7.			
	80	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15')			
1. *Fraxinus pennsylvanica*	40	Yes	FACW
2. *Populus deltoides*	5	No	FAC
3. *Cornus amomum*	15	Yes	FACW
4.			
5.			
6.			
7.			
	60	=Total Cover	
Herb Stratum (Plot size: 5')			
1. *Carex lacustris*	10	Yes	OBL
2. *Phalaris arundinacea*	10	Yes	FACW
3. *Carex stricta*	10	Yes	OBL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
	30	=Total Cover	
Woody Vine Stratum (Plot size: 15')			
1.	0		
2.			
3.			
4.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	105	x 2 =	210
FAC species	45	x 3 =	135
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	170 (A)		365 (B)

Prevalence Index = B/A = 2.15

Hydrophytic Vegetation Indicators:

___ 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0[1]

___ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? **Yes** X **No** ___

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point WT5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/1	100					Loamy/Clayey	
6-18	10YR 3/1	70	10YR 5/1	20	C	M	Loamy/Clayey	Faint redox concentrations
			2.5Y 7/4	5	C	M		Prominent redox concentrations

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Mesic Spodic (A17) **(MLRA 144A, 145, 149B)**
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Polyvalue Below Surface (S8) (**LRR R, MLRA 149B**)
- ___ Thin Dark Surface (S9) (**LRR R, MLRA 149B**)
- ___ High Chroma Sands (S11) (**LRR K, L)**
- ___ Loamy Mucky Mineral (F1) (**LRR K, L**)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- X Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Marl (F10) (**LRR K, L**)
- ___ Red Parent Material (F21) **(MLRA 145)**

Indicators for Problematic Hydric Soils[3]:

- ___ 2 cm Muck (A10) (**LRR K, L, MLRA 149B**)
- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR K, L, R**)
- ___ Polyvalue Below Surface (S8) (**LRR K, L**)
- ___ Thin Dark Surface (S9) (**LRR K, L**)
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Piedmont Floodplain Soils (F19) (**MLRA 149B**)
- ___ Red Parent Material (F21) **(outside MLRA 145)**
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: none

Depth (inches): ___

Hydric Soil Present? **Yes** X **No** ___

Remarks:

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING

GRETCHEN WHITMER
GOVERNOR

PHILLIP D. ROOS
DIRECTOR

November 26, 2024

VIA EMAIL

Danny Nemer
Cedar Creek Construction
8 Emerald Pointe
Linden, Michigan 48451

Dear Danny Nemer:

SUBJECT: Wetland Identification Report
MiEnviro Site Name: 25-Andre Ct-Linden
MiEnviro WIP Application Submission Number: HQ5-W4Q7-T54AR

The Department of Environment, Great Lakes, and Energy's (EGLE) Water Resources Division (WRD) conducted a Level 3 Wetland Identification Program (WIP) review of an assessment area consisting of approximately 15 acres on property (61-20-200-014) located in Town 05N, Range 06E, Section 20; Linden (Figure 1) during October 4, 2024. The review was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); and Rule 4(1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your WIP application.

Staff from the WRD reviewed pertinent information such as historical aerial imagery, topographic mapping data, soils survey data, and surface hydrology data. The on-site investigation was conducted with your wetland consultant present and included a review of plants, hydrology, and soils.

Staff confirm, in part, the wetland boundary lines delineated by your consultant. A total of 0.33-acre of Wetland C (primarily at the wetland's northwest end) had been overlooked during the consultant's original delineation. Evidence showed that the areas exhibit wetland hydrology during a typical growing season.

The site map (Figure 2) of the WIP assessment area was created by combining information from your consultant and the WRD. The new map identifies areas containing regulated wetland, unregulated wetland, and non-wetland (upland).

Wetlands: B, C, and E, within the assessment area are regulated by the WRD because of wetland size and/or contiguity to a pond, lake, or stream. For the areas [approx. 3 acres total on site] identified as regulated wetland on the site map (Figure 2), please be advised that any of the following activities require a permit under Part 303:

a) Deposit or permit the placing of fill material in a regulated wetland.
b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
c) Construct, operate, or maintain any use or development in a regulated wetland.
d) Drain surface water from a regulated wetland.

Two very small wetlands located within the central/southcentral portion of the site are not regulated by the WRD because they are not contiguous to the Great Lakes, an inland lake or pond, or a river or stream; and are less than 5 acres in size. For the areas identified as non-wetland (upland) on the site map (Figure 2), the WRD lacks jurisdiction under Part 303 for activities occurring there.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other programs administered by EGLE. Any land use activities undertaken within the assessment area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this Wetland Identification Report does not constitute a determination of the jurisdiction under local ordinances or federal law. The United States Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the federal Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, the WRD is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the United States Environmental Protection Agency. Your assessment area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request the WRD reassess the wetland boundaries and regulatory status of wetlands within any portion of the assessment area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification assessment area must be accompanied by supporting evidence with regard to wetland vegetation, soils, or hydrology that are different from, or in addition to, the information relied upon by WRD staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Please use the MiEnviro submission number assigned to this project site if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until November 26, 2027, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at GyekisK@Michigan.gov; 517-243-5002; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,



Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

Enclosures
cc: Linden Clerk
Genesee County Soil Erosion Enforcement Agent (CEA)
Genesee County Health Department
Rade Beslac, Fenton Land Surveying & Engineering, Inc
Jeff Pierce, EGLE
Brittney Beavers, EGLE

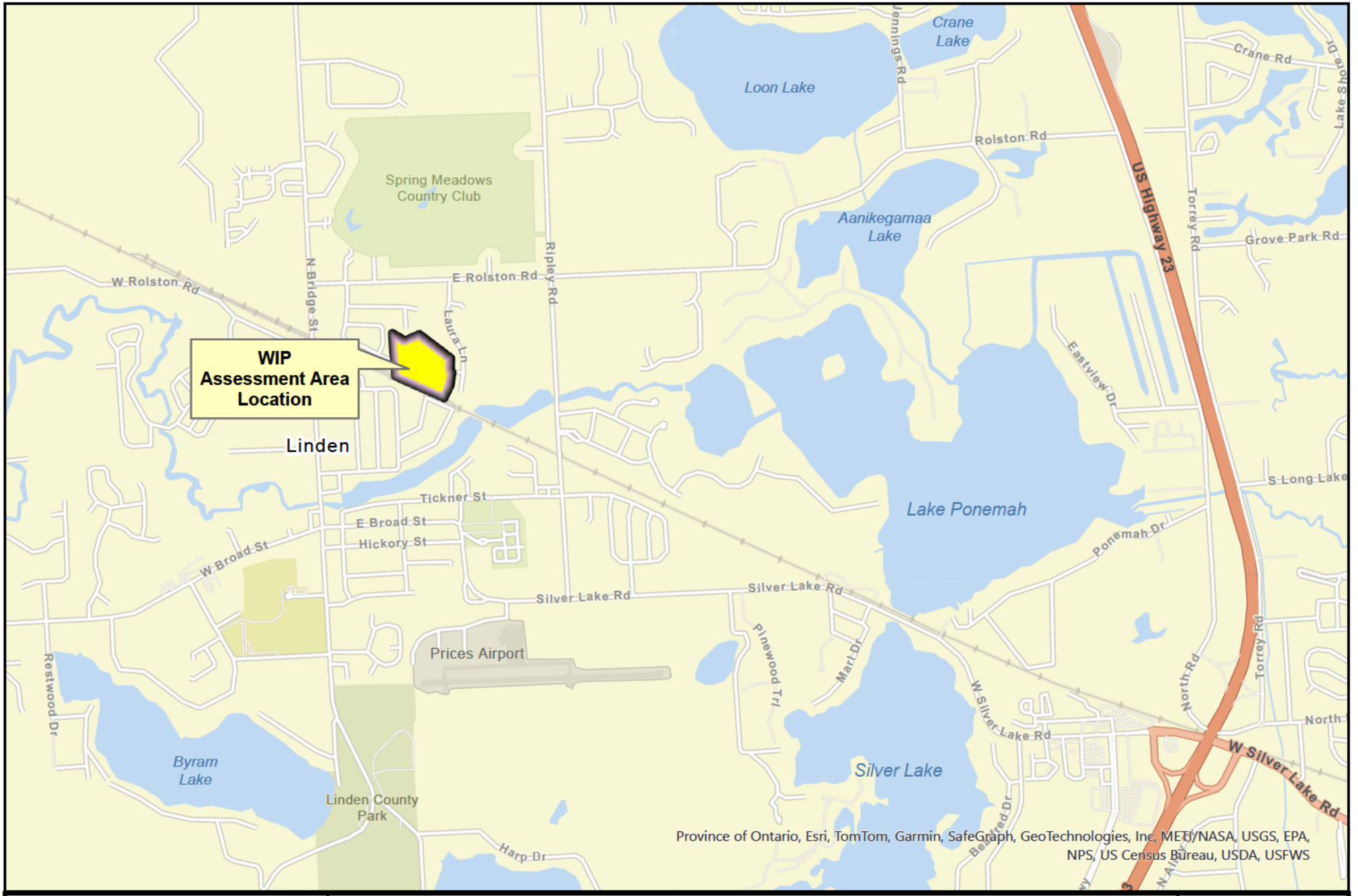


Figure 1. | EGLE WIP Site Location
Andre Ct
Linden
WIP - HQ5-W4Q7-T54AR

0 0.28 0.55 1.1 1.65 2.2 Miles

EGLE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: Nov., 2024
K. Gyekis,
Wetlands, Lakes,
and Streams Unit, EGLE WRD



Figure 2. | EGLE WIP Site Detail
Andre Ct
Linden
WIP - HQ5-W4Q7-T54AR

WIP Assessment Area

EGLE Unregulated Wetland

EGLE Regulated Wetland

0 55 110 220 330 440 Feet

This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.

This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

EGLE

Map created: Nov., 2024
K. Gyekis,
Wetlands, Lakes,
and Streams Unit, EGLE WRD

January 15, 2025

This is a chronological summary of the correspondence between the attorneys for Forest Ridge Glens and Forest Ridge Estates. Copies of all of the letters referred to are attached to this summary.

First, we must note that the master deed for Forest Ridge Glens grants Forest Ridge Estates an express easement to use the roads in Forest Ridge Glens, but does not require any contribution toward maintenance expenses. This was an express choice by the developer of Forest Ridge Glens when it recorded the master deed for that project.

1. On May 31, 2024, Todd Skowronski, the attorney for Forest Ridge Glens, sent a letter to the developer of Forest Ridge Estates. In that letter, he demanded that Forest Ridge Estates enter into an agreement for completion of the roads sidewalks and other common elements of Forest Ridge Glens retroactive to the time that before the Forest Ridge Estates developer acquired title to the Forest Ridge Estates property, despite the fact that no development has yet commenced on Forest Ridge Estates. He also demanded that Forest Ridge Estates enter into an agreement regarding construction damage to the roads, sidewalks, and other common elements in Forest Ridge Glens, even though no construction has yet commenced. His third demand was a cross easement agreement between the two condominium projects in which Forest Ridge Estates pay 38% (30/79) and Forest Ridge Glens pay 62% (49/79) of all costs incurred by Forest Ridge Glens for the maintenance, repair, and replacement of all sidewalks, roads, stormwater drainage systems, and others shared items in Forest Ridge Glens. He did not propose that Forest Ridge Glens would share in any similar expenses for shared items in Forest Ridge Estates. Accordingly, his proposal was one sided.

2. On October 3, 2024 the attorney for Forest Ridge Estates, George Rizik, responded to the May 31, 2024 letter from Mr. Skowronski, proposing to share the costs of

maintenance of entranceway amenities and the detention basin On a 62%-38% basis. That letter also proposed that the owners of Forest Ridge Estates be solely responsible for their roads and that the owners of Forest Ridge Glens responsible solely for their roads. However, he also proposed that the owner of Forest Ridge Estates would fill the potholes on the roads in Forest Ridge Glens up-front at its own expense.

3. On October 25, 2024 the attorney for Forest Ridge Estates asked Mr. Skowronski for a response to the letter of October 3, 2024.

4. On November 7 2024, Mr. Skowronski responded by threatening litigation unless the owner of Forest Ridge Estates complied with the demands in his earlier letter.

5. Finally on January 15, 2025, Mr. Rizik wrote another letter to Mr. Skowronski with a new proposal that addressed all of the outstanding issues. Generally it states that future maintenance expenses would be shared on a proportionate use basis, which is what Mr. skowronski focused on in his letter of November 7, 2024. However it stated that it was only fair that each of the projects bring their own roads up to the specifications required by their respective site plan approvals. It noted that Forest Ridge Glens has never completed its roads in accordance with its site plan approval. Nor did the prior owners own the Forest Ridge Estates property. The new owner of the Forest Ridge Estates property will have to complete the roads in that project, and it is likely that the city will require a bond for completion. However the Forest Ridge Glens project has never completed its roads as required by the City of Linden. And it seems unfair that the Forest Ridge Estates owner would have to complete those Forest Ridge Glens roads since Forest Ridge Estates has never used those roads, and the owners in Forest Ridge Glens have never completed the roads or had to pay for completion of the roads in their project.

MAGWV
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MAGLAWPLLC.COM

TODD J. SKOWRONSKI
ATTORNEY AND COUNSELOR AT LAW
TSKOWRONSKI@MAGLAWPLLC.COM
(248) 254-7594

May 31, 2024

Via First Class and Certified Mail

Danem Group LLC
Danny Nemer
8 Emerald Pointe
Linden, MI 48451

Re: Forest Ridge Glens / Forest Ridge Estates – Cost Sharing Agreement

Dear Mr. Nemer:

We represent the Forest Ridge Glens Association. We write regarding development of the proposed Forest Ridge Estates Condominium in the City of Linden and your responsibility for shared road access and utility easement expenses over Forest Ridge Glens. We ask you to contact us to formalize a cost sharing agreement to govern shared costs now and in the future, as well as formalize agreement on compensation for any construction damage that occurs during the build out of Forest Ridge Estates.

As you know, the Forest Ridge Estates Condominium will lay on land that was originally defined as "Additional Land" or "Proposed Future Development" land in the Forest Ridge Glens Condominium Master Deed ("Master Deed"), Article VI. That area is also depicted on the recorded Condominium Subdivision Plan for Forest Ridge Glens. Further, the Master Deed at Article VIII, Section 3(a) specifically reserved "perpetual easements for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Additional Land, regardless of who owns the Additional Land." Master Deed, Article VIII, Section 3(b) likewise reserves easements for the Additional Land for utility tie ins and usage. We note that Danem Group LLC has been a beneficiary of these easements since it took title on June 23, 2023. Indeed, you use the Association's roads now and will use them during construction.

What the Master Deed does not contain, however, is any cost sharing formula or ratio to specify how much money the owner of the Additional Land will owe to Forest Ridge Glens Association for usage of these easements. We write to resolve that now. Please contact me within 30 days to begin a dialog on the following issues: (A) Payment of a proportionate share of expenses incurred since Danem Group LLC took title to the parcel on June 23, 2023, (B) formal agreement regarding construction damage to the Forest Ridge Glens roads, sidewalks, or other common elements during construction, and (C) formalizing an appropriate cross-easement / cost-sharing agreement between the two condominiums.

Given that Forest Ridge Estates will apparently contain 30 Units, we propose a cost sharing ratio of 30/79, or 37.97% of all costs incurred by Forest Ridge Glens Association for maintenance, repair and replacement of all sidewalks, roads, storm water drainage system, and any other shared item. That ratio is based on the fact that there are 49 Units in Forest Ridge Glens, plus the 30 in Forest Ridge Estates, for a total of 79. Forest Ridge Glens would be responsible for the other 49/79 or 62.03%.

Please contact me within 30 days to begin this dialog. If you do not, my client may have no choice but to petition the courts for a declaratory judgment regarding how much Danem Group LLC and Forest Ridge Estates should pay as the legal beneficiaries of access and utility easements over Forest Ridge Glens. We are hopeful, however, that you recognize that our request is reasonable, necessary, and frankly industry standard. I look forward to hearing from you soon. Thank you.

Sincerely,
MAKOWER ABBATE GUERRA
WEGNER VOLLMER PLLC

Todd J. Skowronski

RIZIK & RIZIK
ATTORNEYS AT LAW

9400 S. Saginaw Street, Suite E, Grand Blanc, MI 48439.
Telephone: 810.953.6000
E-mail: george.rizik@riziklaw.com

October 3, 2024

Todd J. Skowronski Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Road
Farmington Hills, Michigan 48334

Re: Forest Ridge Glens Association and Danem Group LLC

Dear Mr. Skowronski:

I represent Danem Group LLC and am informed that you represent Forest Ridge Glens Association. I have reviewed your draft of a proposed Maintenance and Expense Sharing Agreement for Laura Lane (which is in your client's condominium project). The proposal asks my client to pay for use of an easement that was granted to it with no requirement for financial participation or contribution, as recognized in your draft. My client will not agree to the terms of that proposal. However, my client would consider a proposal that includes the following general terms, if and only if these terms were included in a formal agreement that is executed by both parties:

1. Entranceway Amenities. Subject to an approved budgeting process, my client would contribute 38% of the costs of the routine maintenance costs for the entranceway landscaping (mulch, bushes, plantings).

2. Potholes. Subject to identification of the extent of the work, my client would pay all costs of a one-time initial filling of current potholes on Andrea Avenue and on that portion of Laura Lane that is north of its intersection with Andrea Avenue, prior to commencement of construction on my client's property.

3. Detention Basin. My client would pay all costs of modification of the existing detention basin that are necessary for servicing of my client's property. My client would contribute 38% of the costs of all necessary future maintenance of the detention basin.

4. Roads. My client would be responsible for the performance and payment of costs for all future paving on Andrea Avenue without any contribution from your client; and your

client would be responsible for the performance and payment of costs for all future paving on Laura Lane without any contribution from my client.

Because my client already has an express easement to use Laura Lane, but no financial obligation with respect to Laura Lane (to your credit — and I mean this sincerely – you stated this in your draft) this proposal is generous.

I look forward to your client's response.

On the assumption that the parties consider this issue a dispute or controversy, this communication is protected by MRE 408 as settlement discussions. This is not an offer, but only an outline of a possible accommodation.

Thank you for your cooperation.

Sincerely,

Rizik & Rizik



George F. Rizik, II

GFR:cel
c: Client via email

RIZIK & RIZIK
ATTORNEYS AT LAW

9400 S. Saginaw Street, Suite E, Grand Blanc, MI 48439.
Telephone: 810.953.6000
E-mail: george.rizik@riziklaw.com

October 25, 2024

Todd J. Skowronski Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Road
Farmington Hills, Michigan 48334

Re: Forest Ridge Glens Association and Danem Group LLC

Dear Mr. Skowronski:

I wrote to you on October 3, 2024, regarding the road issues involving Danem Group LLC and Forest Ridge Glens Association. You have not responded. Will you be responding?

Thank you for your cooperation.

Sincerely,

Rizik & Rizik



George F. Rizik, II

GFR:cel
c: Client via email

MAGWV
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30140 ORCHARD LAKE ROAD
FARMINGTON HILLS, MI 48334
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TODD J. SKOWRONSKI
ATTORNEY AND COUNSELOR AT LAW
TSKOWRONSKI@MAGLAWPLLC.COM
(248) 254-7594

November 7, 2024

Via First Class Mail

Rizik & Rizik
Attn: George F. Rizik, II
9400 S. Saginaw St., Ste. E
Grand Blanc, MI 48439

Re: Forest Ridge Glens / Forest Ridge Estates – Cost Sharing Agreement

Dear Mr. Rizik:

We write in response to your letter of October 3, 2024 on behalf of your client Danem Group LLC. We disagree with the core contention in your letter that because the easements referenced in my client's Master Deed are silent on cost sharing, that means my client as the owner of the land must bear all costs forever. That is incorrect under governing law.

In the absence of any express agreement to the contrary, the common law of easements applies. As discussed in cases like *Bowen v Buck & Fur Hunting Club*, 217 Mich App 191, 193-94 (1991), when the servient estate owner also uses the easement along with the dominant estate owner, then the parties share in the costs of maintence in proportion to their use. That is a straightforward proposition.

We previously cited the road and storm drainage easements referenced in the Condominium's Master Deed at Article VIII, Section 3(a)-(b). Notably absent from those grants of easement is any discussion whatsoever of cost sharing. It would be one thing if those easements said that the Association shall bear 100% of the costs of maintenance, repair or replacement. Or something like "the owners of the Additional Land shall equally share in all costs of maintenance, repair and replacement of the easement granted herein." But the easements say nothing like that. All that we know is that your client has an easement over our client's roads, as well as to tie into our client's storm drain system.

Bowen, 217 Mich App at 193-94 speaks *directly* to this situation. "We agree with this position and adopt the rule that the maintenance costs of an easement used jointly by both the dominant and servient owners are to be paid in proportion to each party's use." That is the legal basis for our original demand that the parties come to an agreement on a cost-sharing arrangement. We reiterate that request now, but now more as a legal demand given your client's position.

At this point, we do not feel it productive to speak to the specifics of your client's counter proposal. We will note, however, the logical inconsistency of offering, on the one hand, to actually enter into a perpetual cost sharing agreement regarding detention basin maintenance, while refusing to

agree to a similar agreement as to roads. In both cases, your client will be the perpetual beneficiary of the easements, so why contribute to costs for one, but not the other?

We ask that your client review the relevant on-point case law and reconsider its refusal to pay for its proportionate share of all costs of maintenance, repair and replacement of all roads, walkways, and the storm drain system. If it will not, we're destined for court. We believe that a judge will review *Bowen* and impose via a declaratory judgment a cost sharing arrangement that will look exactly like what we are current proposing. My client would much rather spend the time and legal fees coming up with that agreement now, rather than go to court. But your client's counter offer is simply and flatly rejected.

Please advise within 14 days of your client's response. Thank you.

Sincerely,
MAKOWER ABBATE GUERRA
WEGNER VOLLMER PLLC

Todd J. Skowronski

RIZIK & RIZIK
ATTORNEYS AT LAW

9400 S. Saginaw Street, Suite E, Grand Blanc, MI 48439.
Telephone: 810.953.6000
E-mail: george.rizik@riziklaw.com

January 15, 2025

Todd J. Skowronski Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Road
Farmington Hills, Michigan 48334

Re: Forest Ridge Glens Association and Danem Group LLC

Dear Mr. Skowronski:

Your most recent letter, that of November 7, 2024, does nothing other than reiterate a fixed position, without any hint of compromise. I discussed this with my client. He wants his project to complement the existing Forest Ridge Glens, and is willing to work with that association. However, its demands to date have been unreasonable; and that was made clear by its attacks on the City of Linden planning commission at its November 4, 2024, meeting.

Nevertheless, my client has asked me to approach your client, through you, once again in a good faith attempt to resolve your client's demands. Because the issues addressed in this letter and our past letters constitute a dispute or controversy, this communication, which is an attempt to settle or compromise, is protected by MRE 408 as settlement discussions. This is not an offer, but only an outline of a possible accommodation.

You have focused in your letters on the concept of proportionate use as the basis for contribution. Therefore, let's discuss a proposal that honors your ideas and incorporates the following elements:

1. Entranceway Amenities. Subject to an approved budgeting process, each association – Forest Ridge Glens Association and Forest Ridge Estates Association – would contribute its "proportionate share" of the costs of the annual routine maintenance costs for the entranceway landscaping (mulch, bushes, plantings).

2. Current Road Repairs.

    a. The roads in Forest Ridge Glens were never completed by its developer. The residents of Forest Ridge Glens purchased their lots and built their houses

knowing that those roads were not completed and took the risk of non-completion.

b. Similarly, the roads in the proposed Forest Ridge Estates were never completed by its original "developer."

c. The roads in both Forest Ridge Glens and proposed Forest Ridge Estates require pothole filling, asphalt wedging, and the asphalt finishing coat (or topcoat).

d. Neither my client nor any owner (there aren't any) in proposed Forest Ridge Estates uses the roads in Forest Ridge Glens. Similarly, for purposes of this letter only, I will assume that no owners in Forest Ridge Glens use the roads in Forest Ridge Estates regularly for their primary means of ingress and egress.

e. Therefore, a fair treatment of this situation is for the Forest Ridge Glens Association to complete its roads to its approved site plan specifications, and for the Forest Ridge Estates Association to complete its roads to its approved site plan specifications. The Forest Ridge Estates Association should not bear the expense of completing the roads in Forest Ridge Glens.

3. Future Road Maintenance. Because the roads in Forest Ridge Glens and Forest Ridge Estates are available to all owners in both of those projects. Therefore, subject to an approved budgeting process, each association – Forest Ridge Glens Association and Forest Ridge Estates Association – would contribute its "proportionate share" of the costs of the maintenance costs for all roads in Forest Ridge Glens and Forest Ridge Estates.

4. Detention Basin. My client would pay all costs of modification of the existing detention basin that are imposed by the City of Linden site plan approval resolution as necessary for servicing of my client's property. Thereafter, each association – Forest Ridge Glens Association and Forest Ridge Estates Association – would contribute its "proportionate share" of the costs of the maintenance costs of the detention basin.

As used above, the term "proportionate share" reflects that typically used in expansion provisions of condominium master deeds, with which you are likely familiar: The Co-owners of each project shall be responsible from time to time for payment of a proportionate share of all road maintenance expenses, which share shall be determined by multiplying those total expenses by a fraction, the numerator of which is the number of completed units in that project, and the denominator of which is comprised of the number of completed units in both projects. So, if there were 49 completed units in Forest Ridge Glens and 30 completed units in Forest Ridge Estates, then Forest Ridge Glens would pay 49/79 of all road maintenance costs

for both projects and Forest Ridge Estates would pay 30/79 of all road maintenance costs for both projects; and if there were 49 completed units in Forest Ridge Glens and 20 completed units in Forest Ridge Estates, then Forest Ridge Glens would pay 49/69 of all road maintenance costs for both projects and Forest Ridge Estates would pay 20/69 of all road maintenance costs for both projects; and if there were 49 completed units in Forest Ridge Glens and no completed units in Forest Ridge Estates, then Forest Ridge Glens would pay 49/49 of all road maintenance costs for both projects and Forest Ridge Estates would pay 0/49 of all road maintenance costs for both projects. This method of calculating the proportionate share is consistent with your focus on "proportionate use" cited in the *Bowen* case upon which you rely in support of your client's position.

The relevant proportionate share could be calculated periodically as Forest Ridge Estates is built out. Completed units would consist of units with houses that have received certificates of occupancy.

This is a working outline, not an offer. No agreement shall be formed unless and until the parties enter into a formal written and fully signed and notarized recordable agreement.

I look forward to your client's response.

Thank you for your cooperation.

Sincerely,

Rizik & Rizik

George F. Rizik, II

GFR:cel
c: Client via email

From:	George F. Rizik, II
To:	Michael Gildner; Young, Adam
Cc:	Mr. Dan Nemer; Danny Nemer; Rade Beslac
Subject:	Forest Ridge Estates Condominium
Date:	Thursday, November 7, 2024 8:13:25 AM
Attachments:	110624 Master Deed Bylaws.pdf

This message originated outside of Wade Trim

Messrs. Gildner and Young:

Attached is the most recent draft of the proposed master deed and bylaws for the above project. This draft addresses the comments in your most recent review letters, and also includes reference to the minimum square footage of dwellings as was mentioned at this week's PC meeting. The redline markings show the changes that I made from the prior draft of 9-17-24.

My final recordable draft will correct some of the formatting issues (e.g. paging) that are apparent in this draft.

Thank you,

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FOREST RIDGE ESTATES CONDOMINIUM
MASTER DEED

This Master Deed is executed on September 17, 2024, by Danem Group LLC, a Michigan limited liability company ("Developer"), 8 Emerald Pointe, Linden, Michigan 48451, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, the attached Bylaws (Exhibit A), the attached Condominium Subdivision Plan (Exhibit B), and the attached City of Linden Notice Provisions (Exhibit C), the Developer intends to establish the real property described in Article 2 below as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Forest Ridge Estates Condominium as a Condominium Project under the Act and declares that Forest Ridge Estates Condominium (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided that:

Article 1. Title and Nature. The Condominium Project shall be known as Forest Ridge Estates Condominium, Genesee County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct improvements on his Unit subject to the Condominium Documents and all applicable laws.

Article 2. Legal Description. The land submitted to the Condominium Project is described as:

[Insert final legal description here]

Article 3. Definitions. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Forest Ridge Estates Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the

meanings given to them in the Act. The following terms are not defined in the Act, and shall have the following respective meanings:

§3.1. Development Period. "Development Period" means the period commencing on the date this Master Deed is recorded and ending on the date that the Developer no longer owns title to any Unit in the Project.

§3.2. Municipality. "Municipality" means City of Linden, which is located in Genesee County, Michigan.

§3.3. Storm Water Management System. "Storm Water Management System" means all the storm water management and drainage facilities serving the Project as shown on Exhibit B, including without limitation all areas designated as drainage easements and easements for storm water retention and detention. Storm Water Management System includes both the storm water drainage facilities within the General Common Elements and also those within easements on individual Units or on Limited Common Elements appurtenant to Units, and shall also include any storm water filtration facilities in the Project whether within the General Common Elements or within easements on individual Units or on Limited Common Elements appurtenant to Units.

Article 4. Common Elements. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

§4.1. General Common Elements. The General Common Elements are:

¶4.1.1. Roads and Parking Lots. The roadways and parking lots located within the boundaries of Forest Ridge Estates Condominium. The roads in the Project are private roads; the City of Linden shall not take ownership of the roads in the project and shall have no responsibility for the repair, maintenance or replacements of the roads in the Project.

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¶4.1.2. Land. That part of the land within the Condominium Project that is not identified as either Units or Limited Common Elements.

¶4.1.3. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Unit and all common lighting for the Project, if any is installed.

¶4.1.4. Storm Water Management System. Those parts of the Storm Water Management System serving the Project that are designated on the Condominium Subdivision Plan as General Common Elements. In addition, some of the storm water detention and retention areas are not designated as General Common Elements on the Condominium Subdivision Plan, but instead are located within easements that are within the boundaries of certain Units in the Project. Nevertheless, those portions of the Storm Water Management System that are located in such easements are General Common Elements.

¶4.1.5. Water and Sanitary Sewers. The water mains, if and when they are installed, and sanitary sewer mains servicing the Project, if and when they are installed, up to the point where they intersect the boundary of a Unit, but not laterals or service leads to a Unit.

¶4.1.6. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and

sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

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¶4.1.7. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit, and that are intended for common use of all Co-owners or are necessary to the Project.

§4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

¶4.2.1. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

¶4.2.2. Utility Leads. All utility laterals and service leads serving a Unit are limited in use to the Units serviced by them.

¶4.2.3. Driveways. Private driveways serving individual Units are Limited Common Elements and are limited in use to the Units serviced by them, even if they are located partially on the General Common Element land area (for example within the 66 feet wide General Common Element road right of way).

§4.3. Structures on Units Not Common Elements. Except as otherwise provided in the Condominium Documents, all structures and improvements located within the boundaries of a Unit, including but not limited to buildings, landscaping, water wells, and septic systems, shall be owned in their entirety by the Co-owner of the Unit on which they are located and shall not be either Units or Common Elements. This is a site condominium, and no Unit is located within a building. A Unit consists of the ground surface, the airspace above the ground surface, and the subsurface all within the boundaries of the Unit as depicted on Exhibit B.

§4.4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

¶4.4.1. Co-owner Responsibilities.

4.4.1.1. Units and Limited Common Element Land Areas. The Co-owner of a Unit shall have responsibility for performance of and payment of the costs of maintenance, decoration, repair, replacement, obtaining property insurance, and obtaining liability insurance of each Unit, all improvements on that Unit, all Limited Common Elements appurtenant to that Unit, and all improvements on the Limited Common Elements appurtenant to that Unit, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association. The foregoing notwithstanding, the Co-owner of that Unit shall not have responsibility for performance of and payment of those costs for those portions of the Storm Water Management System located on a Unit or its appurtenant Limited Common Elements nor for actual General Common Element physical improvements (for example utility mains) located on a Unit or Limited Common Elements.

4.4.1.2. Utility Services. The responsibility for and cost of maintenance, repair and

replacement of all utility laterals and service leads within a Unit or it's appurtenant Limited Common Elements and all expenses of providing utility service to a Unit shall be borne by the Co-owner of that Unit, except to the extent that those expenses are borne by a utility company or a public authority.

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4.4.1.3. Certain Land. If any portion of the General Common Element land area is located between a Unit and the paved portion of a road in the Project or between a Limited Common Element and the paved portion of a road in the Project, then the Co-owner of that Unit or the Co-owner of the Unit to which the Limited Common Element pertains shall have responsibility for performance of and payment of the costs of maintenance, decoration, and repair of that portion of General Common Land area.

¶4.4.2. Association Responsibilities.

4.4.2.1. Except as otherwise provided herein, the costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

4.4.2.2. The responsibility for and costs of maintenance, repair and replacement of the Storm Water Management System, including easements located on a Unit or Limited Common Element, shall be borne by the Association.

§4.5. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

§4.6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§4.7. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities. Unless and until they are dedicated to the public, the Association shall have the responsibility for the maintenance, repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each of those Units shall

be assessed a proportionate share equal to its Percentage of Value of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities, which may be assessed as part of the regular assessments and/or as special assessments against those Units. The operation, maintenance, repair and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads, storm water detention areas and storm water filtration facilities operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws and applicable laws, then, in addition to all other remedies available under applicable law, City of Linden, the Genesee County Drain Commissioner, the Michigan Department of Environment, Great Lakes and Energy, and their respective contractors and agents, may, at their option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Municipality, the County and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus an administrative fee of 15%. If the Association does not reimburse the Municipality for those costs, then the Municipality, at its option, may assess the cost therefor against the co-owners of the Units in the Project, to be collected as a special assessment on the next annual tax roll of the Municipality. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of City of Linden. . The roads in the Project are private roads; the City of Linden shall not take ownership of the roads in the project and shall have no responsibility for the repair, maintenance or replacements of the roads in the Project.

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§4.8. Conflicts Between Master Deed and Subdivision Plan. If there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

§4.9. The City of Linden shall have the right but not the duty to undertake repairs to the Common Elements of the Condominium that it deems necessary for the health, safety, and welfare, whether emergencies or otherwise.

Article 5. Unit Descriptions and Percentages of Value.

§5.1. Description of Units. Each Unit in the Condominium Project is described in this Article with reference to the Condominium Subdivision Plan of Forest Ridge Estates Condominium as prepared by Fenton Land Surveying & Engineeering Inc. (Exhibit B). The Project consists of thirty (30) site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B. None of the Units in the Project is enclosed within a structure; and no structure is included within the definition of the term "Unit."

§5.2. Percentages of Value. The percentage of value of each Unit is equal to the quotient resulting from

dividing 100% by the number of Units in the Project. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

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Article 6. Subdivision, Consolidation and Other Modifications of Units. Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§6.1. By Developer. Subject to approval by City of Linden, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

¶6.1.1. Subdivide Units. Subdivide or resubdivide any Units that it owns.

¶6.1.2. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

¶6.1.3. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

¶6.1.4. In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

§6.2. By Co-owners. Subject to approval by City of Linden and, during the Development Period, the Developer, one or more Co-owners may:

¶6.2.1. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

¶6.2.2. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

¶6.2.3. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§6.3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

§6.4. Percentages of Value. If as a result of consolidation, subdivision, or relocation of Unit boundaries as set forth above there is a change in the number of Units, then the percentages of value of the Units in the Project shall be adjusted so that the percentage of value of each Unit is equal to the quotient resulting from dividing 100% by the resulting number of Units in the Project. In other words, for example, a Unit resulting from the consolidation of two adjacent Units shall thereafter be only one Unit for all purposes, including percentage of value.

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§6.5. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit a single-family residence and other improvements permitted by the Condominium Documents and applicable laws. All construction shall be in accordance with and subject to the Condominium Documents, Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions. Dwellings, buildings and other improvements constructed on a site Unit are not considered Units or Common Elements.

Article 7. Easements.

§7.1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Limited Common Element setback areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element or another Unit due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

§7.2. Easements Retained by Developer.

¶7.2.1. Roadway Easements.

7.2.1.1. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

7.2.1.2. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Forest Ridge Estates Condominium. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records.

¶7.2.2. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors

and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

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¶7.2.3. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

¶7.2.4. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

§7.3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

§7.4. Association Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

§7.5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with

such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

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§7.6. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage, coordinated maintenance and operation of Forest Ridge Estates Condominium and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of Forest Ridge Estates Condominium.

§7.7. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the Genesee County Drain Commissioner, the Michigan Department of Michigan Department of Environment, Great Lakes and Energy, and City of Linden and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of City of Linden.

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§7.8. Storm Water Management System Easements. The Developer, the Association and all appropriate governmental agencies and bodies shall have easements for the construction, operation, administration, maintenance, repair and replacement of the Storm Water Management System over, under, across and through those portions of the Condominium Premises, including all Units and Common Elements, designated on Exhibit B hereto as storm water detention areas or easements, storm water retention areas or easements, storm water drainage areas or easements. No Co-owner shall modify any portion of the Storm Water Management System without the prior written consent of the Board of Directors of the Association.

Article 8. Withdrawal of Land. Developer may withdraw land from the Condominium project pursuant to Section 67 of the Act. If Developer withdraws land from the Project pursuant to Section 67 of the Act, then the portions of the Project withdrawn shall automatically be granted easements for utilities, roads, sidewalks and other access purposes through the Condominium Project for the benefit of the land withdrawn. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the percentages of value pursuant to Section 96 of the Act.

Article 9. Amendment. This Master Deed, the Bylaws and Condominium Subdivision Plan may be amended as set forth in this Article.

§9.1. Consent Required for Material Changes. Except as provided in this Article the Master Deed, Bylaws, and Condominium Subdivision plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3 of the votes

of the Co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held. The 2/3 majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. For purposes of this Section, the affirmative vote of a 2/3 of Co- owners means 2/3 of all Co-owners entitled to vote as of the record date for those votes.

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§9.2. Amendments That Do Not Materially Affect Owners or Mortgagees. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any unit affected by the change.

§9.3. Modification of Percentage of Value, Units or Common Elements. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article 3, Paragraph 3.4.3 of the Bylaws and except as provided in Articles 6, 7, and 8 of this Master Deed. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of the Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed.

§9.4. By Developer. Prior to 1 year after expiration of the Construction and Sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

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§9.5. Mortgagee Consent. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

¶9.5.1. Termination of the Condominium Project.

¶9.5.2. A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

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¶9.5.3. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

¶9.5.4. Elimination of a requirement for the Association of Co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the condominium unit subject to the mortgagee's mortgage.

¶9.5.5. The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.

¶9.5.6. The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

§9.6. Mortgagee Consent Procedure. To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in this section applies.

¶9.6.1. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots. Any mortgagee ballots not returned within 90 days of mailing shall be counted as approval for the change.

¶9.6.2. The date on which the proposed amendment is approved by the requisite majority of Co-owners is referred to as the "control date". Only those mortgagees who hold a duly recorded mortgage or a duly recorded assignment of a mortgage against 1 or more Condominium Units in the Condominium Project on the control date are entitled to vote on the amendment. Each mortgagee entitled to vote shall have 1 vote for each Condominium Unit in the Project that is subject to its mortgage or mortgages, without regard to how many mortgages the mortgagee may hold on a particular Condominium Unit.

¶9.6.3. The Association of Co-owners shall give a notice to each mortgagee entitled to vote containing all of the following:

9.6.3.1. A copy of the amendment or amendments as passed by the Co-owners.

9.6.3.2. A statement of the date that the amendment was approved by the requisite majority of Co-owners.

9.6.3.3. An envelope addressed to the entity authorized by the Board of Directors for tabulating mortgagee votes.

A statement containing language in substantially the following form: "A review of the

Association records reveals that you are the holder of 1 or more mortgages recorded against title to 1 or more Units in the Forest Ridge Estates Condominium. The Co-owners of the Condominium adopted the attached amendment to the Condominium Documents on [insert control date]. Pursuant to the terms of the Condominium Documents and/or the Michigan Condominium Act, you are entitled to vote on the amendment. You have 1 vote for each Unit that is subject to your mortgage or mortgages. The amendment will be considered approved by mortgagees if it is approved by 66-2/3% of the mortgagees. In order to vote, you must indicate your approval or rejection on the enclosed ballot, sign it, and return it not later than 90 days from [insert control date]. Failure to timely return a ballot will constitute a vote for approval. If you oppose the amendment, you must vote against it.".

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9.6.3.4. A ballot providing spaces for approving or rejecting the amendment and a space for the signature of the mortgagee or an officer of the mortgagee.

9.6.3.5. A statement of the number of condominium units subject to the mortgage or mortgages of the mortgagee.

9.6.3.6. The date by which the mortgagee must return its ballot.

¶9.6.4. The Association of Co-owners shall mail the notice required by Subsection 10.6.3 to the mortgagee at the address provided in the mortgage or assignment for notices by certified mail, return receipt requested, postmarked within 30 days after the control date.

¶9.6.5. The amendment is considered to be approved by the mortgagees if it is approved by 66-2/3% of the mortgagees whose ballots are received, or are considered to be received, in accordance with Section 90(2) of the Act, by the entity authorized by the Board of Directors to tabulate mortgagee votes not later than 100 days after the control date. In determining the 100 days, the control date itself shall not be counted but the one-hundredth day shall be included unless the one-hundredth day is a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail, in which case the last day of the 100 days shall be the next day that is not a Saturday, Sunday, legal holiday, or holiday on which the United States postal service does not regularly deliver mail.

¶9.6.6. The Association of Co-owners shall maintain a copy of the notice, proofs of mailing of the notice, and the ballots returned by mortgagees for a period of 2 years after the control date.

§9.7. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-Developer Co-owners. The Condominium Project may not be terminated, vacated, revoked or abandoned without the formal approval of the City of Linden.

§9.8. Developer Approval. The foregoing notwithstanding, the Association may not amend the Condominium Documents without the consent of the Developer during the Construction and Sales Period regardless of whether or not the amendment materially affects the rights of a Co-owner or mortgagee. Article 6, Article 7, Article 8, and this Article 9 shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer during the Development Period. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby. Reserved rights may not be amended except by or with

the consent of the Developer.

§9.9. Costs. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

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§9.10. Notice of Amendments. Co-owners shall be notified of proposed amendments, under this section, not less than 10 days before the amendment is recorded.

§9.11. Municipality Approval. Any provision of this Master Deed, the Bylaws and any other Condominium Document to the contrary notwithstanding, this Master Deed, the Bylaws and any other Condominium Document shall not be amended, and the Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of City of Linden.

Article 10. Assignment. The Developer may assign any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Genesee County Register of Deeds. If Developer does not assign its rights in writing, then those rights shall be deemed to have been automatically assigned to the Association on the first anniversary of the end of the Development Period.

Danem Group LLC
A Michigan limited liability company

By _____
Daniel Nemer, its authorized member

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On September 17, 2024, the foregoing Master Deed was acknowledged before me by Daniel Nemer, the authorized member of Danem Group LLC, A Michigan limited liability company, on behalf of the limited liability company.

_____

Drafted by and when recorded return to: George F. Rizik, II (P30595), Attorney at Law

9400 S. Saginaw St., Suite E, Grand Blanc, Michigan 48439, (810) 953-6000

EXHIBIT A TO MASTER DEED

BYLAWS OF FOREST RIDGE ESTATES CONDOMINIUM

Article 1. Association of Co-owners. Forest Ridge Estates Condominium, a residential site condominium Project located in City of Linden, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Article 2. Restrictions. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§2.1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes. The Common Elements shall be used only for purposes consistent with single-family residential use. No building or improvement of any kind shall be erected within a Unit except one private residential dwelling and any other buildings and improvements that are expressly permitted by the Condominium Documents.

§2.2. Architectural Control and Construction Regulations. Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over, and the rights of approval and enforcement of the restrictions contained in this Section 2.2. The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as Certificates of Occupancy have been issued for dwelling structures in one hundred percent (100%) of the Units. There shall be no surrender of this right prior to the issuance of Certificates of Occupancy for dwelling units on one hundred percent (100%) of the Units unless and until the Developer has specifically assigned to the Association or to a successor developer, the power to appoint and remove the members of the Architectural Control Committee by a written instrument executed by the Developer in recordable form. From and after the date of an assignment to the Association or successor developer, or the expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the assignee of that right (or the Board in the absence of such an assignment) and the Developer shall thereafter have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one (1) but not more than three (3) persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated for time expended in architectural control activities.

¶2.2.1. The primary purpose of providing for architectural control is to assure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the

Condominium consistent with the surrounding area. To this end, the Architectural Control Committee shall be deemed to have broad discretion to determine what dwelling structures, fences, walls, hedges or other structures and/or improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose of any restriction.

¶2.2.1. In no event shall the Developer, any successor developer, the Association or the Architectural Control Committee have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or delay in acting upon, any plans, drawings, specifications, elevations of dwelling units, fences, walls, hedges or other structures or improvements subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Developer or any successor developer, the Association or the Architectural Control Committee have any liability to anyone, including but not limited to Unit Co-owners, for approval to plans, specification, structures or the like, which are not in conformity with the provisions of the Condominium Documents, or for disapproving or delaying the approval of plans, specifications, structures or the like, which may be in conformity with the Condominium Documents. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer, any successor developer, the Association, the individual directors and/or officers of the Association, or the Architectural Control Committee for any decision of the Developer, any successor developer, the Association or the Architectural Control Committee (or alleged failure or delay of the Developer, any successor developer, the Association or the Architectural Control Committee to make a decision) relative to the approval or disapproval of the dwelling structure and/or improvement or any aspect or other matter as to which the Developer or successor developer, acting through the Architectural Control Committee or otherwise, reserves the right to approve or waive under the Condominium Documents.

¶2.2.2. The approval by the Developer, successor developer or Architectural Control Committee, as the case may be, of a structure, improvement or other matter shall not be construed as a representation or warranty that the structure, improvement or other matter is in conformity with the ordinance or other requirements of , or of any other governmental authority with jurisdiction, or with any law or statute. Any obligation or duty to ascertain any such non-conformities or to advise the Co-owner or any other person of the same (even if known) is hereby disclaimed.

¶2.2.3. Architectural Control Process. Except as otherwise expressly provided, a Co-owner intending to construct, erect, modify or install any dwelling structure, garage, fence, wall, substantial additional landscape planting, tree, drive, walk, dog run, basketball backboard, playground equipment, deck, pool, hot tub, gazebo, exterior light post, gate or other structure or improvement, or to change the exterior appearance or elevation of any structure, in either case located upon a Unit, shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, residence, garage and landscape plans, as applicable, prepared and (if required by law) sealed by an architect registered in the state of Michigan, or by another person or entity approved by the Architectural Control Committee, showing the size, nature, kind, type and color of the elevations, façade, height, materials, color scheme (including but not limited to stain and paint colors), siding, location and approximate cost of such improvement. Before commencing the construction or installation of any building or other improvement, the Co-owner must obtain the express written consent of the Architectural Control Committee, which shall have the sole and absolute discretion to determine the suitability of same. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Architectural Control Committee.

¶2.2.4. Construction Regulations; Landscaping. All Units shall meet or exceed applicable municipal ordinances pertaining to setbacks, building height, lot coverage, landscaping, etc. Without limiting the generality of the foregoing, each dwelling structure shall have a minimum area of 1,150 square feet as provided by the City of Linden Zoning Ordinance for single family residences in the zoning district in which the Project is located.

¶2.2.5. Typical Yard Setbacks. The yard setback requirements as may be established by the Municipality from time to time shall be adhered to in the construction of any dwelling structure or other improvement upon a Unit, unless a variance therefrom is granted by the Municipality and the Developer, during the Development and Sales Period, or Association thereafter, consents thereto.

¶2.2.6. Garages. All houses shall have a 2-car attached garage.

¶2.2.7. Stoops, Porches, Decks, Balconies and Window Awnings. Insofar as permitted by Municipality ordinance, an open, unenclosed and uncovered stoop, porch, deck, balcony or window awning may project into a Unit's required front yard for a distance not to exceed eight feet (8') but may not be closer than five feet (5') to the front Unit line. At no time may the elevation exceed the height of the front entrance to the structure. Stoops, porches, decks, balconies and windows may project into a Unit's required rear yard for a distance not to exceed fifteen feet (15') but may not project into the Unit's required side yard.

¶2.2.8. Fences. No Fences shall be erected or installed on a Unit or its appurtenant Limited Common Elements unless approved by the Architectural Control Committee. Fences shall conform with any applicable Municipality ordinance but, even when permitted thereby, in no event shall exceed six feet (6') in height, measured from the surface of the ground, and shall not extend toward the front of the Unit nearer than the front of the dwelling structure or the required minimum front setback, whichever limitation is the greater. Fences in excess of three feet (3') on corner lots shall not extend toward the front or side yard facing the street nearer than the required yard setback on both the front and side yard, nor be in excess of forty-nine percent (49%) solid or impervious, nor obstruct the vision of motorists in the triangular area formed by the intersection of the street right- of-way lines and a line connecting two (2) points located on those intersecting right-of-way lines twenty-five feet (25') from the point of intersection with the right-of-way lines. All fences shall be constructed of material specifically designed for such purposes. Used materials, such as doors or similar structures, shall not be utilized as fences. All fences shall be constructed of materials approved by the building official of the Municipality and shall be durable, weather resistant, rustproof and easily maintained. Fences made of wood or wood products are not permitted and are expressly prohibited.

¶2.2.1. Lawn Areas. All areas of a Unit not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding. Soil erosion controls shall be maintained until sod or hydroseeding has established growth taller than 2" above grade and established an adequate root system.

¶2.2.2. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of the dwelling on any Unit and not nearer to any sideline of the Unit than any portion of the dwelling, so that the playsets are not visible from the road and not obtrusive to adjacent Units. The type and size of playsets are subject to prior written approval by the Architectural Control Committee.

¶2.2.3. Pools. The Architectural Control Committee may permit inground swimming pools but is not required to permit them. If permitted, then the pools, decks, and other related equipment shall

be constructed and installed in strict accordance with the terms and conditions imposed by the Architectural Control Committee in connection with any such approval by the Architectural Control Committee. Above-ground pools are expressly prohibited.

§2.3. Alterations and Modifications of Units and Common Elements.

¶2.3.1. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Developer. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit (except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended), unless approved in writing by the Developer. After the initial construction of a dwelling structure upon or other improvement to a Unit, as provided in Section 2.2, no Co-owner shall alter the exterior appearance or structural elements of the dwelling structure or improvement, nor make any change in any of the Common Elements, General or Limited, without the express written approval of the Board (which approval shall be in recordable form) and of the Developer during the Development and Sales Period, including, without limitation, those items set forth in Section 2.2, where applicable, exterior painting, lights, aerials or antennas (except those antennas referred to in Paragraph 2.3.2 below), awnings, doors, shutters, newspaper holders, mailboxes, or other exterior attachments or modifications. Notwithstanding having obtained such approval by the Board and the Developer, if required, the Co-owner shall obtain any required building permits and in all other respects shall comply with all building requirements of the Municipality. The Board may only approve such modifications as do not impair the soundness, safety or utility of the Condominium Project.

¶2.3.2. Notwithstanding the provisions of Paragraph 2.3.1 above, a Co-owner of a Unit may install an antenna that is expressly permitted by the FCC-OTARD Rules in or on the dwelling structure constructed upon his Unit, subject to the following: (a) the provisions of any municipality ordinance, (b) the provisions of this Section, (c)the provisions of any written rules and regulations promulgated by the Board. Currently, the OTARD Rules permit the following: (1) A dish antenna one meter or less in diameter that is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services; (2) An antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services; (3) An antenna that is designed to receive local television broadcast signals. Antenna installation on General Common Element areas is prohibited. The rules and regulations promulgated by the Board governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals and may not extend more than twelve

(12) feet above the roofline without Board approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Paragraph 2.3.2 and all rules and regulations promulgated by the Board regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Paragraph and the rules and regulations, then the Association and Co-owner shall meet to discuss the installation promptly and in any event within seven (7) days, if possible, after receipt by the Association of the notice. The Association may prohibit Co-owners from installing the aforementioned Satellite Dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewer's rights under Section 207 of the Federal Communications Commission ("FCC") rules. This Paragraph is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by Order on Reconsideration released September 25, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Paragraph may be modified through rules and regulations promulgated by the Board pursuant to Section 2.9 of these Bylaws.

¶2.3.3. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article 5 hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter or other Common Element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§2.4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that cannot be amicably resolved shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association. A Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition on his Unit, if approved. Activities deemed offensive and expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

§2.5. Pets. No animals, other than two domesticated household pets (including only cats and dogs), shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall at all times be leashed and attended to by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 5 of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

§2.1. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. Trash shall be stored out of sight in standard receptacles specified by the Developer and placed at the curb for trash pickup no sooner than the evening before the collection day. If City of Linden does not provide for trash collection, then Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Developer in writing. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Unit. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that is detrimental to the appearance of the Condominium. Without written approval by the Architectural Control Committee, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located on his Unit. In connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit. The type, style and location of basketball goals/hoops/poles are subject to approval by the Architectural Control Committee. Goals/Hoops/Poles shall be located as to be as unobtrusive as possible. Goals/Hoops/Poles shall not be located forward of the front of a residence.

§2.2. Vehicles. Only automobiles, motorcycles and vehicles used primarily for general personal transportation purposes may be parked upon the Condominium Premises, and all those shall be parked in garages or in the driveway of the Unit owned by the owner of that vehicle. House trailers, trucks (other than personal-use pick-up trucks), commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers or other vehicles shall not be parked anywhere in the Condominium outside of garages. No vehicles of any type may be parked upon the roads in the Condominium. No inoperable vehicles of any type may be stored on the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads.

§2.3. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in City of Linden for the resale of single famiily homes, shall be displayed without written permission from the Association and, during the Development Period, from the Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

§2.4. Rules and Regulations. The Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all rules, regulations and amendments shall be furnished to all Co-owners.

§2.5. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

§2.6. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on the Common Elements.

§2.7. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, except to the extent those damages or costs are

covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 5.

§2.8. Reserved Rights of Developer.

¶2.8.1. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed, and the degree of harmony with the Condominium as a whole. The purpose of this Paragraph is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development. This Paragraph shall be binding upon the Association and all Co-owners.

¶2.8.2. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 2 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

¶2.8.3. Developer's Right to Approve Contractors. The Developer reserves the right to approve or disapprove, in its sole discretion, any or all contractors for construction of residences and related structures to be built within the Condominium Premises, for the purpose of regulating construction activities and promoting high quality construction standards.

¶2.8.4. Developer's Right to Receive Minutes. After the Transitional Control Date and prior to the expiration of the Development and Sales Period, the Developer, upon written request to the Board, shall have the right to be provided with copies of all minutes of regular and special meetings of the Board and of the members of the Association.

¶2.8.5. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article 2. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of those high standards, then the Developer, or any person to whom he may assign

this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

§2.9. Leasing and Rental.

¶2.9.1. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 2.1 subject to the provisions of Paragraph 2.9.2 below. No Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least one year unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease and intends to lease any number of Units in the Condominium in its discretion; and the provisions of this Section 2.9 do not apply to the Developer and its leasing of Units.

¶2.9.2. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

2.9.2.1. A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

2.9.2.1. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

2.9.2.2. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then:

(a) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant.

(b) The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(c) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the

conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant.

(d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

§2.10. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

§2.11. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

Article 3. Reconstruction and Repair.

§3.1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during or after completion of the reconstruction or repair, the funds for the payment of the cost are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

§3.2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

§3.3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit and appurtenant Limited Common Elements.

§3.4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

¶3.4.1. Taking of Unit or Improvements Thereon or a Limited Common Element. If all or any portion of a Unit or any improvements on a Unit or a Limited Common Element appurtenant to a

Unit is taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

¶3.4.2. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion taken or to take any other action they deem appropriate.

¶3.4.3. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be resurveyed, and the Master Deed amended accordingly. If any Unit has been taken, then Article 5 of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately, based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by any Co-owner.

¶3.4.4. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

¶3.4.5. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

§3.5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units or Common Elements.

Article 4. Insurance.

§4.1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than $1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

¶4.1.1. Responsibilities of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Units.

¶4.1.2. Insurance of Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining or paying for insurance coverage on or with respect to Units, dwellings on Units, other structures on Units, or improvements on Units.

¶4.1.3. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

¶4.1.1. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 3 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for that repair or reconstruction.

§4.2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

§4.3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article 5. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

§4.4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate

provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

§4.5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within that individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the Development Period). This Section 4.5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Article 5. Assessments. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions:

§5.1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal of snow from paved areas located within General Common Element areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

§5.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

¶5.2.1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 5.3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Paragraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon the budget. The failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall have the authority to increase the general assessment or to levy additional assessments that it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this Paragraph shall rest solely

with the Board of Directors for the benefit of the Association and its members and shall not be enforceable by any creditors of or members of the Association.

¶5.2.2. Special Assessments. Special assessments, in addition to those required in Paragraph 5.2.1. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,000.00 for the entire Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5.5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this Paragraph 5.2.2 (but not including those assessments referred to in Paragraph 5.2.1. above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number. The authority to levy assessments pursuant to this Paragraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of or members of the Association.

§5.3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed. Payment of an assessment shall be on a monthly, quarterly, semiannual or annual basis, as determined by the Association. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Section 19.4, levy fines for late payment. Each Co-owner (whether 1 or more persons) shall be and remain personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

§5.4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

§5.5. Enforcement.

¶5.5.1. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable.

¶5.5.1. Foreclosure Proceedings. Each Co-owner, and every other person who has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are made a part of these Bylaws for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of that sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to his Unit, he was notified of the provisions of this Paragraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

¶5.5.2. Notice of Action. Neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

¶5.5.3. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

§5.6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time the holder comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit).

§5.7. Developer's Responsibility for Assessments.

¶5.7.1. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments.

¶5.7.2. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, and a proportionate share of all current expenses of administration actually incurred by the Association from time to time only for maintenance of the General Common Elements. The Developer's proportionate share of those expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. The only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance and a pro rata share of any liability insurance.

¶5.7.3. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by City of Linden.

¶5.7.4. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing that litigation or claim or any similar or related costs.

§5.8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of the Unit shall render any unpaid assessments and the lien securing them fully enforceable against the purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale prior to all claims except real property taxes and first mortgages of record.

§5.9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

§5.10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and those personal property taxes shall be treated as expenses of administration.

§5.11. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Article 6. Arbitration.

§6.1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to those disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

§6.2. Judicial Relief. In the absence of the election and written consent of the parties under Section 6.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any disputes, claims or grievances.

§6.3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

Article 7. Mortgages.

§7.1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee. The Association shall maintain that information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of that Unit. The Association shall give to the holder of a first mortgage covering a Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of that Unit that is not cured within 60 days.

§7.2. Insurance. The Association shall notify each mortgagee appearing in that book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of the coverage.

§7.3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on a Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend that meeting.

Article 8. Voting.

§8.1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

§8.1. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Project to the Association. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 9.2. The vote of each Co-owner may be cast only by the individual representative named by the Co-owner

in the notice required in Section 8.3 or by a proxy given by that representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during that period even though the Developer may own no Units at some time during that period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns.

§8.2. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

§8.3. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

§8.4. Voting. Votes may be cast only in person or by a writing duly signed by the named voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

§8.5. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

Article 9. Meetings.

§9.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

§9.2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% in number of the Units in Forest Ridge Estates Condominium have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

§9.3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article 11 of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

§9.4. Special Meetings. The President shall call a special meeting of the Co-owners if directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

§9.1. Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Section 8.3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

§9.2. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

§9.3. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at meetings held for the purpose of electing Directors or officers); (g) election of Directors (at meetings held for that purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at the meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

§9.4. Action Without Meeting. Any action that may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in that manner. Approval by written ballot shall be constituted by receipt, within the specified time period of (i) a number of ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

§9.5. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each

of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of that meeting, or an approval of the minutes. All waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

§9.6. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth in the minutes. A recitation in the minutes of a meeting that notice of the meeting was properly given shall be prima facie evidence that proper notice was given.

Article 10. Advisory Committee. The Developer shall establish a Co-owners advisory committee as required by, and to be governed by, Section 52 of the Act.

Article 11. Board of Directors.

§11.1. Qualification of Directors. The Board of Directors shall consist of the number of members set forth in Section 11.2. All directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

§11.2. Election of Directors.

¶11.2.1. First Board. The first Board shall be comprised of one (1) person and such first Board, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in Paragraphs 11.2.2 and 11.2.3 below. The directors shall hold office until their successors are elected and hold their first meeting.

¶11.2.1. Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, two (2) of the three (3) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 11.7, or he resigns or becomes incapacitated.

¶11.2.2. Election of Directors at and After First Annual Meeting. Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy five percent (75%) of the Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium or as long as ten percent (10%) of the Units remain that may be created. Whenever the required

conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

¶11.2.3. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Paragraph 11.2.2 above. Application of this Paragraph does not require a change in the size of the Board.

¶11.2.4. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under Paragraph 11.2.4, or if the product of the number of the members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under Paragraph 11.2.4 results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this Paragraph shall not eliminate the right of the Developer to designate one (1) director as provided in Paragraph 11.2.3.

¶11.2.5. Except as provided in Paragraph 11. 2.3, at the First Annual Meeting, one (1) director shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the person receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

¶11.2.6. Once the Co-owners have acquired the right hereunder to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 10.3 hereof.

§11.3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things not prohibited by the Condominium Documents or required to be exercised and done by the Co-owners.

§11.4. Other Duties. In addition to the duties imposed by these Bylaws or any further duties imposed by resolution of the members of the Association, the Association shall be responsible specifically for the following:

¶11.4.1. To enforce the provisions of all Condominium Documents.

¶11.4.2. To manage and administer the affairs of and to maintain the Project and the Common Elements.

¶11.4.3. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

¶11.4.4. To carry insurance and collect and allocate the insurance proceeds.

¶11.4.5. To rebuild Common Element improvements after casualty.

¶11.4.6. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.

¶11.4.7. To acquire, maintain and improve, buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in carrying out the purposes of the Association.

¶11.4.8. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶11.4.9. To make rules and regulations in accordance with these Bylaws.

¶11.4.10. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

§11.5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 11.3 and 11.4. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

§11.6. Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Paragraph 11.2.2.

§11.7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Section 8.4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

§11.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

§11.9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 10 days prior to the date named for the meeting.

§11.10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

§11.11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of the meeting. That waiver shall be equivalent to the giving of notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at the meeting.

§11.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, then the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes, shall constitute the presence of that Director for purposes of determining a quorum.

§11.13. First Board of Directors. The actions of the first Board of Directors of the Association or its successors selected or elected before the Transitional Control Date shall be binding upon the Association as long as its actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

§11.14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on the bonds shall be expenses of administration.

Article 12. Officers.

§12.1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary-Treasurer.

¶12.1.1. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association.

¶12.1.2. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis.

¶12.1.3. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of those books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

¶12.1.4. Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in the depositories designated by the Board of Directors.

§12.2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

§12.1. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause. His or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose. No removal action may be taken unless the matter is included in the notice of the meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

§12.2. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

Article 13. Seal. The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed on it the name of the Association, the words "corporate seal", and "Michigan".

Article 14. Finance.

§14.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors. The auditors need not be certified public accountants, and the audit need not be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

§14.2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

§14.3. Bank. Funds of the Association shall be initially deposited in a bank or savings association designated by the Board of Directors and shall be withdrawn only upon the check or order of the officers, employees or agents designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of a bank or savings association insured by the Federal Deposit Insurance Corporation or in interest-bearing obligations of the United States Government.

Article 15. Indemnification of Officers and Directors. Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking the reimbursement or indemnification, the indemnification shall apply only if the Association (with the director seeking reimbursement abstaining) approves the settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

Article 16. Amendments.

§16.1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

§16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

§16.1. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special-meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners

in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. Mortgage consent, if required, shall be obtained in the same manner and subject to the same conditions as set forth in the Master Deed for obtaining mortgagee consent to amendment of the Master Deed.

§16.2. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

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§16.3. By Association or Board. During the Development Period, neither the Master Deed, the Bylaws nor the Subdivision Plan for the Project shall be amended without the written consent of the Developer.

§16.4. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§16.5. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

Article 17. Compliance. The Association and all present or future Co-owners and tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act. The mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

Article 18. Definitions. All terms used in these Bylaws have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

Article 19. Remedies for Default. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

§19.1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

§19.2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default be entitled to recover attorney's fees.

§19.3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right to enter upon the Common Elements or upon any Unit (but not inside any residence), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power.

§19.4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for violations. No fine may be assessed unless in accordance with the provisions of Article 20.

§19.5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any Co-owner to enforce that right, provision, covenant or condition in the future.

§19.6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative. The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of other and additional rights, remedies or privileges available to a party at law or in equity.

§19.7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

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19.8. Any provision of the Master Deed, these Bylaws, or other Condominium Documents to the contrary notwithstanding: (a) The City of Linden will not be liable for maintenance or upkeep associated with any unit acquired in foreclosure; (b) The City of Linden will not be liable for any assessment or special assessment associated with any unit acquired in foreclosure; (c) Remedies for default shall not apply to the City of Linden with respect to any unit acquired in foreclosure; and (d) The City of Linden shall not be liable for any fine or assessment associated with any unit acquired in foreclosure.

Article 20. Assessment of Fines.

§20.1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. That Co-owner shall be deemed responsible for the violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through him to the Condominium Premises.

§20.2. Procedures. Upon any violation being alleged by the Board, the following procedures will be followed:

¶20.2.1. Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with enough specificity

to place the Co-owner on notice of the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.3 of the Bylaws.

¶20.2.2. Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

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¶20.2.3. Default. Failure to respond to the Notice of Violation constitutes a default.

¶20.2.4. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, upon the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

§20.3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

¶20.3.1. First Violation. No fine shall be levied.

¶20.3.2. Second Violation. Twenty-Five Dollars ($25.00) fine.

¶20.3.3. Third Violation. Fifty Dollars ($50.00) fine.

¶20.3.4. Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

§20.4. Collection. The fines levied pursuant to Section 20.3 above shall be assessed against the Co-owner and shall be due and payable on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article 5 and Article 19 of the Bylaws. For purposes of calculating fines under this Article, each day that a violation continues to exist after notice of the violation shall be deemed a separate violation.

Article 21. Judicial Actions and Claims. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 21. The requirements of this Article 21 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 21. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

§21.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

§21.2. Litigation Evaluation Meeting. Before an attorney is engaged to file a civil action on behalf of the Association, the Board shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

¶21.2.1. A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

21.2.1.1. it is in the best interests of the Association to file a lawsuit

21.2.1.2. that at least one member of the Board has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success

21.2.1.3. litigation is the only prudent, feasible and reasonable alternative; and

21.2.1.4. the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

¶21.2.2. A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

21.2.2.1. the number of years the litigation attorney has practiced law;

21.2.2.2. the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed;

21.2.2.3. the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses;

21.2.2.4. the litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action;

21.2.2.5. the litigation attorney's proposed written fee agreement;

21.2.2.6. the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 21.6; and

21.2.2.7. the litigation attorney's legal theories for recovery of the Association.

§21.3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with written notice of the litigation evaluation meeting.

§21.4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee arrangement that provides for compensation to the attorney through a combination of hourly compensation and the payment of a contingent fee unless the existence of the agreement is fully disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

§21.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§21.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 21.1 through 21.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodically over a period not to exceed twenty-four (24) months.

§21.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 21, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

¶21.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

¶21.7.2. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period;

¶21.7.3. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions;

¶21.7.4. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action; and,

¶21.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§21.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶21.8.1. the status of the litigation;

¶21.8.2. the status of settlement efforts, if any; and

¶21.8.3. the attorney's written report.

§21.9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation and allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

§21.10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Article 22. Rights Reserved to Developer. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of the powers and rights. The assignee or transferee shall have the same rights and powers as the Developer. Any rights and powers reserved or granted to the Developer or its successors (except the architectural review rights set forth in Section 2.2 and any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere, including, but not limited to, access easements, utility easements and all other easements created and

reserved, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

Article 23. Severability. If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

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CEDAR CREEK
CONSTRUCTION
"Making Craftmanship Affordable"

City of Linden Planning Commission
132 E. Broad Street
Linden, MI 48451

I am writing to share with you a schedule of intended development and construction timing for the Forest Ridge Estates Condominium project. As you know there are 30 units that are being proposed for construction. Depending on the market we feel that this project will be completed within three years from start to finish. Keep in mind we are basing this on past sales and the supply and demand in the current housing market. If the market is to change then our completion time line will change accordingly.

Sincerely,

Danny Nemer
Cedar Creek Construction
8 Emerald Pointe
Linden, MI 48451
810-577-6848

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

January 30, 2025

City of Linden
132 East Broad Street
Linden, MI 48451

Attention: Planning Commission

Re: Final PUD Plan Review, as Revised
Forest Ridge Estates – Danny Nemer
Wade Trim Job No. LDN 6100-25D

Dear Commissioners:

We are in receipt of a revised final site plan and Planned Unit Development (PUD) application to establish a single-family residential detached condominium development along Andrea Avenue, generally between Pauline Pass and Laura Lane. For your reference, below is a table summarizing the key facts pertaining to this request.

Summary of Facts	
Property Address:	N/a
Applicant:	Danny Nemer/Cedar Creek Construction (Danem Group, LLC)
Property Owner:	Danny Nemer/Cedar Creek Construction (Danem Group, LLC)
Property ID:	61-20-200-014
Project Location:	Andrea Avenue, between Pauline Pass and Laura Lane
Property Size:	14.96 acres
Current Use of Property:	Undeveloped
Existing Zoning of Property:	R-2, Single Family Residential District
Proposed Use:	Single-family residential detached condominium (30 units)
Allowance for Use:	Principal permitted use within the R-2 District
Future Land Use Designation of Property:	Single Family Residential
*Please refer to the enclosed **Aerial Photo Exhibit***	

Background

The applicant is proposing to develop a 30-unit single-family detached residential site condominium called Forest Ridge Estates. This subject site is located between two existing single-family residential condominiums – Forest Ridge adjacent to the west and Forest Ridge Glens adjacent to the east.

This subject site was shown as a "proposed future development" as part of the Forest Ridge Glens condominium when it was approved by the City in 2002. This subject site has already been improved with streets and utilities (Andrea Avenue, Andrea Court, and Nancy Court) – constructed along with the

construction of streets and utilities for the Forest Ridge Glens project. However, while homes were constructed in Forest Ridge Glens, the developer never took advantage of his future development option for this subject site. Except for the streets and utilities, this subject site remains undeveloped today, We understand that this subject site has changed ownership on multiple occasions over the years, with Danny Nemer (Danem Group, LLC) most recently purchasing the property in 2023.

Danny Nemer is now seeking approval to develop 30 single-family detached homes at the subject site, to be laid out consistent with the existing streets (Andrea Avenue, Andrea Court, and Nancy Court), utilities, and lots at the site. The lots (units) will have an area ranging in size from 9,637 square feet to 16,542 square feet. The lots will have widths ranging in size from 60 feet to 115 feet. This will be a new site condominium to be called Forest Ridge Estates – the new condominium will be separate and distinct from the adjacent Forest Ridge condominiums, with its own condominium association/ownership structure.

Planned Unit Development (PUD) and Site Condominium Review and Approval Process

Forest Ridge Glens was approved by the City in 2002 under the Planned Unit Development (PUD) option, which allowed for "clustered" lots that were below the minimum lot width and lot area requirements of the R-2 District. The clustered lot layout allowed for the preservation of common open space. Similar to Forest Ridge Glens, this new proposed Forest Ridge Estates condominium seeks a clustered layout of lots, many of which will have lot widths below the minimum lot width required by the R-2 District (80 feet). This arrangement may be allowed under the PUD option of the City of Linden Zoning Ordinance. The clustered layout makes it possible to provide common open space within the development.

PUD procedures and requirements are outlined in Sections 154.135 through 154.141 of the City of Linden Zoning Ordinance. Site condominium projects are subject to the requirements of Section 154.025 of the zoning ordinance. PUDs are subject to a three-step review process, as summarized below.

1. Preliminary Plan Review/Public Hearing. Preliminary plan approval was granted by the Planning Commission, after holding a public hearing, on February 5, 2024.

2. Final Plan Review/Public Hearing. The final site plan was first reviewed by the Planning Commission after holding a public hearing at the July 1, 2024, meeting. The Planning Commission reviewed a revised final site plan again in November 2024. The request was tabled to allow the applicant to address the items of discussion during the meeting. A revised site plan and additional information has now been submitted by the applicant for further review. Ultimately, the Planning Commission would make a recommendation of approval to City Council. After the Planning Commission's recommendation of approval, but before sending the final plan to City Council, a PUD Development Agreement needs to be prepared by the City Attorney.

3. City Council Approval. City Council has final authority for approval of the final site plan, PUD Development Agreement, and site condominium documents.

Revised Final Site Plan, Site Condominium and PUD Review

The revised final site plan for this project has been prepared by Fenton Land Surveying & Engineering, Inc. and is dated January 9, 2025. The plan set includes the following sheets:

- Cover Sheet & Notes (C-1)
- Final PUD & Open Space Site Plan Layout (C-2)
- Final Landscaping Plan Layout (C-3)
- Final Lighting Plan Layout (C-4)
- Final Overall Grading Plan (C-5)
- Final Overall Storm Sewer Drainage Calculations (C-6)
- Final Overall Detention Basin Drainage Calculations (C-7)

- Informational Parallel Site Plan Layout (C-8)

In addition to the revised final site plan, the following updated information was submitted by the applicant:

- Architectural Design and Floor Plan for a Model 1-Story Unit
- Architectural Design and Floor Plan for a Model 2-Story Unit
- Revised Draft Condominium Master Deed, including:
    - Exhibit A: By-Laws
    - Exhibit B: Condominium Subdivision Plan
- Updated ASTI Wetland Delineation Report (Confirmed by EGLE)
- Legal Correspondence between Forest Ridge Glens and proposed Forest Ridge Estates
- Letter from Danny Nemer regarding the Schedule of Intended Development and Construction Timing

We have reviewed the revised final site plan for compliance with the requirements of the City of Linden Zoning Ordinance and sound planning principles. Our review covers the site condominium requirements of Section 154.025 and the PUD requirements of Sections 154.135 through 154.141. We note the following:

1. The site plan has been updated to reflect the limits of regulated wetlands on the property, as flagged by ASTI Environmental and confirmed by EGLE. As shown, regulated wetlands extend into several proposed units. Sheet C5 shows footprints for prospective homes for each of the units. We note that unit #27, in particular, has restricted space to accommodate a dwelling unit. Other units with restricted space due to the presence of wetlands include units #13, #26 and #28. The applicant has added a note on the site plan recognizing that EGLE approval would be required if the development of any units necessitate modifications to regulated wetlands.

2. It is important to note that the applicant, prior to the issuance of a building permit, will be required to deposit a performance guarantee with the City for the completion of improvements associated with the proposed use, including road, utility, and drainage improvements. Please note that the amount of the performance guarantee will ultimately be determined based on review by the City Engineer. (See Section 154.027)

Recommendation

We believe that the proposed Forest Ridge Estates single-family residential site condominium project adheres to the criteria for PUD projects as outlined in Section 154.136 of the Zoning Ordinance. Specifically, the project conforms with the City of Linden Master Plan (adopted February 2023), which designates this property for future single family residential development (refer to the Future Land Use Map). The Master Plan also encourages the clustering of smaller sized lots within a development to accomplish community benefits, such as the preservation of natural features on the property (see page 62 of the Master Plan). Finally, approval of the proposed PUD would allow for completion of a project that was previously approved by the City (in 2002) and which already features streets and utility connections to serve the future residential dwellings.

Please note that Section 154.139 of the Zoning Ordinance gives authority to the City to attach conditions along with the approval of a PUD project. This ordinance language is included below:

> *(A) Reasonable conditions may be required with the approval of a planned unit development, to the extent authorized by law, for the purpose of ensuring that public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent uses of land, and promoting the use of land in a socially and economically desirable manner.*

(B) Conditions imposed shall be designed to: protect the public health, safety, and welfare; preserve natural features and resources; and be necessary to meet the intent and purpose of this chapter, and ensure compliance with the standards of this chapter. All conditions imposed shall be made a part of the record of the approved planned unit development.

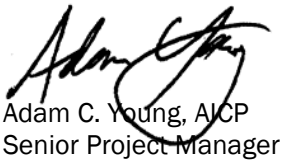
We advise the Planning Commission to forward a recommendation of approval of the final site plan for the Planned Unit Development to the City Council. This would allow the project to move forward in the process, including the preparation of a PUD Development Agreement which will need to be reviewed and approved by the City Council.

Once the PUD is approved, the applicant will be able to move forward with the detailed engineering review and construction plan review process, and secure necessary approvals from outside entities (EGLE, Genesee County, etc.).

If you have any questions, please do not hesitate to contact me at 313.961.3650 or by e-mail at ayoung@wadetrim.com.

Very truly yours,

Wade Trim Associates, Inc.



Adam C. Young, AICP
Senior Project Manager

ACY:
LDN 6100-25D
20250130_Forest Ridge Estates Revised Final SP Rvw-Ltr.docx

Enclosure: Aerial Photo Exhibit



Forest Ridge Estates

Parcel and Aerial Source: Genesee County Equalization, 2015 and 2018.

0 25 50
Feet

ROWE
540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.rowepsc.com

January 28, 2025

Planning Commission
City of Linden
132 E. Broad Street
Linden, MI 48451

RE: Final PUD Site Plan Review
Forest Ridge Estates Condominiums

Dear Planning Commission:

The final site plan dated January 9, 2025, prepared by Fenton Land Surveying & Engineering, Inc. for the above-referenced project, has been reviewed in accordance with the city's engineering standards. The site is a 14.96-acre tract of land that has been previously developed as part of the initial Forest Ridge Estates Condominium development. The applicant is proposing to continue developing the remaining units.

General
This development is part of a larger development that was constructed in 2003. This portion of the site had the road and utilities installed, but no homes were constructed due in part to the poor economy.

Water Supply
An 8-inch water main was installed throughout the development in 2003 and is available to service the proposed units.

Sanitary Sewer
An 8-inch sanitary sewer was installed throughout the development in 2003 and is available to service the proposed units.

Storm Water/Drainage
The stormwater is collected on-site through a previously installed storm sewer system and outlets into a stormwater detention basin in the previously developed phase to the east. The applicant is proposing the addition of a small detention area to decrease the volume required in the existing detention pond. Further calculations and a demonstration of how this detention area will work will need to be addressed during the approval of the engineering and construction plan. The applicant has been made aware that if the addition of the small detention area cannot alleviate the following described issues, they may need to return to the Planning Commission with a revised site layout.

1. The ultimate outlet for this development is to the east through Forest Ridge Glens. The plans show a recorded easement for the storm sewer, but there is no mention of the responsibility for maintaining the detention basin or storm outlet. The applicant needs to provide recorded documentation or written approval from Forest Ridge Glens regarding the use and maintenance of the storm sewer and stormwater detention basin.

2. Storm sewer calculations have been provided.
    a. The provided calculations show that the existing 12-inch storm sewer pipe that runs from Nicole Lane to Forest Ridge is undersized to handle the stormwater runoff from Nicole Lane. The applicant is proposing a secondary detention facility that may help to alleviate some of this issue. Further design will need to be completed during the engineering plan submittal.
    b. The previous storm sewer calculations were not correct and have now been corrected. Based on the calculations provided and the addition of the additional stormwater detention area, some changes may need to be made to the pipe sizes. This can be addressed during engineering and construction plan approval.
    c. The calculations now show the hydraulic grade of the stormwater pipes. The hydraulic calculations show that the stormwater will rise above the rims of the manholes and catch basins in the storm system from Andrea Court and Nicole Lane. The applicant may be able to address this with the additional stormwater detention area.
    d. The plans show the required stormwater detention elevation to be 873.00 with a freeboard elevation of 874.00. The required storage elevation is shown as remaining in the area for the existing stormwater detention basin, but a portion of the freeboard area extends into Units 40 and 41 of Forest Ridge Glens. The applicant has shown fill to be placed on those units to maintain the freeboard area in the detention area. The applicant must obtain permission from Units 40 and 41 to place fill on their property.

Paving and Grading

The roadways were constructed in 2003. The private road system, as developed, is a 22-foot-wide asphalt roadway with a 2.5-foot concrete curb and gutters. The base course of asphalt was installed in 2003 and shows signs of distress in several areas.

1. The developer has provided a letter from McDowell and Associates outlining the condition of the existing pavement and recommended repair options.

2. The report notes that the existing pavement varies from 5.5 inches to 8.1 inches thick. They have recommended that “weak and failed areas” be patched or replaced prior to placing an overlay of asphalt for the final course. The applicant has provided a quote for completing the pavement overlay. It is unclear from the quote if they plan to repair failed areas prior to placing the final course of asphalt. Without repairing failed areas, the roadway may be subject to early failure and require maintenance. The applicant should review their paving approach with McDowell and Associates to ensure proper roadway repair. The roads are private, and it will be up to the Homeowners Association (HOA) to maintain the roads.

Master Deed

Revised Exhibit B drawings to the Master Deed were provided, which indicates that the roads are private.

Based on the above comments from an engineering review, the Planning Commission could grant conditional approval based on all outstanding engineering requirements being addressed to the satisfaction of the city and the engineer during the engineering and construction plan approval, and all permits were received from outside agencies. The applicant is reminded that if these items can't be addressed, they may need to return to the Planning Commission for further review.

Please contact me at (810) 341-7500 if you have any questions regarding the site plan review comments above.

Sincerely,
ROWE Professional Services Company

David E. Richmond, PE
Senior Project Manager

Attachments

cc: Adam Young, AICP – City Planner/Zoning Administrator
Ellen Glass – City Manager
Don Grice – DPW Director

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City of Linden

2025 Water Rate Study Review

April 28, 2025

PFM Financial Advisors LLC

555 Briarwood Circle
Suite 333
Ann Arbor, MI 48108

P: 734-994-9700
F: 734-994-9710
www.pfm.com

Disclosure

In preparing this report, PFM utilized information and data obtained from the City, public and/or industry sources. PFM has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize PFM's analysis and findings related to this engagement, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it.

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Summary of Findings



❑ Was a water rate increase necessary?

- Yes.

❑ What were the vital historical factors?

- Lack of prior rate adjustments commensurate with current system needs and growing demands.

❑ What are the vital current factors?

- Upfront capital investment to join the County water system
- Future wholesale water costs with County water system
- Future capital needs Identified (City's water infrastructure, i.e. watermains, etc.)
- Healthy cash reserve target of 180-360 days of annual operating expenses
- Debt Service Coverage Ratio – 1.2x
- Board Policy Water System Fund Balance – 25% of Annual Expenditures

Note: The scenarios presented on the following slides take into account the upfront capital investment, future wholesale water costs, and future capital needs based upon moving to the County Water System. All future scenarios are targeting 270 days cash on hand after payment of operations, debt service, and critical capital outlay.

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What if the City kept the rates at the old structure?

Scenario A: Old Rate Structure (No Debt Fee or Major Rate Increases)							
Fiscal Year	Prior 2023-2024	Current 2024-2025	Proj. yr 1 2025-2026	Proj yr 2 2026-2027	Proj. yr 3 2027-2028	Proj yr 4 2028-2029	Proj yr 5 2029-2030
Status	Audited	Proposed Amended	Projected	Projected	Projected	Projected	Projected
Key Assumptions							
Inside City							
MEUs	2,309	2,335	2,400	2,400	2,400	2,400	2,400
Base Fee per MEU (Quarterly)	$8.67	$8.95	$9.31	$9.68	$10.07	$10.47	$10.89
Debt Fee per MEU (Quarterly)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Billable Flow	111,572	111,572	111,572	111,572	111,572	111,572	111,572
User Charge per 100 cu ft	$5.95	$7.15	$7.44	$7.73	$8.04	$8.36	$8.70
Outside City							
MEUs	115	119	120	120	120	120	120
Base Fee per MEU (Quarterly)	$13.00	$13.43	$13.96	$14.52	$15.10	$15.71	$16.33
Debt Fee per MEU (Quarterly)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Billable Flow	4,044	4,044	4,044	4,044	4,044	4,044	4,044
User Charge per 100 cu ft	$7.90	$9.10	$9.46	$9.84	$10.24	$10.65	$11.07
Financial Operations							
Operating Revenues	$1,256,257	$924,524	$963,980	$1,002,540	$1,042,641	$1,084,347	$1,127,721
Operating Expenses	444,502	634,911	1,225,355	1,274,369	1,325,344	1,378,358	1,433,492
Operating Income (Loss)	811,755	289,612	(261,375)	(271,830)	(282,703)	(294,011)	(305,771)
Capital Outlay	834,733	0	160,000	160,000	50,000	50,000	50,000
Debt Service	145,441	476,468	327,639	461,348	463,357	557,380	640,861
Total Capital Outlay and Debt Service	980,174	476,468	487,639	621,348	513,357	607,380	690,861
Change in Cash	(168,419)	(186,856)	(749,013)	(893,178)	(796,060)	(901,391)	(996,632)
Beginning Cash	616,085	447,666	260,811	(488,203)	(1,381,381)	(2,177,441)	(3,078,832)
Ending Cash	447,666	260,811	(488,203)	(1,381,381)	(2,177,441)	(3,078,832)	(4,075,465)
Key Financial Calculations:							
Debt Service Coverage Ratio	5.58x	0.61x	(0.80)x	(0.59)x	(0.61)x	(0.53)x	(0.48)x
Capital Project Allocation (Accumulated)	$0	$0	$0	$0	$0	$0	$0
Fund Balance (cash only)	447,666	260,811	(488,203)	(1,381,381)	(2,177,441)	(3,078,832)	(4,075,465)
Fund Balance (% of Operating of Expenses) - cash only	100.71%	41.08%	(39.84%)	(108.40%)	(164.29%)	(223.37%)	(284.30%)
Days Cash on Hand	363 days	148 days	(143) days	(390) days	(591) days	(804) days	(1023) days
Avg. Annual Homeowner's Bill (7,200 cu ft/yr) - 5/8"	$463.06	$550.60	$572.62	$595.53	$619.35	$644.12	$669.89
Avg. Quarterly Homeowner's Bill (1,800 cu ft/qtr) - 5/8"	$115.77	$137.65	$143.16	$148.88	$154.84	$161.03	$167.47
Avg. Monthly Homeowner's Bill (600 cu ft/mo) - 5/8"	$38.59	$45.88	$47.72	$49.63	$51.61	$53.68	$55.82

Key Projection Notes

- Base Fee and User Charge (commodity charge) assumes a 4% inflationary increase beginning 2026-2027 and thereafter for all customers.
- Total MEUs increased by a total of 66 (65 inside, 1 outside) in 2025-2026 and held constant thereafter. Total Billable Flow flat throughout projection.
- Operating Expenses adjusted in 2025-2026 for full year of county wholesale water charges and 4% increase annually thereafter.
- Operating Expenses includes $100,000 for major repairs beginning 2025-2026 and grows at 4% increase annually thereafter.
- Capital Outlay includes County's CCIF annual payment of $50,000 and other cash funded capital projects identified in system's CIP.

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What if the City holds rates where they are now?

Scenario B: Hold Current Rate Structure							
Fiscal Year	Prior 2023-2024	Current 2024-2025	Proj. yr 1 2025-2026	Proj yr 2 2026-2027	Proj. yr 3 2027-2028	Proj yr 4 2028-2029	Proj yr 5 2029-2030
Status	Audited	Proposed Amended	Projected	Projected	Projected	Projected	Projected
Key Assumptions							
Inside City							
MEUs	2,309	2,335	2,400	2,400	2,400	2,400	2,400
Base Fee per MEU (Quarterly)	$8.67	$23.43	$28.26	$29.39	$30.57	$31.79	$33.06
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$52.75	$52.75	$52.75	$52.75	$52.75
Billable Flow	111,572	111,572	111,572	111,572	111,572	111,572	111,572
User Charge per 100 cu ft	$5.95	$7.23	$7.25	$7.54	$7.84	$8.16	$8.48
Outside City							
MEUs	115	119	120	120	120	120	120
Base Fee per MEU (Quarterly)	$13.00	$35.15	$42.39	$44.09	$45.85	$47.68	$49.59
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$52.75	$52.75	$52.75	$52.75	$52.75
Billable Flow	4,044	4,044	4,044	4,044	4,044	4,044	4,044
User Charge per 100 cu ft	$7.90	$9.10	$9.10	$9.46	$9.84	$10.24	$10.65
Financial Operations							
Operating Revenues	$1,256,257	$1,467,925	$1,669,061	$1,714,554	$1,761,868	$1,811,073	$1,862,248
Operating Expenses	444,502	634,911	1,225,355	1,274,369	1,325,344	1,378,358	1,433,492
Operating Income (Loss)	811,755	833,014	443,706	440,185	436,524	432,716	428,756
Capital Outlay	834,733	0	160,000	160,000	50,000	50,000	50,000
Debt Service	145,441	476,468	327,639	461,348	463,357	557,380	640,861
Total Capital Outlay and Debt Service	980,174	476,468	487,639	621,348	513,357	607,380	690,861
Change in Cash	(168,419)	356,546	(43,933)	(181,163)	(76,834)	(174,665)	(262,105)
Beginning Cash	616,085	447,666	804,212	760,279	579,115	502,282	327,617
Ending Cash	447,666	804,212	760,279	579,115	502,282	327,617	65,512
Key Financial Calculations							
Debt Service Coverage Ratio	5.58x	1.75x	1.35x	0.95x	0.94x	0.78x	0.67x
Capital Project Allocation (Accumulated)	$0	$0	$0	$0	$0	$0	$0
Fund Balance (cash only)	447,666	804,212	760,279	579,115	502,282	327,617	65,512
Fund Balance (% of Operating of Expenses) - cash only	100.71%	126.67%	62.05%	45.44%	37.90%	23.77%	4.57%
Days Cash on Hand	363 days	456 days	223 days	164 days	136 days	86 days	16 days
Avg. Annual Homeowner's Bill (7,200 cu ft/yr) - 5/8"	$463.06	$772.18	$846.04	$871.44	$897.86	$925.33	$953.91
Avg. Quarterly Homeowner's Bill (1,800 cu ft/qtr) - 5/8"	$115.77	$193.05	$211.51	$217.86	$224.46	$231.33	$238.48
Avg. Monthly Homeowner's Bill (600 cu ft/mo) - 5/8"	$38.59	$64.35	$70.50	$72.62	$74.82	$77.11	$79.49

Key Projection Notes

- Base Fee and User Charge (commodity charge) assumes a 4% inflationary increase beginning 2026-2027 and thereafter for all customers.
- Total MEUs increased by a total of 66 (65 inside, 1 outside) in 2025-2026 and held constant thereafter. Total Billable Flow flat throughout projection.
- Operating Expenses adjusted in 2025-2026 for full year of county wholesale water charges and 4% increase annually thereafter.
- Operating Expenses includes $100,000 for major repairs beginning 2025-2026 and grows at 4% increase annually thereafter.
- Capital Outlay includes County's CCIF annual payment of $50,000 and other cash funded capital projects identified in system's CIP.

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What if the City re-starts originally planned rate increases on July 1, 2025?

Scenario C: Re-Start Original Rate Increase Plan on July 1, 2025							
Fiscal Year	Prior 2023-2024	Current 2024-2025	Proj. yr 1 2025-2026	Proj yr 2 2026-2027	Proj. yr 3 2027-2028	Proj yr 4 2028-2029	Proj yr 5 2029-2030
Status	Audited	Proposed Amended	Projected	Projected	Projected	Projected	Projected
Key Assumptions							
Inside City							
MEUs	2,309	2,335	2,400	2,400	2,400	2,400	2,400
Base Fee per MEU (Quarterly)	$8.67	$23.43	$47.76	$49.67	$51.66	$53.72	$55.87
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$52.75	$52.75	$52.75	$52.75	$52.75
Billable Flow	111,572	111,572	111,572	111,572	111,572	111,572	111,572
User Charge per 100 cu ft	$5.95	$7.23	$8.15	$8.48	$8.82	$9.17	$9.53
Outside City							
MEUs	115	119	120	120	120	120	120
Base Fee per MEU (Quarterly)	$13.00	$35.15	$71.64	$74.51	$77.49	$80.59	$83.81
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$52.75	$52.75	$52.75	$52.75	$52.75
Billable Flow	4,044	4,044	4,044	4,044	4,044	4,044	4,044
User Charge per 100 cu ft	$7.90	$9.10	$10.88	$11.32	$11.77	$12.24	$12.73
Financial Operations							
Operating Revenues	$1,256,257	$1,467,925	$1,977,914	$2,035,761	$2,095,923	$2,158,491	$2,223,562
Operating Expenses	444,502	634,911	1,225,355	1,274,369	1,325,344	1,378,358	1,433,492
Operating Income (Loss)	811,755	833,014	752,559	761,392	770,579	780,134	790,070
Capital Outlay	834,733	0	160,000	160,000	50,000	50,000	50,000
Debt Service	145,441	476,468	327,639	461,348	463,357	557,380	640,861
Total Capital Outlay and Debt Service	980,174	476,468	487,639	621,348	513,357	607,380	690,861
Change in Cash	(168,419)	356,546	264,920	140,044	257,222	172,753	99,209
Beginning Cash	616,085	447,666	804,212	1,069,132	1,209,176	1,466,398	1,639,151
Ending Cash	447,666	804,212	1,069,132	1,209,176	1,466,398	1,639,151	1,738,360
Key Financial Calculations:							
Debt Service Coverage Ratio	5.58x	1.75x	2.30x	1.65x	1.66x	1.40x	1.23x
Capital Project Allocation (Accumulated)	$125,000	$250,000	$250,000	$250,000	$450,000	$575,000	$625,000
Fund Balance (cash only)	322,666	554,212	819,132	959,176	1,016,398	1,064,151	1,113,360
Fund Balance (% of Operating of Expenses) - cash only	72.59%	87.29%	66.85%	75.27%	76.69%	77.20%	77.67%
Days Cash on Hand	261 days	314 days	241 days	271 days	276 days	278 days	280 days
Avg. Annual Homeowner's Bill (7,200 cu ft/yr) - 5/8"	$463.06	$772.18	$988.84	$1,019.95	$1,052.31	$1,085.96	$1,120.96
Avg. Quarterly Homeowner's Bill (1,800 cu ft/qtr) - 5/8"	$115.77	$193.05	$247.21	$254.99	$263.08	$271.49	$280.24
Avg. Monthly Homeowner's Bill (600 cu ft/mo) - 5/8"	$38.59	$64.35	$82.40	$85.00	$87.69	$90.50	$93.41

Key Projection Notes

- Base Fee and User Charge (commodity charge) assumes a 4% inflationary increase beginning 2026-2027 and thereafter for all customers.
- Total MEUs increased by a total of 66 (65 inside, 1 outside) in 2025-2026 and held constant thereafter. Total Billable Flow flat throughout projection.
- Operating Expenses adjusted in 2025-2026 for full year of county wholesale water charges and 4% increase annually thereafter.
- Operating Expenses includes $100,000 for major repairs beginning 2025-2026 and grows at 4% increase annually thereafter.
- Capital Outlay includes County's CCIF annual payment of $50,000 and other cash funded capital projects identified in system's CIP.

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What if the City modifies the rate structure beginning July 1, 2025?

Scenario D: REMIX Plan on July 1, 2025							
Fiscal Year	Prior 2023-2024	Current 2024-2025	Proj. yr 1 2025-2026	Proj yr 2 2026-2027	Proj. yr 3 2027-2028	Proj yr 4 2028-2029	Proj yr 5 2029-2030
Status	Audited	Proposed Amended	Projected	Projected	Projected	Projected	Projected
Key Assumptions							
Inside City							
MEUs	2,309	2,335	2,400	2,400	2,400	2,400	2,400
Base Fee per MEU (Quarterly)	$8.67	$23.43	$21.00	$21.84	$22.71	$23.62	$24.57
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$40.00	$50.00	$50.00	$59.00	$71.00
Billable Flow	111,572	111,572	111,572	111,572	111,572	111,572	111,572
User Charge per 100 cu ft	$5.95	$7.23	$10.25	$10.66	$11.09	$11.53	$11.99
Outside City							
MEUs	115	119	120	120	120	120	120
Base Fee per MEU (Quarterly)	$13.00	$35.15	$31.50	$32.76	$34.07	$35.43	$36.85
Debt Fee per MEU (Quarterly)	$0.00	$39.56	$40.00	$50.00	$50.00	$59.00	$71.00
Billable Flow	4,044	4,044	4,044	4,044	4,044	4,044	4,044
User Charge per 100 cu ft	$7.90	$9.10	$12.87	$13.38	$13.92	$14.47	$15.05
Financial Operations							
Operating Revenues	$1,256,257	$1,467,925	$1,815,561	$1,972,856	$2,031,610	$2,183,434	$2,367,943
Operating Expenses	444,502	634,911	1,225,355	1,274,369	1,325,344	1,378,358	1,433,492
Operating Income (Loss)	811,755	833,014	590,206	698,486	706,266	805,076	934,451
Capital Outlay	834,733	0	160,000	160,000	50,000	50,000	50,000
Debt Service	145,441	476,468	327,639	461,348	463,357	557,380	640,861
Total Capital Outlay and Debt Service	980,174	476,468	487,639	621,348	513,357	607,380	690,861
Change in Cash	(168,419)	356,546	102,567	77,138	192,908	197,696	243,590
Beginning Cash	616,085	447,666	804,212	906,779	983,917	1,176,826	1,374,522
Ending Cash	447,666	804,212	906,779	983,917	1,176,826	1,374,522	1,618,112
Key Financial Calculations:							
Debt Service Coverage Ratio	5.58x	1.75x	1.80x	1.51x	1.52x	1.44x	1.46x
Capital Project Allocation (Accumulated)	$125,000	$250,000	$250,000	$250,000	$250,000	$300,000	$500,000
Fund Balance (cash only)	322,666	554,212	656,779	733,917	926,826	1,074,522	1,118,112
Fund Balance (% of Operating of Expenses) - cash only	72.59%	87.29%	53.60%	57.59%	69.93%	77.96%	78.00%
Days Cash on Hand	261 days	314 days	193 days	207 days	252 days	281 days	281 days
Avg. Annual Homeowner's Bill (7,200 cu ft/yr) - 5/8"	$463.06	$772.18	$982.00	$1,054.88	$1,089.08	$1,160.64	$1,245.62
Avg. Quarterly Homeowner's Bill (1,800 cu ft/qtr) - 5/8"	$115.77	$193.05	$245.50	$263.72	$272.27	$290.16	$311.41
Avg. Monthly Homeowner's Bill (600 cu ft/mo) - 5/8"	$38.59	$64.35	$81.83	$87.91	$90.76	$96.72	$103.80

Key Projection Notes

- Base Fee and User Charge (commodity charge) assumes a 4% inflationary increase beginning 2026-2027 and thereafter for all customers.
- Total MEUs increased by a total of 66 (65 inside, 1 outside) in 2025-2026 and held constant thereafter. Total Billable Flow flat throughout projection.
- Operating Expenses adjusted in 2025-2026 for full year of county wholesale water charges and 4% increase annually thereafter.
- Operating Expenses includes $100,000 for major repairs beginning 2025-2026 and grows at 4% increase annually thereafter.
- Capital Outlay includes County's CCIF annual payment of $50,000 and other cash funded capital projects identified in system's CIP.

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Rate Table & Annual Bill Comparison

HOLD SCENARIO 2025-2026

				Quarterly	Annual
Usage Charge/100cf*	**$ 7.25**	Qtr. Usage	Annual use	$ 130.50	$ 522.00
5/8"		1,800.00	6,748.56	$ 130.50	$ 522.00
1"		1,800.00	6,532.17	$ 130.50	$ 522.00
2"		19,045.00	76,180.00	$ 1,380.76	$ 5,523.05
3"		11,750.00	47,000.00	$ 851.88	$ 3,407.50
4"		131,741.67	526,966.67	$ 9,551.27	$ 38,205.08
Base Fee/quarter	**$ 28.26**	Multiplier		Quarterly	Annual
5/8"	$ 28.26	1		$ 28.26	$ 113.04
1"	$ 70.65	2.5		$ 70.65	$ 282.60
2"	$ 226.08	8		$ 226.08	$ 904.32
3"	$ 423.90	15		$ 423.90	$ 1,695.60
4"	$ 706.50	25		$ 706.50	$ 2,826.00
Debt Fee	**$ 52.75**	Multiplier		Quarterly	Annual
5/8"	$ 52.75	1		$ 52.75	$ 211.00
1"	$ 131.88	2.5		$ 131.88	$ 527.50
2"	$ 422.00	8		$ 422.00	$ 1,688.00
3"	$ 791.25	15		$ 791.25	$ 3,165.00
4"	$ 1,318.75	25		$ 1,318.75	$ 5,275.00
		Total Bill		Quarterly	Annual
		5/8"		$ 211.51	$ 846.04
		1"		$ 333.03	$ 1,332.10
		2"		$ 2,028.84	$ 8,115.37
		3"		$ 2,067.03	$ 8,268.10
		4"		$ 11,576.52	$ 46,306.08

REMIX SCENARIO 2025-2026

				Quarterly	Annual
Usage Charge/100cf*	**$ 10.25**	Qtr Usage	Annual use	$ 184.50	$ 738.00
5/8"		1,800.00	6,748.56	$ 184.50	$ 738.00
1"		1,800.00	6,532.17	$ 184.50	$ 738.00
2"		19,045.00	76,180.00	$ 1,952.11	$ 7,808.45
3"		11,750.00	47,000.00	$ 1,204.38	$ 4,817.50
4"		131,741.67	526,966.67	$ 13,503.52	$ 54,014.08
Base Fee/quarter	**$ 21.00**	Multiplier		Quarterly	Annual
5/8"	$ 21.00	1		$ 21.00	$ 84.00
1"	$ 52.50	2.5		$ 52.50	$ 210.00
2"	$ 168.00	8		$ 168.00	$ 672.00
3"	$ 315.00	15		$ 315.00	$ 1,260.00
4"	$ 525.00	25		$ 525.00	$ 2,100.00
Debt Fee	**$ 40.00**	Multiplier		Quarterly	Annual
5/8"	$ 40.00	1		$ 40.00	$ 160.00
1"	$ 100.00	2.5		$ 100.00	$ 400.00
2"	$ 320.00	8		$ 320.00	$ 1,280.00
3"	$ 600.00	15		$ 600.00	$ 2,400.00
4"	$ 1,000.00	25		$ 1,000.00	$ 4,000.00
		Total Bill		Quarterly	Annual
		5/8"		$ 245.50	$ 982.00
		1"		$ 337.00	$ 1,348.00
		2"		$ 2,440.11	$ 9,760.45
		3"		$ 2,119.38	$ 8,477.50
		4"		$ 15,028.52	$ 60,114.08

Hold vs. Re-Mix Scenario →

Average Annual Bill Difference			
Total Bill		Quarterly	Annual
5/8"		$ 33.99	$ 135.96
1"		$ 3.98	$ 15.90
2"		$ 411.27	$ 1,645.08
3"		$ 52.35	$ 209.40
4"		$ 3,452.00	$ 13,808.00

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Rate Table & Annual Bill Comparison

Prior Rate Increase Plan 2025-2026

				Quarterly	Annual
Usage Charge/100cf*	**$ 8.15**	Qtr Usage	Annual use	$ 146.70	$ 586.80
5/8"		1,800.00	6,748.56	$ 146.70	$ 586.80
1"		1,800.00	6,532.17	$ 146.70	$ 586.80
2"		19,045.00	76,180.00	$ 1,552.17	$ 6,208.67
3"		11,750.00	47,000.00	$ 957.63	$ 3,830.50
4"		131,741.67	526,966.67	$ 10,736.95	$ 42,947.78
Base Fee/quarter	**$ 47.76**	Multiplier		Quarterly	Annual
5/8"	$ 47.76	1		$ 47.76	$ 191.04
1"	$ 119.40	2.5		$ 119.40	$ 477.60
2"	$ 382.08	8		$ 382.08	$ 1,528.32
3"	$ 716.40	15		$ 716.40	$ 2,865.60
4"	$ 1,194.00	25		$ 1,194.00	$ 4,776.00
Debt Fee	**$ 52.75**	Multiplier		Quarterly	Annual
5/8"	$ 52.75	1		$ 52.75	$ 211.00
1"	$ 131.88	2.5		$ 131.88	$ 527.50
2"	$ 422.00	8		$ 422.00	$ 1,688.00
3"	$ 791.25	15		$ 791.25	$ 3,165.00
4"	$ 1,318.75	25		$ 1,318.75	$ 5,275.00
		Total Bill		Quarterly	Annual
		5/8"		$ 247.21	$ 988.84
		1"		$ 397.98	$ 1,591.90
		2"		$ 2,356.25	$ 9,424.99
		3"		$ 2,465.28	$ 9,861.10
		4"		$ 13,249.70	$ 52,998.78

SEE UPDATED SUMMARY TABLE BELOW

Hold vs. Prior Rate Increase Plan →

Average Annual Bill Difference			
Total Bill		Quarterly	Annual
5/8"		$ 35.70	$ 142.80
1"		$ 64.95	$ 259.80
2"		$ 327.41	$ 1,309.62
3"		$ 398.25	$ 1,593.00
4"		$ 1,673.18	$ 6,692.70

THIS SUMMARY TABLE HAS BEEN UPDATED FROM DRAFT SENT TO COUNCIL ON FRIDAY

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Options for City to Consider

OPTION 1: HOLD RATES

- Hold current rate structure for FY beginning July 1, 2025
  - Debt Fee held at $52.75 per qtr.
  - User Fee held at $7.25 per 100 cf. – 4% inflationary increases beginning 2026/27
  - Base Fee held at $28.26 per 100 cf. – 4% inflationary increase beginning 2026/27
- Adopt 2024-2025 Budget Amendment
- Adopt 2025-2026 Initial Budget based upon assumptions above.
- Prioritize Future Capital Improvement Needs & Funding Sources in 2025-2026
- Re-evaluate rates in Spring of 2026 prior to setting of the 2026-2027 budget
- Re-evaluate billing frequency and rate structure mix for the 2026-2027 budget

OPTION 2: ADJUST RATE MIX NOW

- Adopt 2024-2025 Budget Amendment
- Adopt 2025-2026 Initial Budget based upon re-calibrating the rate structure mix as follows:
  - Increasing the Usage Rate ($7.25 per 100 cu ft. to $10.25 per 100 cu ft.). - 4% inflationary increases beginning 2026/27
  - Decreasing the Base Fee ($28.26 to $21.00 per qtr.), then 4% inflationary beginning in 2026-2027 and thereafter.
  - Decreasing the Debt Fee from $52.75 to $40.00 per qtr.
    - The debt fee will have to be adjusted higher in 2026-2027, 2028-2029 and 2029-2030 as new bonds are layered in for future large capital improvement needs to the City's water infrastructure.
- Re-evaluate billing frequency during the 2025-2026 fiscal year.

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Council Support

Defining Key Concepts

Meter Equivalent Units

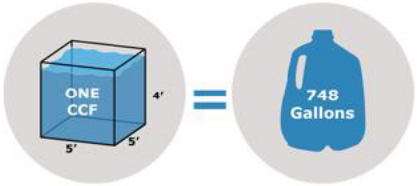
- Meter Equivalent Units (MEUs) – is a standardized way to measure the water usage of different types of customers.

Meter Size	AWWA (capacity)	Factor based on 5/8
5/8 inch	20	1.00
3/4 inch	30	1.50
1 inch	50	2.50
1-1/2 inch	100	5.00
2 inch	160	8.00
3 inch	300	15.00
4 inch	500	25.00

- AWWA capacity is measured in gallons per minute (gpm). The larger the meter, the higher its capacity to handle a greater volume of water flow.

Billable Flow

- Billable Flow refers to the volume of water that has passed through your water meter during the billing period.
- This volume is measured in units like CCF (hundred cubic feet) or gallons.
- A centum cubic foot represents one hundred cubic feet of water. This is the most common unit used by water systems.
- One CCF is equal to 748 Gallons.



- City of Linden's Prior rate studies and current rate review assumes 1,800 cubic feet/quarter usage for the typical resident. This is accurate.

Revenue Structure

- **Base Fee** – a non-volumetric charge that does not depend on usage. It is a **fixed** fee charged quarterly to cover the fixed costs associated with operating the water system.
- **Usage Charge** - or commodity charge is a **variable** fee based on the amount of water you use during the billing period.
- **Debt Fee –** a **fixed** fee charged to customers to cover the water system's outstanding bond's annual debt service payments.

AWWA = American Water Works Association

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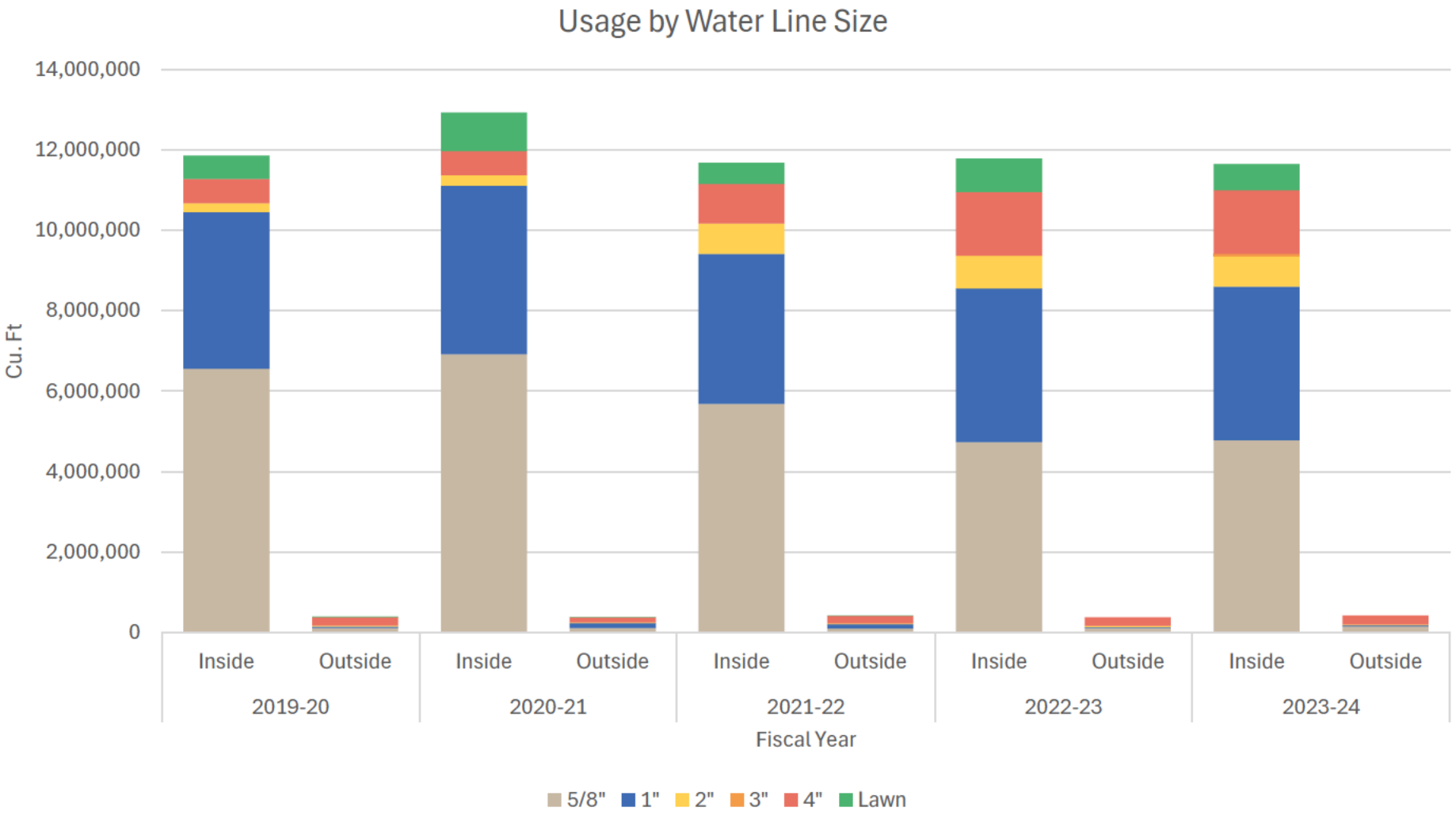
Actual MEUs Calculation – Latest Billing Quarter

December 2024 to February 2025 Billing Quarter			
Billing Item	**Customers Billed**	**AWWA Multiplier**	**MEUs**
WTR 5/8"	710	1.00	710
WTR 1"	594	2.50	1,485
WTR 2"	10	8.00	80
WTR 3"	2	15.00	30
WTR 4"	4	25.00	100
INSIDE CITY SUBTOTAL	**1,320**		**2,405**
WTR 5/8" OUTSIDE	21	1.00	21
WTR 1" OUTSIDE	3	2.50	8
WTR 2" OUTSIDE	2	8.00	16
WTR 4" OUTSIDE	3	25.00	75
OUTSIDE CITY SUBTOTAL	**29**		**120**
GRAND TOTAL	**1,349**		**2,525**

Source: Neptune & BS&A Software – City Administration

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Historical Use by Water Line Size (measured in cubic feet)



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Inside City – Average Billable Flow Calculation by Customer Class 2023-2024 Full Fiscal Year

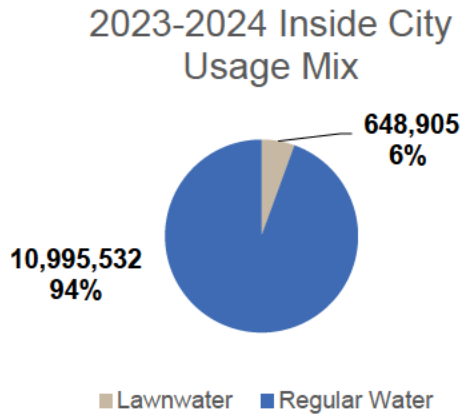
Customer Class	Total Usage (cubic feet)	Total Customers Billed	Average Annual Use (cubic feet)	Average Quarterly Use (cubic feet)
Lawnwater[1]	648,905	75	8,652	2,163
5/8"	4,777,980	708	6,749	1,687
1"	3,827,852	586	6,532	1,633
2"	761,800	10	76,180	19,045
3"	47,000	1	47,000	11,750
4"	1,580,900	3	526,967	131,742

Source: Neptune & BS&A Software. City Administration.

1- A second base fee is charged to lawnwater meter customers upon usage; typically 2nd and 3rd quarter of the year.

Inside Water Usage versus Lawn Water Usage – For Inside City Customers

- Lawn water usage has ranged from 5 to 7% of the total annual inside city usage over the past 5 fiscal years.
- For the 2023-2024 fiscal year lawn water usage accounted for 6% of total inside city usage.



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Questions?

PFM Financial Advisors LLC
555 Briarwood Circle, Suite 333
Ann Arbor, MI 48108
(734) 994-9700

pfm

CODE ENFORCEMENT		
Date: 4-425	Address: Chestnut /Broad	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed sign.		

Date: 4-8-25	Address: Tickner/Olde Mill	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed.		

Date: 4-8-25	Adress: Saddlebrook/Ripley	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed.		

Date: 4-9-25	Address: Rolston/Bridge	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed.		

Date: 4-10-25	Address: Rolston/Bridge	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed.		

City of Linden Police Department
Code Enforcement

DATE: 4-12-25	Address: 387 Melanie Ct.	Violation(s) Yes: or No:
Comments/Action taken: Noise complaint. Officer investigated, no unreasonable noise, spoke to homeowner.		

Date: 4-14-25	Address: Rolston/Bridge	Violation(s) Yes: or No:
Comments/Action taken: Sign in right of way. Removed.		

Date: 4-22-25	Address: 525 Hickory	Violation(s) Yes: or No:
Comments/Action taken: Vehicle on lawn. Advised owner. Will follow-up.		

Date:	Address:	Violation(s) Yes: or No:
Comments/Action taken:		

POLICE DEPARTMENT MONTHLY ACTIVITY REPORT
CITY OF LINDEN
April, 2025

COMPLAINTS	
Larceny	1
M.D.O.P.	0
Juvenile Runaway	0
Juvenile Offenses	2
Assaults	0
Breaking & Entering	0
Domestic Violence	1

POLICE ASSISTS	To	From
Argentine	3	2
Co. Sheriff	8	3
MI State Police	0	0
Fenton City	0	0

RADIO CALLS- 132

ALL OTHER ARRESTS

Warrants	3
Felony Arrests	0
Misdemeanor Arrests	5
Lodged In Co. Jail	3

TRAFFIC	
Accidents	
Property Damage	0
Injuries	0
Hit&Run	0
Citations- Radar	13
Citations- Other	
Passing	0
Exp & Susp License	1
Exp & Improper Plates	19
No Proof of Insurance	9
Seat Belts	0
O.U.I.L. (O.U.I.D.)	0
Disobey Traffic Signal	0
Defective Equipment	0
Warnings	50

NON TRAFFIC CITATIONS

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

BUSINESS CHECKS- 709
VACATION CHECKS- 23
MEDICAL ASSISTS- 18

Chief's Notes

We responded to a total of 32 calls for the month of April with 17 of them being EMS. Other calls consisted of 2 fire alarms, 7 lift assists, 1 gas odor investigation, and 5 assist for mutual aid.

Our Engine 12 has finally returned to service, a long road in the repair shop. I feel much better with our of our apparatus fine tuned and ready for fire calls.

As noted in my apparatus report, we had a great result on a recent call by saving a life do CPR on a resident in need. I'm proud of all those who assisted both Police and fire to make this happen for Greg.

We participated in the Box City event at our 2 elementary schools, always nice to be with the kids and see their efforts of building their own little city.

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

Respectfully submitted,

Brian Will

APPARATUS AND EQUIPMENT

E12- Truck is back in service

E11- No report or repairs

R16- No report or repairs

U-17- No report or repairs

Fire Station

No report

Training

We conducted 2 trainings this month. Our first session was working on sprinkler systems and how to minimize the water damaged caused by them. We have a new tool that can shut the off at the sprinkler head and also reviewed where valves are located in different buildings so we can shut off the water supply there as well.

Our second session was a physical agility course our Firefighters had to get into full gear and go through the course setup by the training officer. This was a physical task but everyone completed it and are now better for it.

Personnel

As you know by now, some of our Firefighters were called to a full arrest call. We train and utilize all of our pieces of equipment as usual on these incidents but this time we had a miraculous result and our patient is alive an back to work, a very rewarding result.

DEPARTMENT OF PUBLIC WORKS
Memorandum

To: Ellen Glass, City Manager
From: Don Grice, Director of Public Works
Date: May 7, 2025
Re: DPW Monthly Report to Council

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

- Received and staked out over 90 Miss Dig tickets throughout the community.
- Inspect sewer lift stations and sewer lines weekly.
- Dispense 3 tons of cold patch on surface roads.
- Loose Center work:
    - Daily cleaning (M-F).
    - Assist with table and chair set ups.
    - Work with architect on Loose Center addition.
    - Work with contractor to have the old sun porch removed and hauled away.
- Continue street sweeping program
- Move speed sign bi-weekly for police department.
- Continue to work with architects and contractors on Linden Mill Building design.
- Conduct multiple leak detection investigations.
- Change out multiple water meters around community.
- Work with contractor on Lindenwood Project.
- Switch municipal water system over to county supply.
- Manage water main break and associated boil water alert.
- Receive bids for Mill Pond Walkway.
- Install park property boundary markers on the west side of EWP.
- Repair two leaks on cemetery spigots.

Respectfully submitted,

Don Grice

HISTORIC CITY OF Linden

EST. 1871



Linden Parks & Rec Presents

CORNHOLE IN THE PARK

Join us for an evening of friendly competition along the beautiful Shiawassee River!

Thursday, May 22 6PM-8PM

at the Linden Mill Pond

Prizes for longest toss!



MEMORIAL DAY

Annual Linden VFW Post 4642
Memorial Day Services & Parade

May 26 ★ 10:00 a.m.

Downtown Linden to Fairview Cemetery

Community Picnic & Concert to Follow
Linden Community Center
Kimble-Sharp Gazebo & Park

★ Remember & Honor ★