



**CITY OF MILAN
BUDGET PUBLIC HEARING
CITY COUNCIL AGENDA
COUNCIL CHAMBERS**

**May 6, 2025
7:00 P.M.**

**REGULAR MEETING
MUNICIPAL BUILDING**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL OF COUNCIL MEMBERS: Mayor Edward Kolar __, Councilpersons Mary Kerkes __, Josh Kofflin __, Dave Snyder __, Matthew Stafford __, Christian Thompson __, Shannon Dare Wayne __.

OTHER OFFICERS PRESENT: City Administrator Jim Lancaster __, Clerk Lavonna Wenzel __, City Attorney Steven Mann __, Police Chief Donald Tillery __, Building Inspector Tom Toth, MIS & Communications Director Hanna Massouh __, Community Engagement Director Jill Tewsley __, Fire Chief DJ Carpus __.

APPROVAL OF AGENDA:

May 6, 2025

Motion by Councilperson _____, seconded by _____ to approve the agenda.

APPROVAL OF MINUTES:

April 15, 2025 -

Regular Meeting Minutes

Motion by Councilperson ____, seconded by Councilperson ____ to approve the minutes.

CITIZENS MATTERS FROM THE FLOOR: (5-minute time limit per person)

- A. Residents:**
- B. Non-Residents:**

PUBLIC HEARING :

For the purpose to discuss the Proposed 2025-2026 City Budget for all City funds.

SPECIAL PRESENTATION:

A Proclamation to proclaim May 18 – 24, 2025 as National Public Works Week, by Mayor Kolar.

CONSENT AGENDA:

- A. A Special Event Request for a “2025 Milan Michigan Pride Parade” event, presented by Laura Rousseau on Saturday, June 7, 2025, from 2:00 pm to 5:00 pm. TCO attached**
- B. A Special Event Request for a “Milan in Motion” event, presented by Jill Tewsley and the Milan DDA, Every Wednesday, from June 4, 2025, to August 27, 2025. Located in Tolan Square and Wilson Park, from 6:00 pm to 7:30 pm.**
- C. A Special Event Request for the “Annual Beautification Flower Sale” event, presented by the Milan Beautification Commission on Saturday, May 10, 2025. Located in Tolan Square, from 8:00 am to 4:00 pm.**

Motion by Councilperson ____, seconded by Councilperson __ to approve the Consent Agenda items A through C.

**CITY COUNCIL AGENDA
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MATTERS FOR ACTION:

- 1. Approve Agreement between City of Milan and AccuShred for Document Destruction Services, Subject to City Attorney review.**

Motion by Councilperson____, seconded by Councilperson____ to approve.

- 2. Approve Resolution 2025-09 - A RESOLUTION TO ENTER INTO AN AGREEMENT WITH MDOT, FOR RECONSTRUCTION WORK ALONG EAST MICHIGAN AVENUE FROM NORTH STREET TO DEXTER STREET.**

Motion by Councilperson____, seconded by Councilperson____ to approve.

- 3. Approve the quote from Midwest Municipal Instrumentation Incorporation for a price not to exceed \$25,000.**

Motion by Councilperson____, seconded by Councilperson____ to approve.

ITEMS FOR DISCUSSION:

None.

BILLS PAYABLE AND PAYROLL: \$470,298.70

Motion by Councilperson____, seconded by Councilperson____ to approve the bills payable.

CITIZENS MATTERS FROM THE FLOOR: (3-minute time limit per person)

A. Residents:

B. Non-Residents:

MAYOR, COUNCIL & STAFF REPORTS AND/OR COMMENTS:

NEXT REGULAR MEETING:

Tuesday, May 20, 2025, (Agenda Item Submission Deadline, May 14, 2025)

ADJOURNMENT: Motion to adjourn meeting at __ P.M. by Councilperson____ seconded by Councilperson_____.

All matters to be presented to Milan City Council for their review, consideration and/or action, must be submitted in writing no later than 4:00 p.m., the Wednesday preceding the date of the meeting (normally the first and third Tuesdays of each month).

Special Notes:

The City of Milan will provide reasonable auxiliary aids and services, such as signers for the hearing impaired, and audiotapes of printed materials being considered at the meeting to individuals with disabilities upon one week's notice to the City of Milan. Individuals with disabilities requiring auxiliary aids or services should contact the City of Milan by writing or calling the following:

Lavonna Wenzel, City Clerk
734-439-1501 X1007
147 Wabash, Milan, Michigan 48160
Equal Employment Opportunity

**MINUTES OF A REGULAR MEETING OF THE MILAN CITY COUNCIL
HELD ON APRIL 15, 2025
147 WABASH ST. MILAN, MICHIGAN 48160**

Mayor Kolar called the meeting to order at 7:05 p.m.

Special Pledge of Allegiance lead by Ethan with the Milan Boy Scout Troop 491.

COUNCIL MEMBERS PRESENT: Mayor Kolar, Mayor Pro-Tem Wayne, Council Members, Kerkes, Kofflin, Snyder, Stafford, and Thompson.

OTHER OFFICERS PRESENT: City Administrator Jim Lancaster, City Clerk Lavonna Wenzel, City Attorney Steve Mann-Excused, Police Chief Tillery, Mis/Communications Director Hanna Massouh, and Community Engagement Director Jill Tewsley.

OTHERS PRESENT: Elaine Chateau, Jim Rise, Barb Bennett, George Bennett, Donald Basham, Rod Beaton, Denise Beaton, Karen Lambert, Donald Barnett, Matthew Tomecek, Fire Chief DJ Carpus.

APPROVAL OF AGENDA: April 15, 2025

Motion to approve the agenda with an amendment to add an item to the Consent Agenda the DDA 2025 Summer Parklet Program, and an item to Matters for Action, To Approve Resolution 2025-08 – A Resolution for the Purpose of setting a public Hearing Date for the Adoption of the Fiscal Year 2025/2026 Budget and Tax Rates on May 6 2025, by Councilmember Wayne, seconded by Councilmember Stafford.

Motion carried unanimously.

APPROVAL OF MINUTES: April 1, 2025 - Regular Meeting Minutes

Motion by Councilmember Kerkes to approve seconded by Councilmember Snyder.

Motion carried unanimously.

CITIZENS MATTERS FROM THE FLOOR: (5-minute time limit per person)

A. Residents: Frank Livermore spoke.

B. Non-Residents:

SPECIAL PRESENTATION:

A Proclamation to proclaim May as Motorcycle Awareness Month presented to Hot Rods Motorcycle Awareness and Suicide Prevention Foundation by Mayor Kolar.

CONSENT AGENDA:

- A. Building Department Report and Code Enforcement Report for the months of March 2025.**
- B. Approve Mayoral Appointment Jennifer Smith, to the Beautification Commission with a term ending on 12/31/2026.**
- C. Approve Resolution 2025-07 -RESOLUTION FOR WORKERS MEMORIAL DAY.**
- D. (Added) Approve the DDA 2025 Summer Parklet Program TCO's for The Owl and Peppers from May 1, to October 20, 2025.**

Motion by Councilmember Snyder, seconded by Councilmember Wayne to approve the Consent Agenda items A through D.

Motion carried unanimously.

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MATTERS FOR ACTION:

1. Approve Proposed Budget Amendments for Fiscal Year Ending June 30, 2025.

Motion by Councilmember Kofflin to approve the rezoning, seconded by Snyder to approve.
Motion carried unanimously.

2. (Added) Approve Resolution 2025-08 – A Resolution for Setting A Public Hearing Date for the Adoption of The Fiscal Year 2025/2026 Budget and Tax Rates.

Motion by Councilperson Kerkes, seconded by Councilperson Stafford to approve the Resolution.
Motion carried unanimously.

ITEMS FOR DISCUSSION: None

BILLS PAYABLE AND PAYROLL: \$338,118.94

Motion by Councilmember Kerkes, seconded by Councilmember Stafford, to pay the bills as presented.
Motion carried unanimously.

CITIZENS MATTERS FROM THE FLOOR: (3-minute time limit per person)

A. Residents: Donald Basham.

B. Non-Residents:

MAYOR, COUNCIL & STAFF REPORTS AND/OR COMMENTS:

Administrator Lancaster thanked all the department heads and the staff for taking on extra responsibilities as we work through the city treasurer seat vacancy.

Clerk Wenzel announced that the filling deadline for City Council and Library Board candidates is quickly approaching April 22nd at 4:00pm.

Deputy Chief Nieman reminded all that is a “Wine Walk” not a wine drive. He cautioned all to be safe during the event and to call for a ride if you need one.

IT Director Massouh provided updates on the .Gov migration. He shared that all city emails and the city website have all been converted to .Gov.

Jill Tewsley thanked the Parks & Recreation Commission for carrying out this years “Easter Egg Hunt” and thanked the Easter Bunny for making a special appearance.

Fire Chief DJ Carpus introduced himself as the new Milan Area Fire Department Chief as of May 1st, 2025.

Councilmember Stafford thanked Administrator Lancaster for a great one-on-one budget meeting. He thanked everyone who worked at the Milan Cares community clean-up day.

Councilmember Kofflin thanked City Accounting Consultant Kelly Schimmoeller, and Administrator Lancaster for their work on the budget. He shared that he is looking forward to working with the new Executive Director of the River Raisin Watershed Council, Sean Dennis and the new strategic plans.

Mayor Pro-Tem Wayne thanked the new Fire Chief DJ Carpus for his introduction and thanked Hot Rods Motorcycle Awareness and Suicide Prevention Foundation for coming. Dr. Wayne reminded everyone of the “Wine Walk” event on April 26th, she announced that tickets are still available.

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APRIL 15, 2025
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Councilmember Kerkes also thanked City Administrator Jim, and Kelly Schimmoeller with Plant Moran for making her budget session understandable. She congratulated the new Fire Chief, DJ Carpus and welcomed him aboard.

Councilmember Thompson announced his absence during the Milan Cares clean-up day, but upon his return he and eight others went out and collected 55 bags of trash from Plank Rd alone.

Mayor Kolar reported his observance of other communities' cleanliness, and it appears that no one takes care of their community like Milan does. He is thankful for the great group of volunteers who help keep the city clean. Mayor Kolar shared when he started the cleanup program in 2017, his hopes were to set an example of care that would promote others to keep their city clean. It didn't work as hoped but has grown into a broader cleaning event and has thankfully gained more volunteers. He enjoyed being a part of the Easter Egg Hunt and was pleased with the turnout of the event.

NEXT REGULAR MEETING:

Tuesday, May 6, 2025 (*Agenda Item Submission Deadline, April 30, 2025*)

ADJOURNMENT: Motion to adjourn the regular meeting at 7:44pm, by Councilmember Wayne,
seconded by Councilmember Kofflin. Motion carried unanimously.

Ed Kolar, Mayor

Lavonna Wenzel, Clerk



CITY OF MILAN
STAFF REPORT
MEETING DATE: May 6, 2025

TO: Mayor Kolar & City Council
FROM: Jim Lancaster, City Administrator
SUBJECT: 2026 Budget Memo

Attached is the proposed budget for fiscal year 2026: July 1, 2025, through June 30, 2026. Key points are summarized below.

General Fund: Revenues

The proposed General Fund budget is balanced and maintains over \$1.8 million in undesignated fund balance, or approximately 25% of General Fund expenditures.

Property tax revenue comprises over 50% of the General Fund's budgeted revenues. While the City collects numerous millages on behalf of other taxing authorities, there are only three millages that are levied by the City for operations: a general operating millage (for roads and operations), a senior services millage and a publicity millage. For fiscal year 2026, this budget proposal is compiled using the assumption that we will levy our maximum allowable millage after Headlee Millage Reduction Fractions have been applied. While our millage reduction fraction has not yet been finalized by Equalization, we know our rates will NOT exceed the current rates of 16.3496 for City Operating (with 1 mill dedicated to roads as voted by taxpayers in 2015), 0.5 for senior services and 0.2415 for publicity.

State shared revenue makes up about 10% of General Fund budgeted revenues. The State of Michigan provides estimates for the coming year, and they convene throughout the year to adjust projections based on more current and ongoing activity.

Another revenue source in the General Fund is the personal property tax loss reimbursement which comes from the State's Local Community Stabilization Authority. The personal property exemption threshold continues to change year over year; LCSA continues to reimburse municipalities for tax revenue lost due to the initial implementation of the PPT reform package. Initially this amount was

expected to decrease, but there is increasing conversation surrounding personal property as a whole; Administration will continue to monitor activity at the State level surrounding this program.

A final piece of State shared revenue to consider is Marihuana License revenue sharing. While the City has approved two retail spaces (two licenses), the Administration recommends being conservative with planning for these revenues in 2026 as one facility will not be eligible for revenue sharing until the facility is operational and final licenses are issued by the State of Michigan.

We continue to budget conservatively for Building, Planning and Rental Inspection programs as activity in these programs is hard to predict year-over-year. It is also important to note that these are not significant revenue generating programs for the city as they are considered public safety programs: these programs are intended to generate the necessary revenue to cover expenditures related to each program. The City has made significant changes to the staffing and structure related to these departments over the past two years to make them more efficient and cost effective: Administration will continue to monitor progress and adjust as necessary in the coming years.

A notable revenue in our Police Department is the salvage vehicle inspection program. This program remains stable and financially productive for the department. While 85% of the fees collected are paid to the inspector, the net revenue of the program has been about \$40,000 per year since the implementation of the program. This revenue source will continue to be used to assist in the funding of our police department. We continue to account for this program as a revenue and expenditure verses just a net revenue: this allows us to show the total amount of fees collected and the contracted cost to perform the inspections.

The council will note that we are budgeting for an increase in the amount we pay to York Township and Milan Township. This is related to our 425 agreements: as these areas continue to be developed and taxable value increases, the amount paid to the Townships will experience a similar increase.

In 2025 the city eliminated the Parks and Recreation Department as it previously existed in our ledger; now all activity related to facility rentals, events and programming is recorded in our Community Engagement Department. We are moving these revenues forward as we continue to work on the final agreement with the Milan Seniors for Healthy Living as this could impact the revenues and expenditures in this department in the near future.

All other revenue sources remain materially consistent with the current budget or year-to-date activity.

A final note on General Fund revenues: the large change in revenues over the last few years are due to previously obligated American Rescue Plan Act funds. The city initially received approximately \$635,000 which we were able to use over three fiscal years to support our general governmental services in the form of Capital Improvement purchases and public safety wages. As these funds have now been obligated and spent, Council will notice the decrease in total general fund revenues in fiscal year 2025 in those line items and moving forward. Even with these funds no longer being included in the revenues, we expect the overall revenues to go up approximately 4%.

General Fund: Expenditures

A summary of key assumptions are as follows:

- Personnel -- As we are a service-based organization, personnel wages are one of the key factors that drive our budget. Employee retention is a problem that is clear not only in municipal government, but also statewide and nationwide across all industries. Employee retention is a critical factor in providing consistency and progress to the city. As such, Mayor Kolar and Administrator Lancaster have made it a priority to be an employer that offers competitive wages and benefits. While the City of Milan has historically been one of the lower paying municipalities, efforts have been made in recent years to close the gap. To continue to remain in a competitive range with surrounding agencies, the following wage increases are included in the proposed budget:

POAM (Police Officers) 4.5% (Contractual)

COAM (Police Command) 4.0% (Contractual)

TPOAM (DPW Workers & Clerical) 4.5% (Contractual)

TPOAM (Supervisors) 3.0% (Contractual)

Non-Union Employees & Department Heads 3% (Mayoral recommendation)

- Retiree Costs – While the City no longer has any active employees who are part of the Defined Benefit pension program, funding this retirement system remains one of the City's largest expenditures. According to the most recent actuarial valuation, contributions to this pension system will decrease significantly within the next 5 years, which will have a significant, positive impact on the General Fund. While such a large expenditure year over year is challenging, it is critical that the City Administration continues to make the recommended contributions.
- General Operations – Operationally, the city has made many changes over the past two years. Some examples include transitioning from a traditional Parks & Recreation

department to Community Engagement, bringing facilities and grounds maintenance in-house versus contracting for services, the implementation of a Rental Inspection program, engaging a part-time Building Official versus full time, contracting emergency dispatch services versus maintaining our own dispatch center and working toward having a fully staffed police department for the first time in several years. In fiscal year 2026, there are changes in the budget for each General Fund department as the Administrator and Department Heads continue to reevaluate processes and costs to find more cost-effective products and services and create more efficiencies wherever possible. Even with an assumption of 3% increases due to inflation and actual contractual increases the overall expenditure is ever so slightly decreased. This is due to reallocating current staff and creating efficiencies. Even with this slight decrease in expenditures the budget still projects utilizing around \$135,000 in fund balance.

Other City Funds

Major (202) & Local Street (203) Funds

Mayor Kolar and the Council have made it clear that infrastructure improvements are of the utmost importance to this Administration. The city has been working closely with our engineering firm to compile Asset Management Plans for all our critical systems and assets. With these plans in place, we are now working toward a capital improvement plan that will address our streets. While we do commit one mill from our operating millage to roads and receive State funding for road improvements, these funds are limited. A key piece of our capital improvement planning is to be as strategic as possible in the coming years so we can not only do large scale capital improvement projects to repair our streets, but to also ensure we are able to maintain them for years to come to extend their useful life. We do have some capital project programmed in both major and local roads that pair state, federal and/or grant funds to offset some of the costs that will utilize some of the fund balance shown in these two departments.

Water & Sewer Fund (592)

As previously stated, infrastructure is a priority for this Administration. As with the road funds, we are working to make significant improvements to our Water & Sewer systems as a whole: from treatment plants to the system city-wide. It is important to note that the City's water & sewer fund is an enterprise fund which means it is funded by rates paid by system users, not tax dollars. The city works closely with Plante Moran to periodically perform and review a rate study, which is a compilation of historical data and future assumptions, which allows us to smooth rate increases over several years. This helps to lessen the financial impact on our residents while keeping us on track to meet funding goals that allow us to not only contract services to operate our systems but to make necessary improvements to the system. In fiscal year 2026, there is a recommended rate increase to

our water usage rate that would lay the foundation to continue capital improvements over the next seven years.

Capital Improvement Fund (445)

The City records activity related to large scale projects in this fund. This is to keep historical data related to operations in other funds from looking skewed over the years when there are large fluctuations. Revenues in this fund may come from grants, but it is typically funded by “Transfers In” from other City funds. In fiscal year 2026, the only capital improvement project that will be recorded in this fund is the second payment for the DTE Streetlight Acquisition upon completion of the project.

Capital Project Funds

As stated above, capital projects are often tracked in a separate fund to keep operational data from looking skewed. With the large amount of grant funding the City of Milan has received over the past year, the City will be accounting for these projects using Capital Project Funds, so all activity related to each large-scale project is recorded in one place. Examples of Capital Project Funds in fiscal year 2026 include a fund for the SPARK Grant, the Wastewater Treatment Plant Grant and the second phase of the Joint Training Center (federally funded).

Special Assessment District Funds (868 & 869)

The City maintains two Special Assessment District funds for the Uptown Village SAD and the Milan Crossing SAD. Several years ago, the city had to step in and complete road and infrastructure work that was left incomplete by a contractor. When this happens, a special assessment district is set up and each parcel that directly benefits from the completed work then pays back a portion of that cost over a number of years. In this case, 15 years. The revenue in these funds is collected during the winter tax season. The funds then transfer money back to the general fund and local road funds, which are the funds that originally paid for the project.

Rubbish Fund (226)

The City’s current contract is with Steven’s Disposal. Historically, this fund has not been sufficiently funded and has required General Fund support to ensure there is not a deficit. The goal over the next five years is to create a rate structure that ensures the Rubbish fund is sufficiently funded while minimizing the financial impact on our residents as much as possible.

Police Reserves Fund

This is a donation-based fund that is used to purchase uniform and equipment for reserve officers, as well as police station upgrades when there is sufficient funding. There are no tax dollars recorded or expended in this fund.

Downtown Development Authority Fund

Our DDA is considered a component unit of the city. This budget is created by the Downtown Development Authority board and approved by the City Council.

As is mandated by the City Charter, a final budget proposal is to be approved at the second regular City Council meeting in May (May 20, 2025). A public hearing that will allow residents to comment on the proposed budget and recommended tax rates will be held May 6, 2025. The City Council will also adopt a fee schedule that will put the new rubbish and water rates into effect on July 1.

	FY24 Actuals	FY25 Amended Budget	FY 26 Proposed
Fund 101-General Fund			
Revenues			
Dept. 000.000 Unallocated Activity	\$ 6,982,651.97	\$ 6,003,056.00	6,127,290.00
Dept. 100.000 Legislative	\$ 59,968.03	\$ (58,500.00)	1,500.00
Dept. 215.000 Clerk/Elections	\$ 4,165.00	\$ 2,960.00	2,960.00
Dept. 228.000 Information Technology	\$ -	\$ 225.00	225.00
Dept. 301.000 Police Dept.	\$ 527,010.96	\$ 397,635.00	397,635.00
Dept. 371.000 Building Department	\$ -	\$ 181,810.00	181,810.00
Dept. 372.000 Rental Inspection	\$ 60,545.00	\$ 22,385.00	22,385.00
Dept. 751.000 Parks & Rec.	\$ (21,357.74)	\$ -	-
Dept. 752.000 Community Engagement	\$ 24,989.78	\$ 57,945.00	109,445.00
	<u>\$ 7,637,973.00</u>	<u>\$ 6,607,516.00</u>	<u>6,843,250.00</u>
Expenditures			
Dept. 100 - LEGISLATIVE	\$ 94,202.85	\$ 83,870.00	81,490.00
Dept. 171 - ADMINISTRATIVE	\$ 218,419.98	\$ 245,815.00	59,785.00
Dept. 210 - CITY HALL	\$ 1,177,652.77	\$ 1,260,920.00	1,333,415.00
Dept. 215 - CLERK/ELECTIONS	\$ 127,399.15	\$ 134,935.00	131,355.00
Dept. 228 - INFORMATION TECHNOLOGY	\$ 365,840.92	\$ 354,225.00	365,900.00
Dept. 253 - TREASURER/FINANCE	\$ 380,961.44	\$ 280,803.00	254,020.00
Dept. 257 - ASSESSING	\$ 96,101.59	\$ 99,045.00	88,605.00
Dept. 265 - BUILDING MAINTENANCE	\$ 225,370.88	\$ 194,065.00	233,300.00
Dept. 301 - POLICE	\$ 2,766,814.11	\$ 2,592,400.00	2,663,780.00
Dept. 302 - DISPATCH	\$ -	\$ -	-
Dept. 336 - FIRE	\$ 303,636.12	\$ 368,000.00	365,300.00
Dept. 371 - BUILDING DEPARTMENT	\$ 167,041.75	\$ 134,700.00	123,525.00
Dept. 372 - RENTAL INSPECTION	\$ 75,625.00	\$ 33,500.00	33,500.00
Dept. 441 - DEPARTMENT OF PUBLIC WORKS	\$ 618,935.55	\$ 562,180.00	528,390.00
Dept. 672 - SENIOR CITIZENS	\$ 78,000.00	\$ 78,000.00	78,000.00
Dept. 701 - PLANNING & ZONING	\$ 17,925.00	\$ 15,000.00	35,585.00
Dept. 751 - PARKS & RECREATION	\$ 78,017.97	\$ -	-
Dept. 752 - COMMUNITY ENGAGEMENT	\$ 151,845.88	\$ 244,064.00	266,635.00
Dept. 905 - DEBT RETIREMENT	\$ 41,013.00	\$ 48,700.00	48,700.00
Dept. 965 - OPERATING TRANSFERSOUT	\$ 595,571.00	\$ 282,400.00	286,600.00
	<u>\$ 7,580,374.96</u>	<u>\$ 7,012,622.00</u>	<u>6,977,885.00</u>
TOTAL REVENUES	\$ 7,637,973.00	\$ 6,607,516.00	6,843,250.00
TOTAL EXPENDITURES	\$ 7,580,374.96	\$ 7,012,622.00	6,977,885.00
NET OF REVENUES & EXPENDITURES	\$ 57,598.04	\$ (405,106.00)	(134,635.00)

***Beginning Fund Balance	\$ 2,183,455.00	\$ 2,241,053.04	\$ 1,835,947.04
Net Revenues & Expenditures	\$ 57,598.04	\$ (405,106.00)	(134,635.00)
Ending Fund Balance	\$ 2,241,053.04	\$ 1,835,947.04	\$ 1,701,312.04

Fund 202-Major Street				
		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues				
Dept. 000.000-Unallocated Activity		912,149.16	\$ 888,900.00	\$ 827,480.00
Expenditures				
Dept. 174.000 Personnel		128,731.45	\$ 193,220.00	\$ 106,053.00
Dept. 453.000 Surface Construction		1,148.40	\$ 15,000.00	\$ 15,000.00
Dept. 460.000 Bridge Maintenance		1,850.00	\$ 5,000.00	\$ 5,000.00
Dept. 463.000 Routine Maintenance		216,691.25	\$ 307,390.00	\$ 307,390.00
Dept. 474.000 Traffic Services		12,551.25	\$ 19,630.00	\$ 19,630.00
Dept. 479.000 Winter Maint./Snow & Ice		23,127.82	\$ 33,885.00	\$ 33,885.00
Dept. 900.000 Capital Outlay /Fixed Asset		231,169.81	\$ 300,000.00	\$ 300,000.00
Dept. 965.000 Operating Transfers Out		100,000.00	\$ 100,000.00	\$ 100,000.00
		715,269.98	\$ 974,125.00	\$ 886,958.00
TOTAL REVENUES		912,149.16	\$ 888,900.00	\$ 827,480.00
TOTAL EXPENDITURES		715,269.98	\$ 974,125.00	\$ 886,958.00
NET OF REVENUES & EXPENDITURES		196,879.18	\$ (85,225.00)	\$ (59,478.00)
***Beginning Fund Balance		1,363,104.00	\$ 1,559,983.18	\$ 1,474,758.18
Net Revenues & Expenditures		196,879.18	\$ (85,225.00)	\$ (59,478.00)
Ending Fund Balance		1,559,983.18	\$ 1,474,758.18	\$ 1,415,280.18

Fund 203-Local Street				
		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues				
Dept. 000.000-Unallocated Activity		363,401.87	\$ 359,980.00	\$ 336,070.00
Expenditures				
Dept. 174.000 Personnel		88,993.97	\$ 152,953.00	\$ 138,705.00
Dept. 453.000 Surface Construction		2,331.60	\$ 15,000.00	\$ 15,000.00
Dept. 463.000 Routine Maintenance		48,331.62	\$ 128,440.00	\$ 128,440.00
Dept. 474.000 Traffic Services		2,012.96	\$ 12,312.00	\$ 12,315.00
Dept. 479.000 Winter Maint./Snow & Ice		19,401.77	\$ 28,954.00	\$ 28,955.00
Dept. 900.000 Capital Outlay/Fixed Asset		-	\$ -	\$ -
		161,071.92	\$ 337,659.00	\$ 323,415.00
TOTAL REVENUES		363,401.87	\$ 359,980.00	\$ 336,070.00
TOTAL EXPENDITURES		161,071.92	\$ 337,659.00	\$ 323,415.00
NET OF REVENUES & EXPENDITURES		202,329.95	\$ 22,321.00	\$ 12,655.00
***Beginning Fund Balance		657,027.00	\$ 859,356.95	\$ 881,677.95
Net Revenues & Expenditures		202,329.95	\$ 22,321.00	\$ 12,655.00
Ending Fund Balance		859,356.95	\$ 881,677.95	\$ 894,332.95

Fund 226-Rubbish Fund		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	775,867.46	\$ 615,120.00	615,120.00
Expenditures	Dept. 521.000 Sanitation/Compost/Recycle	646,529.97	\$ 652,000.00	652,000.00
	Dept. 900.000 Capital Outlay	-	\$ -	-
		646,529.97	\$ 652,000.00	652,000.00
	TOTAL REVENUES	775,867.46	\$ 615,120.00	615,120.00
	TOTAL EXPENDITURES	646,529.97	\$ 652,000.00	652,000.00
	NET OF REVENUES & EXPENDITURES	129,337.49	\$ (36,880.00)	(36,880.00)
	***Beginning Fund Balance	2,596.00	\$ 131,933.49	95,053.49
	Net Revenues & Expenditures	129,337.49	\$ (36,880.00)	(36,880.00)
	Ending Fund Balance	131,933.49	\$ 95,053.49	58,173.49

Fund 272-Volunteers in Police Officer Reserve Fund		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	4,700.00	\$ 3,000.00	3,000.00
Expenditures	Dept. 272.000 Police Reserves	16,347.31	\$ 3,000.00	3,000.00
		16,347.31	\$ 3,000.00	3,000.00
	TOTAL REVENUES	4,700.00	\$ 3,000.00	3,000.00
	TOTAL EXPENDITURES	16,347.31	\$ 3,000.00	3,000.00
	NET OF REVENUES & EXPENDITURES	(11,647.31)	\$ -	-
	***Beginning Fund Balance	18,668.00	\$ 7,020.69	7,020.69
	Net Revenues & Expenditures	(11,647.31)	\$ -	-
	Ending Fund Balance	7,020.69	\$ 7,020.69	7,020.69

Fund 248-Downtown Development Authority		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	\$ 113,975.15	\$ 85,200.00	\$ 90,630.00
Expenditures	Dept. 248.000-DDA Expenditures	\$ 73,163.76	\$ 78,588.00	\$ 84,387.00
		\$ 73,163.76	\$ 78,588.00	\$ 84,387.00
	TOTAL REVENUES	\$ 113,975.15	\$ 85,200.00	\$ 90,630.00
	TOTAL EXPENDITURES	\$ 73,163.76	\$ 78,588.00	\$ 84,387.00
	NET OF REVENUES & EXPENDITURES	\$ 40,811.39	\$ 6,612.00	\$ 6,243.00
	***Beginning Fund Balance	\$ 48,563.00	\$ 89,374.39	95,986.39
	Net Revenues & Expenditures	\$ 40,811.39	\$ 6,612.00	6,243.00
	Ending Fund Balance	\$ 89,374.39	\$ 95,986.39	102,229.39

Fund 445-Capital Improvement Fund		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	\$ 503,075.43	\$ 62,400.00	\$ 111,110.00
Expenditures	Dept. 900.000 Capital Outlay/Fixed Asset	\$ 478,685.60	\$ 62,400.00	\$ 111,110.00
		\$ 478,685.60	\$ 62,400.00	\$ 111,110.00
	TOTAL REVENUES	\$ 503,075.43	\$ 62,400.00	111,110.00
	TOTAL EXPENDITURES	\$ 478,685.60	\$ 62,400.00	111,110.00
	NET OF REVENUES & EXPENDITURES	\$ 24,389.83	\$ -	-
	***Beginning Fund Balance	\$ 16,522.00	\$ 40,911.83	40,911.83
	Net Revenues & Expenditures	\$ 24,389.83	\$ -	-
	Ending Fund Balance	\$ 40,911.83	\$ 40,911.83	40,911.83

Fund 592-Water/Sewer				
		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues				
Dept. 000.000-Unallocated Activity	\$	5,713,219.74	\$ 5,540,000.00	\$ 5,790,651.05
Expenditures				
Dept. 556.000 Water-Production	\$	495,421.45	\$ 929,340.00	\$ 1,007,105.00
Dept. 567.000 Sewer-Treatment	\$	2,736,709.83	\$ 2,791,505.00	\$ 2,873,110.00
Dept. 900.000 Capital Outlay	\$	254,822.70	\$ 26,575.00	\$ 1,000,000.00
Dept. 905.000 Debt Retirement	\$	334,722.03	\$ 391,834.00	\$ 405,805.00
	\$	3,821,676.01	\$ 4,139,254.00	\$ 5,286,020.00
TOTAL REVENUES	\$	5,713,219.74	\$ 5,540,000.00	\$ 5,790,651.05
TOTAL EXPENDITURES	\$	3,821,676.01	\$ 4,139,254.00	\$ 5,286,020.00
NET OF REVENUES & EXPENDITURES	\$	1,891,543.73	\$ 1,400,746.00	\$ 504,631.05
***Beginning Net Position	\$	12,822,887.00	\$ 14,714,430.73	16,115,176.73
Net Revenues & Expenditures	\$	1,891,543.73	\$ 1,400,746.00	504,631.05
Ending Net Position	\$	14,714,430.73	\$ 16,115,176.73	16,619,807.78

Fund 868-Uptown Village SAD		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	\$ 15,855.21	\$ 19,780.00	19,780.00
Expenditures	Dept. 965.000 Operating Transfers Out	\$ 45,000.00	\$ 16,000.00	16,000.00
		\$ 45,000.00	\$ 16,000.00	16,000.00
	TOTAL REVENUES	\$ 15,855.21	\$ 19,780.00	19,780.00
	TOTAL EXPENDITURES	\$ 45,000.00	\$ 16,000.00	16,000.00
	NET OF REVENUES & EXPENDITURES	\$ (29,144.79)	\$ 3,780.00	3,780.00
	***Beginning Fund Balance	\$ 68,583.00	\$ 39,438.21	43,218.21
	Net Revenues & Expenditures	\$ (29,144.79)	\$ 3,780.00	3,780.00
	Ending Fund Balance	\$ 39,438.21	\$ 43,218.21	46,998.21

Fund 869-Milan Crossing		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	\$ 7,894.99	\$ 7,325.00	7,325.00
Expenditures	Dept. 965.000 Operating Transfers Out	\$ 3,000.00	\$ 8,000.00	8,000.00
		\$ 3,000.00	\$ 8,000.00	8,000.00
	TOTAL REVENUES	\$ 7,894.99	\$ 7,325.00	7,325.00
	TOTAL EXPENDITURES	\$ 3,000.00	\$ 8,000.00	8,000.00
	NET OF REVENUES & EXPENDITURES	\$ 4,894.99	\$ (675.00)	(675.00)
	***Beginning Fund Balance	\$ 16,133.00	\$ 21,027.99	20,352.99
	Net Revenues & Expenditures	\$ 4,894.99	\$ (675.00)	(675.00)
	Ending Fund Balance	\$ 21,027.99	\$ 20,352.99	19,677.99

FUND 415 - CAPITAL PROJECT FUND-WWTP Upgrades		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	\$ 81,329.00	\$ 3,600,000.00	\$ 3,600,000.00
Expenditures	Dept. 000.000-Grant Expenditures	\$ 81,329.00	\$ 3,600,000.00	\$ 3,600,000.00
		\$ 81,329.00	\$ 3,600,000.00	\$ 3,600,000.00
	TOTAL REVENUES	\$ 81,329.00	\$ 3,600,000.00	\$ 3,600,000.00
	TOTAL EXPENDITURES	\$ 81,329.00	\$ 3,600,000.00	\$ 3,600,000.00
	NET OF REVENUES & EXPENDITURES	\$ -	\$ -	\$ -
	***Beginning Fund Balance	\$ -	\$ -	-
	Net Revenues & Expenditures	\$ -	\$ -	-
	Ending Fund Balance	\$ -	\$ -	-

FUND 425: Capital Project Fund: Spark Grant (Wilson Park)		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	32,063.50	\$ 954,500.00	954,500.00
Expenditures	Dept. 000.000 Grant Expenditures	32,063.50	\$ 954,500.00	954,500.00
		\$ 32,063.50	\$ 954,500.00	\$ 954,500.00
	TOTAL REVENUES	\$ 32,063.50	\$ 954,500.00	954,500.00
	TOTAL EXPENDITURES	\$ 32,063.50	\$ 954,500.00	954,500.00
	NET OF REVENUES & EXPENDITURES	\$ -	\$ -	-
	***Beginning Fund Balance	\$ -	\$ -	-
	Net Revenues & Expenditures	\$ -	\$ -	-
	Ending Fund Balance	\$ -	\$ -	-

FUND 430: Capital Project Fund: The Center (USDA CFA)		FY24 Actuals	FY25 Budget	FY26 Proposed
Revenues	Dept. 000.000-Unallocated Activity	-	\$ 360,000.00	360,000.00
Expenditures	Dept. 000.000 Grant Expenditures	-	\$ 360,000.00	360,000.00
		-	\$ 360,000.00	360,000.00
	TOTAL REVENUES	-	\$ 360,000.00	360,000.00
	TOTAL EXPENDITURES	-	\$ 360,000.00	360,000.00
	NET OF REVENUES & EXPENDITURES	-	\$ -	-
	***Beginning Fund Balance	-	\$ -	-
	Net Revenues & Expenditures	-	\$ -	-
	Ending Fund Balance	-	\$ -	-



OFFICE OF THE
MAYOR
EDWARD KOLAR

May 18 – 24, 2025 National Public Works Week Proclamation

Whereas public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Milan; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens;; and

Whereas it is in the public interest of the citizens, civic leaders, and children in the City of Milan to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Mayor Ed Kolar, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State,

DONE at the regular scheduled meeting of the City of Milan, Michigan on this 6th day of May 2025.

Councilmember Kerkes

Councilmember Kofflin

Councilmember Stafford

Councilmember Snyder

Councilmember Thompson

Mayor Pro-Tem Wayne

Mayor Kolar

Special Event Application Form (revised 10.21.2024)

Print

C - A

Submitted by: 2025 Milan Michigan Pride Parade Laura Rousseau

Submitted On: 2024-12-17 09:43:57

Submission IP: (107.5.132.200)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jill Tewsley

Due Date: Open

Attachments

- [2025 Pride Parade Flyer.pdf](#) - 2024-12-17 09:43:58 am
- [Indemnification Agreement \(1\).pdf](#) - 2024-12-17 09:44:05 am
- [2025PParadeRoute.pdf](#) - 2024-12-17 09:44:00 am
- [2025PParadeRoute.pdf](#) - 2024-12-17 09:44:01 am
- [Safety Protocol:Weather Action Plan 6.7.24.pdf](#) - 2024-12-17 09:44:03 am

City of Milan Special Event Request Form

CONTACT INFORMATION

* Main Contact Name	* Email	* Phone
Laura Rousseau		
Seconday Contact Name	Email	Phone
		Ex.
* Presenting Business or Organization Name	* Organization Type	
NA	Other	

This is a required field. If you are submitting this request as an individual type NA in this field

EVENT INFORMATION

* Name of event		
2025 Milan Michigan Pride Parade		
* Estimated attendance	* Is this a new event?	* Is this event a fundraiser?
100	No	No

This is a required field. If your event does not have a name, type NA

* Event Type (Select all that apply)

☐ Block Party☒ Parade/Processional☐ Fair/Festival☐ Marathon/5K/Walk/Run☒ Celebration☐ Sporting / Athletic☐ Other

* What is the objective/purpose of your event.

To Create Awareness Of LGBTQ+ Issues And Resources In Support Of Our Local LGBTQ+ Community Of All Ages.

* Event Description

This is an opportunity for the public and local organizations/businesses to support the local LGBTQ+ community. (Rally and Parade)

aaaEVENT LOCATION, DATES & TIMESaaa

* Event Location(s)

Tolan Square to Library lawn by Wabash St.

* Proposed Event Start Date	* Proposed Event End Date	* Event Start Time	* Event End Time
06/07/2025	06/07/2025	2pm	5pm
Format: MM/DD/YYYY	Format: MM/DD/YYYY		

Proposed Event Set-Up Date and Time	Proposed Event Tear-Down Date and Time
if different from event start date	if different from event end date

* Is this a recurring event (does is recur more than once in a calendar year)??	How many times does it recur?
<input type="radio"/> Yes <input checked="" type="radio"/> No	
	not including the first time

What is the recurrence?

ie: Every Monday and Wednesday / the third Thursday of the month,

aaaEVENT LOGISTICS & DETAILSaaa

* Are any of the following part of your proposed event? (check all that apply)

☐ Food Trucks / Food Vendors☐ Vendors (non-food))☒ Live or amplified music☐ Alchohol☒ Parade☐ Marathon / Walk / Race☐ Fireworks / Pyrotechnics☐ Gambling / Game of Chance / Raffle☐ Paid Admission / Tickets / Entry Fee☐ Inflatables / Bounce House☐ Live animals☐ Carnival / Carnival Rides☐ None of these apply

If there are other components to your event that are not included in the list above that should be noted, please list them here:

* Are you requesting / do you need any of the following for your event (check all that apply)

☒ Electrical access☐ Opening of gates / bollards☐ Neither is needed

Please provide details here.

Electrical access at Tolan Square for amplification (music/speakers)

* Clean-up Plan

- ☐ We will collect and dispose of all event trash
- ☐ We will contract with a private company for trash services
- ☒ We will utilize the City of Milan for trash services (Class I or II only)

Our parks are equipped with trash receptacles, as is our downtown area and Tolan Square. However, events often generate larger amounts of trash. It is the responsibility of the event organizers to clean event areas. This includes the removal of trash from the site. Event organizers of smaller-scale events may dispose of trash in city dumpsters located near the event site. However, larger scale events must provide their own dumpster(s).

* Restroom Plan

- ☒ No additional restrooms are needed
- ☐ I will contract with a private company for porta potties

Our parks are equipped with porta potties, but for events with an anticipated attendance of 250 or more, you should obtain additional for your event. Generally, events lasting longer than 3 hours need one porta potty for every 50 - 100 people. If you need to rent additional porta potties, the company you rent from should be able to help you determine what you might need.

A recommended provider is:
Spotts Portable Restrooms
spottsportablerestrooms@gmail.com
734.777.1657

* Parking Plan

- ☒ We plan to utilize existing public parking for this event
- ☐ Overflow parking may be needed

If overflow parking is needed, please detail your proposed plan on your event site plan (which you can upload further down on this form).

Are you requesting any road / parking closures for your event?

PLEASE select YES or NO for each of the three items listed below.

* Parking Lot	* Road Closure	* Parking Spots for Food Trucks
Yes	Yes	No
		In a lot or on a street

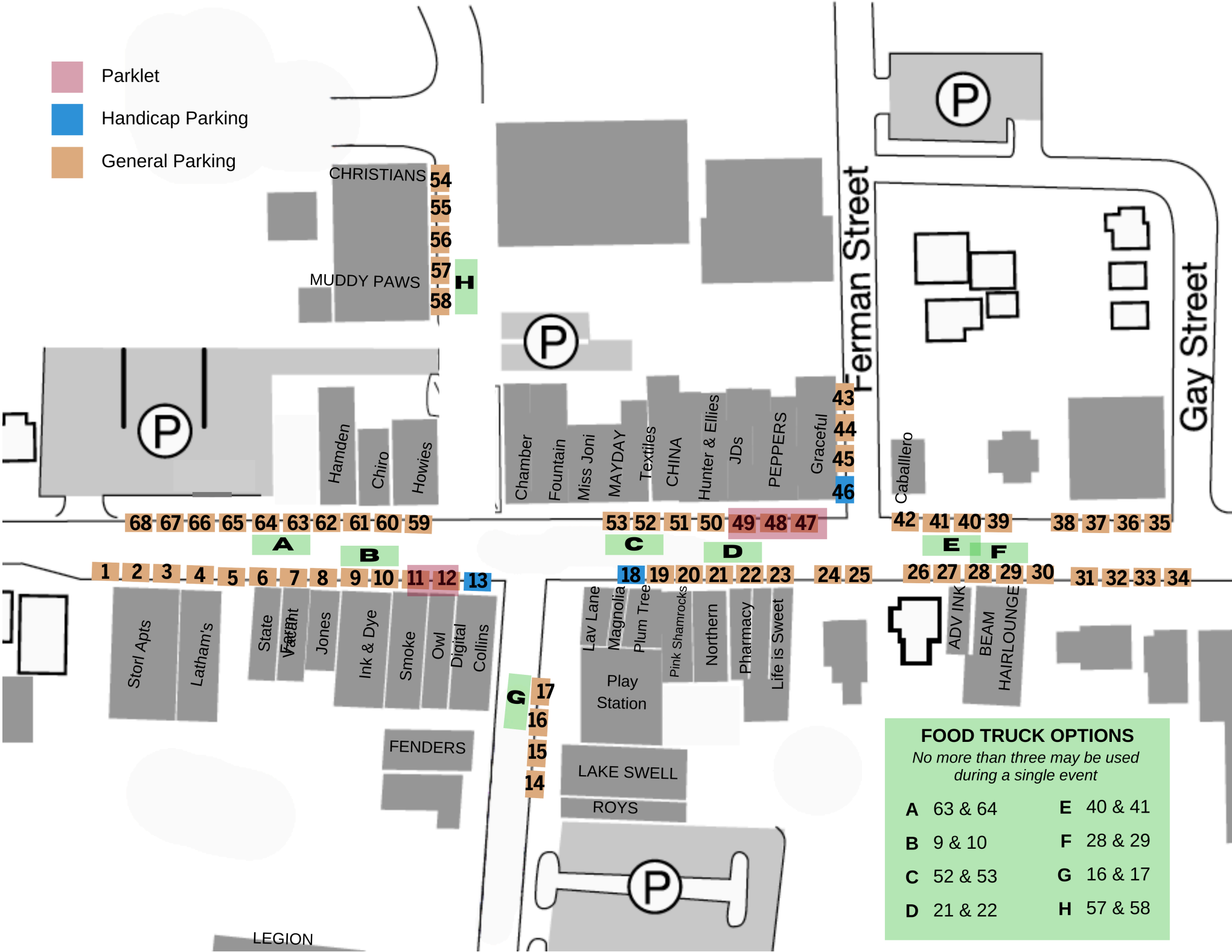
CLOSURE DETAILS: If you answered YES to any of the three items above, please provide details (including times, street names, crossroads, etc.) of the closures you are requesting below. If you are requesting the use of parking spots in the downtown area for Food Trucks, please refer to the map below and check which of the preapproved spots (A, B, C, D, E, F, G, and/or H) you wish to use.

Food Truck Locations (select 1 - 3 options)

- ☐ A
- ☐ B
- ☐ C
- ☐ D
- ☐ E
- ☐ F

For all other closures, please detail here.

Plan: 2-4pm rally at Tolan Square, pedestrian walk to vehicles parked at North Public Parking (Main St.) with a parade start time of 4:30 pm down Main St. to Wabash, ending at back parking lot at "The Center." Request for road closure for 15-25mins



COMMUNITY NOTIFICATION OF STREET CLOUSURES: Some street closures require that you notify and secure signatures from community members who will be affected. This is the responsibility of the event organizer. A Special Event Permit will not be issued until the community notification obligation is fulfilled. If you are requesting closing a street(s) as part of your event (this generally applies to events such as black parties, runs/marathons, and some parades), please complete the sections below.

*

☐ Neighboring residents and businesses have been notified of the event

☒ A copy of the message / flyer shared with the residents and businesses affected by the even is included with this application

☐ The signature sheet of residents / businesses affected by the event is included with this application

☐ Does not apply to this event

Upload a copy of Community Notification message

Choose File

No file chosen

Upload a copy of signature sheet

Choose File

No file chosen

PLANS AND ROUTES: For most larger events, the city requires that you submit a site plan, action plans and / or a route diagram BEFORE the event can be reviewed by the Special Event Review Team and submitted to City Council for consideration.

Site Plans and Event Actions Plans are required for all Class III, IV and V events.

A proposed route map is required for all parades, marathons, runs, etc. that will take place on city roads/streets. These events also require an Event Action Plan.

Upload event site plan

Choose File No file chosen

A visual representation of all operational event elements that you detail throughout the application

Upload Event Action Plan

Choose File No file chosen

safety protocols and severe weather plans, including actions to take in the event of inclement weahter

Upload Route Diagram

Choose File No file chosen

A visual representation / map of proposed event route (ie: parade, run)

aaaLICENSING, INSURANCE, and PERMITSa

If alcohol service is part of your event, please indicate which licensing option you plan to pursue:

Select One

If you plan to apply for a Special License, please note that they are issued to a nonprofit organization that is hosting an event open to the public where alcohol will be served and funds will be raised, whether by donation, a purchased ticket, a membership drive, or by some other consideration.

Find more information here: [Non-Profit Special License Information](#)

If you plan to utilize the MOSA for alcohol service during your event, you will need to work with the City of Milan to determine if that is an option and to ensure that all Social District rules and regulations are followed.

* Please select an EVENT CLASSIFICATON based on the information below

III - Medium

Final determination of event classification is determined by the City of Milan Special Event Review Team

I - Low

- No physical activity by participants
- No to little exposure / risk to spectators
- No TCO / TEO (traffic control / road closure / parking closures)
- No city resources

II - Moderate

- Limited physical activity by participants
- No to little exposure / risk to spectators
- No TCO / TEO (traffic control / road closure / parking closures)
- Limited city resources

III - Medium

- Moderate involvement by participants
- Moderate exposure / risk to spectators
- May require TCO / TEO (traffic control / road closure / parking closures)
- Moderate use of city resources

IV - High

- Major involvement by participants
- Moderate to high exposure / risk to spectators
- May require TCO / TEO (traffic control / road closure / parking closures)
- High use of city resources

V - Extreme

- Significant exposure / risk to participants and/or spectators
- May require TCO / TEO (traffic control / road closure / parking closures)

- Significant use of city resources

CERTIFICATE OF INSURANCE: A certificate of insurance is required to obtain a SPECIAL EVENT PERMIT for Class III, IV and V events. The certificate of liability insurance must show at least \$300K (may vary depending on the event). The City of Milan must be included as Additional Insured. It must also include the following statement: "The City of Milan, including all elected and appointed officials, employees, volunteers, boards, commissions and / or agents named as Additional Insured."

*** Certificate of Insurance**

- ☐ Included with the application
- ☒ Will be provided at a later date
- ☐ Not applicable (Class I or Class II event)

Upload Certificate of Insurance

Choose File

No file chosen

INDEMNIFICATION AGREEMENT:

All event sponsors must execute an [Indemnification Agreement](#).

Please download a copy of the [Indemnification Agreement.pdf](#), print, sign and upload completed agreement form using the UPLOAD link below.

Upload Completed Indemnification Agreement

Choose File

No file chosen

You may upload at a later date, but approval of your event will not be issued until this signed agreement is received.

SITE AND FACILITY PERMITS:

If your event makes use of any sites / facilities listed below, you will need to obtain and a permit for use from the city and pay applicable fees.

WILSON PARK SITES / FACILITIES

Check all that apply

- ☐ Pavilion A (large)
- ☐ Pavilion B (small)
- ☐ Open Space (grassy area in center of park)
- ☒ Front Lawn (near Wabash Street)
- ☐ Riverbank Grounds (southside of river)

DOWNTOWN MILAN SITES / FACILITIES

Check all that apply

- ☒ Tolan Square

NATURE PARK

Check all that apply

- ☐ Pavilion
- ☐ Open Space (grassy area at front of park between parking lot and kayak launch)

RIVERBANK CENTER

Check all that apply

- ☐ Great Room
- ☐ West End Room
- ☐ Lounge
- ☐ Library
- ☐ Kitchen

OTHER LOCATIONS

Check all that apply

- ☐ Youth Ball Fields (Neckel Court)
- ☐ Ball Fields at Gump Lake
- ☐ Flying Fields at Vern Campbell
- ☐ Horse Arena at Vern Campbell
- ☐ Open Space / Soccer Fields at Vern Campbell

. . .

aaaSPECIAL EVENT APPLICATION SIGNATUREaaa

By submitting this form, you acknowledge that you have completed application, have included all necessary supporting documentation, and agree to pay the \$25 application fee (a payment link will be sent to you once the application is submitted).

Incomplete applications may be submitted but the Special Event Review Team (SERT) will not approve them for consideration by City Council until all documentation is completed / received. The SERT will notify you about missing information / documentation.

No applications will be reviewed or processed until the \$25 application fee is paid in full.

Once the application is complete, the SERT confirm the event classification provide you with an overview of the fee plan and present it to City Council for consideration.

Complete applications must be submitted 90 days prior to the event.

* Signature

Laura Rousseau

type your name

* Date of Signature

12/17/2024

CITY OF MILAN



TEMPORARY TRAFFIC CONTROL ORDER

CONTROLLING VEHICULAR TRAFFIC AND PARKING ON CITY STREETS

TCO 2025-07-T

TRAFFIC CONTROL ORDER NUMBER: _____

Pursuant to 1949 PA 300 (MCL 257.606), as amended, for the regulation of streets or highways under jurisdiction of local authority within its City limits.

To facilitate the Pride Parade on Saturday June 8, 2024:

REGARDING: The temporary vehicular traffic and parking within the City of Milan, Counties of Washtenaw and Monroe, State of Michigan, it is so ordered:

It is so ordered:

Saturday June 7, 2025 Beginning at 4:15 PM and continuing to 4:45 PM.

WEST MAIN LOT:

Parking is prohibited in the West Main Street public parking lot, including; ingress and egress of the West Main City Parking lot, and private parking immediately behind the business in the 00-100 block of West Main Street.

The West Main Street public parking lot shall be closed to vehicular traffic except necessary department of public works, police, fire, and emergency medical services.

WEST MAIN STREET:

Parking is prohibited on West Main Street, beginning at the intersection of Wabash Street, and continuing West to the West Main Street parking lot entrance and exit.

West Main Street, beginning at the intersection of Wabash Street, and continuing West to the West Main Street parking lot entrance and exit shall be closed to vehicular traffic except necessary department of public works, police, fire, and emergency medical services.

WABASH STREET:

Parking is prohibited on Wabash Street, beginning at the intersection of East Main Street, and continuing South to the intersection of Neckel Court:

Wabash St., between the intersections of East Main Street and Neckel Court shall be closed to vehicular traffic except: necessary department of public works, police, fire, and emergency medical services.

NECKEL COURT:

Parking is prohibited on Neckel Court, including all public parking areas, beginning at the intersection of Wabash Street and the road terminus at the baseball fields.

Neckel Court, between the intersection of Wabash Street and the road terminus at the baseball field shall be closed to vehicular traffic except: necessary department of public works, police, fire, and emergency medical services.

Signs will be placed by the Department of Public Works 24 hours before the times as annotated in this order. Signs shall be removed at the conclusion of the Parade.

All vehicles impeding/blocking or inside the posted areas will be subject to applicable traffic violations and TOW-AWAY. 48 hours notices will not be utilized to move vehicles during this temporary order. Officers will attempt to locate the driver/owner before removal.

Approved by affirmative vote of the City of Milan Council on:

Date

Lavonna Wenzel
City Clerk

Edward Kolar
Mayor



C - B

Special Event Application Form (revised 10.21.2024)

Submitted by: Milan in Motion Jill Tewsley

Print

Del

Submitted On: 2025-04-02 11:19:46

Submission IP: 50.216.14.126
(172.31.71.138)
proxy-IP (raw-IP)

Assigned To: Jill Tewsley
Due Date: Open

Status: Open

Priority: Normal

City of Milan Special Event Request Form

aaaCONTACT INFORMATIONaaa

*** Main Contact Name**

Jill Tewsley

*** Email**

jillt@milanmich.org

*** Phone****Secondary Contact
Name**

Jessica Meingasner

Email**Phone**

Ex. (123) 456-7890

*** Presenting Business or
Organization Name**Milan Parks and Rec and
Downtown Milan*** Organization Type**

City of Milan

This is a required field. If you are submitting
this request as an individual type NA in this
field

aaaEVENT INFORMATIONaaa*** Name of event**

Milan in Motion

This is a required field. If your event does not have a name, type NA

*** Estimated attendance**

25 - 50

*** Is this a new event?**

Yes

*** Is this event a
fundraiser?**

No

*** Event Type (Select all that apply)**

- ☐ Block Party ☐ Parade/Processional ☐ Fair/Festival
☐ Marathon/5K/Walk/Run ☐ Celebration ☐ Sporting / Athletic
☒ Other

*** What is the objective/purpose of your event.**

Get Milan moving and fit.

*** Event Description**

Weekly event series encouraging people to get moving and get fit. Featuring exercise classes led by instructors in Tolan Square, group activities in Wilson Park, and self-guided walks and activities.

aaaEVENT LOCATION, DATES & TIMESaaa

*** Event Location(s)**

Tolan Square, Wilson Park

* Proposed Event Start Date	* Proposed Event End Date	* Event Start Time	* Event End Time
06/04/2025	08/27/2025	6 PM	7:30 PM

Format: MM/DD/YYYY Format: MM/DD/YYYY

Proposed Event Set-Up Date and Time	Proposed Event Tear-Down Date and Time
5 PM	7:30 / 8 PM

if different from event start date if different from event end date

*** Is this a recurring event (does it recur more than once in a calendar year)??**

☒ **Yes** ☐ **No**

How many times does it recur?

12

not including the first time

What is the recurrence?

Every Wednesday

ie: Every Monday and Wednesday / the third Thursday of the month,

aaaEVENT LOGISTICS & DETAILSaaa

*** Are any of the following part of your proposed event? (check all that apply)**

- ☐ Food Trucks / Food Vendors ☐ Vendors (non-food))
☐ Live or amplified music ☐ Alcohol ☐ Parade
☐ Marathon / Walk / Race ☐ Fireworks / Pyrotechnics
☐ Gambling / Game of Chance / Raffle
☐ Paid Admission / Tickets / Entry Fee ☐ Inflatables / Bounce House
☐ Live animals ☐ Carnival / Carnival Rides ☒ None of these apply

If there are other components to your event that are not included in the list above that should be noted, please list them here:

*** Are you requesting / do you need any of the following for your event (check all that apply)**

- ☐ Electrical access
☐ Opening of gates / bollards
☒ Neither is needed

Please provide details here.

*** Clean-up Plan**

- ☐ We will collect and dispose of all event trash
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- ☒ No additional restrooms are needed
- ☐ I will contract with a private company for porta potties

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A recommended provider is:

Spotts Portable Restrooms

spottsportablerestrooms@gmail.com

734.777.1657

*** Parking Plan**

- ☒ We plan to utilize existing public parking for this event
- ☐ Overflow parking may be needed

If overflow parking is needed, please detail your proposed plan on your event site plan (which you can upload further down on this form).

Are you requesting any road / parking closures for your event?

PLEASE select YES or NO for each of the three items listed below.

*** Parking Lot***** Road Closure***** Parking Spots for
Food Trucks**

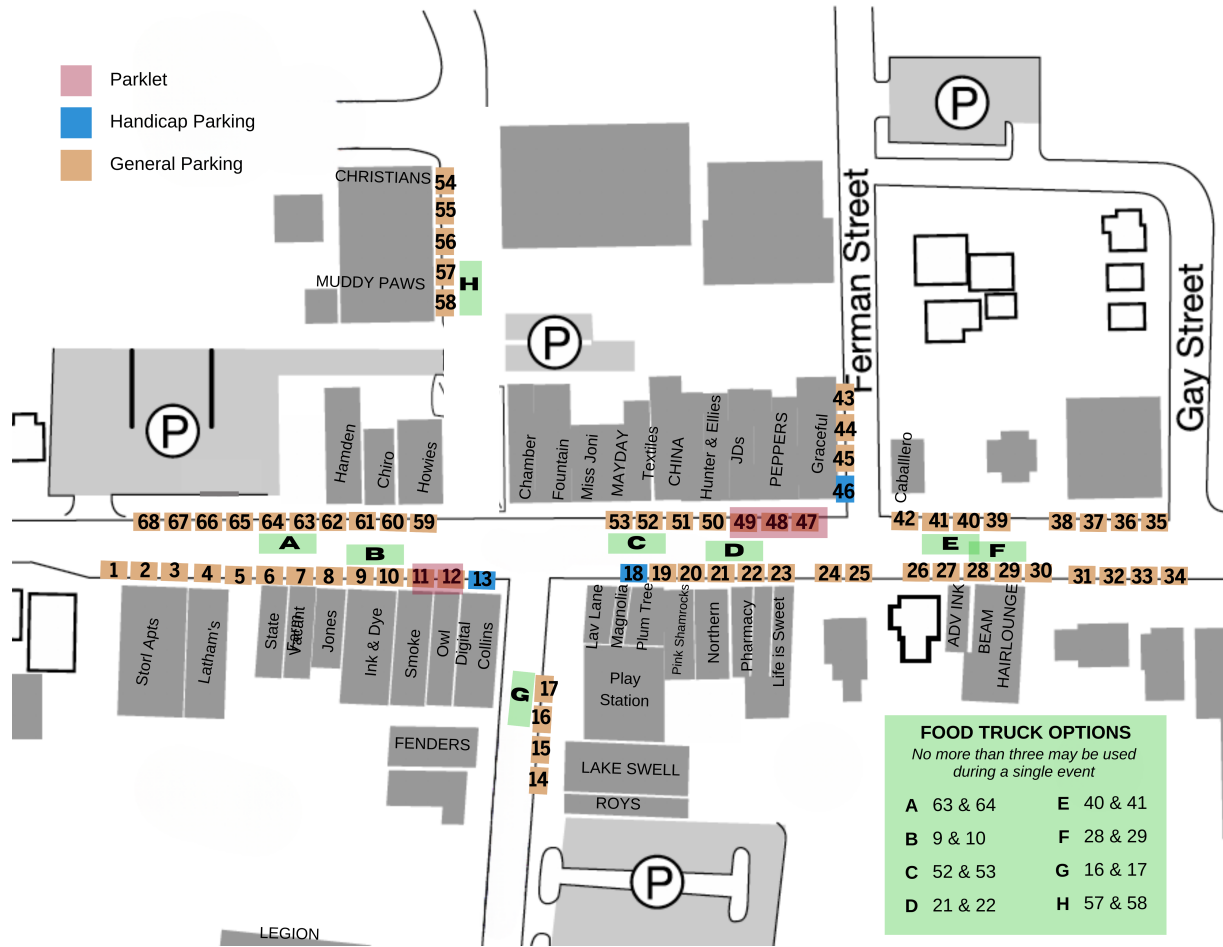
In a lot or on a street

CLOSURE DETAILS: If you answered YES to any of the three items above, please provide details (including times, street names, crossroads, etc.) of the closures you are requesting below. If you are requesting the use of parking spots in the downtown area for Food Trucks, please refer to the map below and check which of the preapproved spots (A, B, C, D, E, F, G, and/or H) you wish to use.

Food Truck Locations (select 1 - 3 options)

- ☐ A
- ☐ B
- ☐ C
- ☐ D
- ☐ E
- ☐ F

For all other closures, please detail here.



COMMUNITY NOTIFICATION OF STREET CLOSURES: Some street closures require that you notify and secure signatures from community members who will be affected. This is the responsibility of the event organizer. A Special Event Permit will not be issued until the community notification obligation is fulfilled. If you are requesting closing a street(s) as part of your event (this generally applies to events such as black parties, runs/marathons, and some parades), please complete the sections below.

*

- ☐ Neighboring residents and businesses have been notified of the event
- ☐ A copy of the message / flyer shared with the residents and businesses affected by the even is included with this application
- ☐ The signature sheet of residents / businesses affected by the event is included with this application
- ☒ Does not apply to this event

Upload a copy of Community Notification message no file selected**Upload a copy of signature sheet** no file selected

PLANS AND ROUTES: For most larger events, the city requires that you submit a site plan, action plans and / or a route diagram BEFORE the event can be reviewed by the Special Event Review Team and submitted to City Council for consideration.

Site Plans and Event Actions Plans are required for all Class III, IV and V events.

A proposed route map is required for all parades, marathons, runs, etc. that will take place on city roads/streets. These events also require an Event Action Plan.

Upload event site plan

Choose File no file selected

A visual representation of all operational event elements that you detail throughout the application

Upload Route Diagram

Choose File no file selected

A visual representation / map of proposed event route (ie: parade, run)

Upload Event Action Plan

Choose File no file selected

safety protocols and severe weather plans, including actions to take in the event of inclement weather

aaaLICENSING, INSURANCE, and PERMITSaaa

If alcohol service is part of your event, please indicate which licensing option you plan to pursue:

No alcohol at this event

If you plan to apply for a Special License, please note that they are issued to a nonprofit organization that is hosting an event open to the public where alcohol will be served and funds will be raised, whether by donation, a purchased ticket, a membership drive, or by some other consideration.

Find more information here: [Non-Profit Special License Information](#)

If you plan to utilize the MOSA for alcohol service during your event, you will need to work with the City of Milan to determine if that is an option and to ensure that all Social District rules and regulations are followed.

*** Please select an EVENT CLASSIFICATION based on the information below**

II - Moderate

Final determination of event classification is determined by the City of Milan Special Event Review Team

I - Low

- No physical activity by participants
- No to little exposure / risk to spectators
- No TCO / TEO (traffic control / road closure / parking closures)
- No city resources

II - Moderate

- Limited physical activity by participants
- No to little exposure / risk to spectators
- No TCO / TEO (traffic control / road closure / parking closures)
- Limited city resources

III - Medium

- Moderate involvement by participants
- Moderate exposure / risk to spectators
- May require TCO / TEO (traffic control / road closure / parking closures)
- Moderate use of city resources

IV - High

- Major involvement by participants
- Moderate to high exposure / risk to spectators
- May require TCO / TEO (traffic control / road closure / parking closures)
- High use of city resources

V - Extreme

- Significant exposure / risk to participants and/or spectators

- May require TCO / TEO (traffic control / road closure / parking closures)
- Significant use of city resources

CERTIFICATE OF INSURANCE: A certificate of insurance is required to obtain a SPECIAL EVENT PERMIT for Class III, IV and V events. The certificate of liability insurance must show at least \$300K (may vary depending on the event). The City of Milan must be included as Additional Insured. It must also include the following statement: "The City of Milan, including all elected and appointed officials, employees, volunteers, boards, commissions and / or agents named as Additional Insured."

*** Certificate of Insurance**

Upload Certificate of Insurance

- ☐ Included with the application
- ☐ Will be provided at a later date
- ☒ Not applicable (Class I or Class II event)

Choose File no file selected

INDEMNIFICATION AGREEMENT:

All event sponsors must execute an [Indemnification Agreement](#).

Please download a copy of the [Indemnification Agreement.pdf](#), print, sign and upload completed agreement form using the UPLOAD link below.

Upload Completed Indemnification Agreement

Choose File no file selected

You may upload at a later date, but approval of your event will not be issued until this signed agreement is received.

SITE AND FACILITY PERMITS:

If your event makes use of any sites / facilities listed below, you will need to obtain and a permit for use from the city and pay applicable fees.

WILSON PARK SITES / FACILITIES

Check all that apply

- ☒ Pavilion A (large)
- ☐ Pavilion B (small)
- ☒ Open Space (grassy area in center of park)
- ☐ Front Lawn (near Wabash Street)
- ☐ Riverbank Grounds (southside of river)

DOWNTOWN MILAN SITES / FACILITIES

Check all that apply

- ☒ Tolan Square

NATURE PARK

Check all that apply

- ☐ Pavilion
- ☐ Open Space (grassy area at front of park between parking lot and kayak launch)

RIVERBANK CENTER

Check all that apply

- ☐ Great Room
- ☐ West End Room
- ☐ Lounge
- ☐ Library
- ☐ Kitchen

OTHER LOCATIONS**Check all that apply**

- ☐ Youth Ball Fields (Neckel Court)
- ☐ Ball Fields at Gump Lake
- ☐ Flying Fields at Vern Campbell
- ☐ Horse Arena at Vern Campbell
- ☐ Open Space / Soccer Fields at Vern Campbell

. . .

aaaSPECIAL EVENT APPLICATION SIGNATUREaaa

By submitting this form, you acknowledge that you have completed application, have included all necessary supporting documentation, and agree to pay the \$25 application fee (a payment link will be sent to you once the application is submitted).

Incomplete applications may be submitted but the Special Event Review Team (SERT) will not approve them for consideration by City Council until all documentation is completed / received. The SERT will notify you about missing information / documentation.

No applications will be reviewed or processed until the \$25 application fee is paid in full.

Once the application is complete, the SERT confirm the event classification provide you with an overview of the fee plan and present it to City Council for consideration.

Complete applications must be submitted 90 days prior to the event.

*** Signature**

Jill Tewsley

type your name

*** Date of Signature**

04/02/2025



C - C

Special Event Application Form (revised 10.21.2024)

Submitted by: Annual Beautification Flower Sale Denise Kolar

Submitted On: 2025-04-28 20:43:24

Submission IP: 172.10.225.16 (172.31.31.71) proxy-IP (raw-IP)

Assigned To: Jill Tewsley

Due Date: Open

Status: Open

Priority: Normal

[Print](#) [Del](#)

City of Milan Special Event Request Form

aaaCONTACT INFORMATIONaaa

*** Main Contact Name***** Email***** Phone**

Denise Kolar

Secondary Contact Name**Email****Phone**

Jessica Stafford

*** Presenting Business or Organization Name**

Milan Beautification

*** Organization Type**

City of Milan Board / Commission

This is a required field. If you are submitting this request as an individual type NA in this field

aaaEVENT INFORMATIONaaa*** Name of event**

Annual Beautification Flower Sale

This is a required field. If your event does not have a name, type NA

*** Estimated attendance**

100

*** Is this a new event?**

No

*** Is this event a fundraiser?**

Yes

*** Event Type (Select all that apply)**☐ Block Party ☐ Parade/Processional ☐ Fair/Festival☐ Marathon/5K/Walk/Run ☐ Celebration ☐ Sporting / Athletic☒ Other

*** What is the objective/purpose of your event.**

Raise money to beautify Milan

*** Event Description**

Selling flowers

aaaEVENT LOCATION, DATES & TIMESaaa*** Event Location(s)**

Tolan Square

* Proposed Event Start Date	* Proposed Event End Date	* Event Start Time	* Event End Time
05/10/2025	05/10/2025	10am	2pm

Format: MM/DD/YYYY Format: MM/DD/YYYY

Proposed Event Set-Up Date and Time

8am

if different from event start date

Proposed Event Tear-Down Date and Time

4pm

if different from event end date

*** Is this a recurring event (does it recur more than once in a calendar year)??**

☒ Yes ☐ No

How many times does it recur?

1

not including the first time

What is the recurrence?

Every year

ie: Every Monday and Wednesday / the third Thursday of the month,

aaaEVENT LOGISTICS & DETAILSaaa

*** Are any of the following part of your proposed event? (check all that apply)**

- ☐ Food Trucks / Food Vendors ☐ Vendors (non-food))
☐ Live or amplified music ☐ Alcohol ☐ Parade
☐ Marathon / Walk / Race ☐ Fireworks / Pyrotechnics
☐ Gambling / Game of Chance / Raffle
☐ Paid Admission / Tickets / Entry Fee ☐ Inflatables / Bounce House
☐ Live animals ☐ Carnival / Carnival Rides ☒ None of these apply

If there are other components to your event that are not included in the list above that should be noted, please list them here:

Live plants

*** Are you requesting / do you need any of the following for your event (check all that apply)**

- ☐ Electrical access
☐ Opening of gates / bollards
☒ Neither is needed

Please provide details here.

*** Clean-up Plan**

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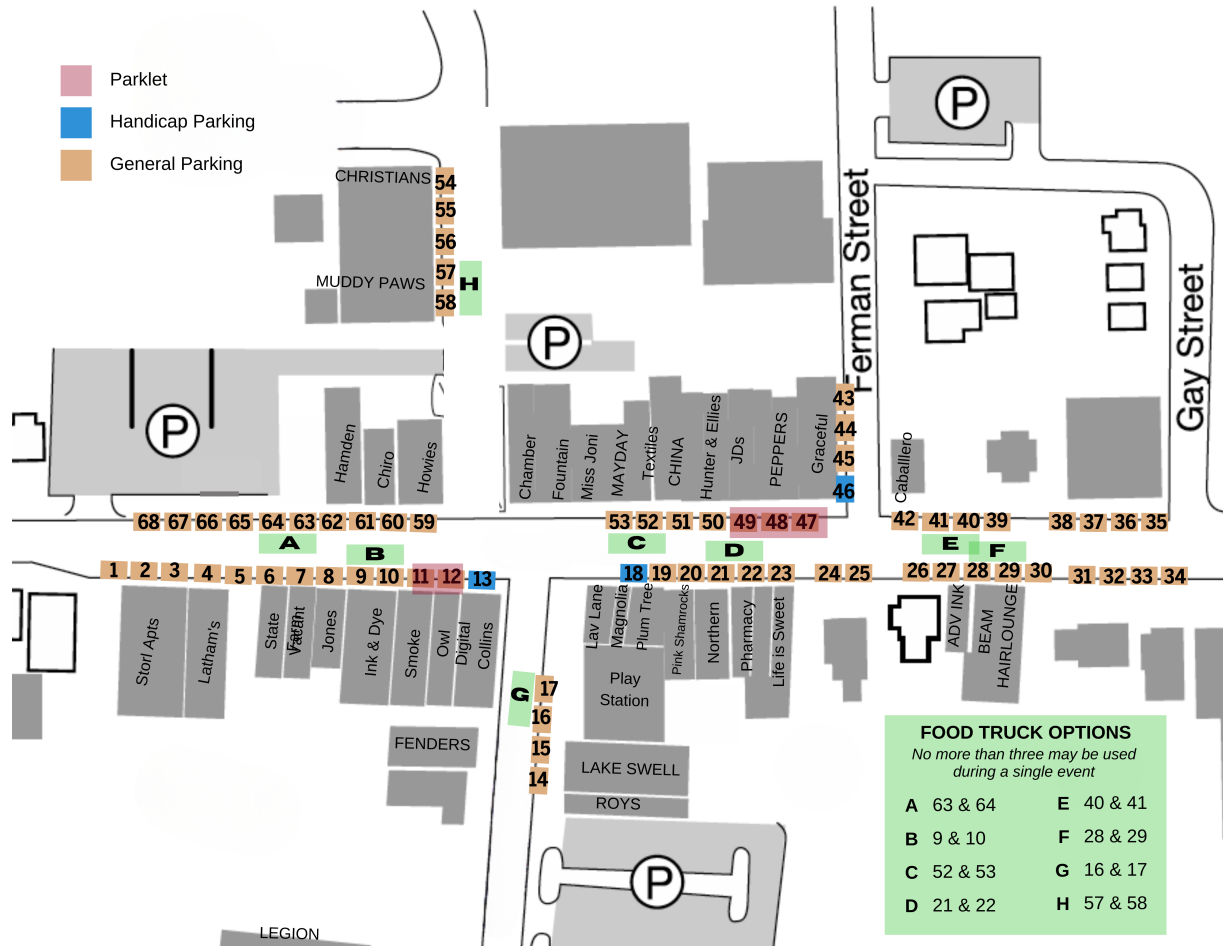
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*** Signature**

Denise Kolar

type your name

*** Date of Signature**

Denise Kolar



CONFIDENTIAL DESTRUCTION SERVICE AGREEMENT

This Confidential Destruction Agreement (this "Agreement") made between **City of Milan** hereinafter referred to as "Customer," having a place of business at 147 Wabash St., Milan, MI 48160 and AccuShred, LLC, hereinafter as "Contractor," having a place of business at 1114 West Central Avenue, Toledo, Ohio 43610, covers the following services and equipment, for a period of one (1) year effective date of delivered container/containers.

Service: Routine Service (NAID Certified Destruction of Paper Documents)		Rates/Fees:
Type: Off-Site Shredding at Contractors facility		
Customer bulk purge/cleanout or pallet document shredding:		.12/lb. + \$65.00 pickup fee only if necessary, ask Jason J.
Hard Drive Destruction via shredding:		Call for pricing
Product destruction		Call for pricing
CSR Readiness Pro Suite <i>optional</i>		Ask Jason J. if interested (\$9.95 per month)
*One-time fee for delivery of containers		\$35.00

Service Location(s)	Containers Provided	Service Frequency	Fee per Visit
City Hall 147 Wabash St. Milan, MI 48160	(1) 96-gallon tote w/ lock & key	Quarterly	\$74.00
City of Milan Police 35 Neckel Court Milan, MI 48160	(1) 96-gallon tote w/ lock & key	Quarterly	\$42.00 (Discounted) Within 1 city block.

Terms and Conditions

1. SERVICES

- 1.1 Services to be Furnished. Contractor shall provide the locking document disposal containers ("Containers Provided") and the secure destruction of paper documents ("Service") on the frequency ("Service Frequency") stated above. Contractor shall furnish Customer with detailed receipt of materials received ("Accountability Receipt") verifying the acceptance, transfer, weight (if applicable) and processing of materials and a certificate verifying the destruction of the materials received ("Certificate of Destruction"). An Accountability Receipt shall be delivered to Customer at each location where and when the Service is provided. A Certificate of Destruction shall be delivered to Customer with each invoice for the Service. Materials, if any, destroyed by weight shall be weighed on a state-certified scale at Contractor's facility. Customer may also request custom Services not set forth above, in which case Contractor shall consult with Customer as to the fees, terms, and conditions of the Services requested. After material has been destroyed, Contractor shall recycle all such material which can be recycled.
- 1.2 Performance of Services. Contractor hereby represents and warrants that it has the experience, capability, and resources, including but not limited to, sufficient equipment, personnel, and supervisors, to efficiently and expeditiously perform the Services to be provided hereunder in a professional and competent manner and in accordance with National Association for Information Destruction (NAID) AAA Certification Criteria and Audit Methodology. Contractor's Policies and Procedures will be made available to Customer upon Customer's request. Contractor shall allow Customer's auditor or designed representative access to inspect the destruction of material received from Customer.
- 1.3 Type and Frequency of Service. Customer may adjust the type and of Services and/or the Service Frequency at any time with a written notice. Customer acknowledges and agrees the fee(s) shall be adjusted to the prevailing rate for that type of Services and updated Service Frequency.

2. **CONFIDENTIALITY:** "Confidential Information" means any information relating to Customer's property, business, and affairs and may include personally identifiable consumer information. Unless such Confidential Information was previously known to Contractor free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having legal right to make such disclosure or shall be used only for the purpose provided in this Agreement. However, Contractor may comply with any subpoena or similar order related to materials delivered to Contractor; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Contractor's reasonable cost of such compliance.

3. **RED FLAG COMPLIANCE: IDENTITY THEFT PREVENTION AND DETECTION:** In the event that Contractor is retained to perform information destruction services in connection with "covered accounts" as defined by the regulations listed at 16 C.F.R 681.1 et. seq. (the "Red Flag Rule"), and these services are identified by Covered Entity (as defined in the Red Flag Rules), Contractor shall have policies and procedures to detect relevant potential patterns, practices or specific activities indicating the possibility of identity theft pursuant to the Red Flag Rule (each, a "Red Flag") that may arise in performance of the Contractor's activities (if any), and shall either report the Red Flags to the Covered Entity or take the appropriate steps to prevent or mitigate identity theft in connection with these Red Flags. Contractor agrees to reasonably cooperate with any subsequent by or on behalf of the Covered Entity related to such notification by Contractor.

4. **HIPAA PROVISIONS:** Contractor acknowledges that in connection with this engagement with Customer it may have access to protected health information ("PHI") and therefore may be acting as a "Business Associate" (hereinafter referred to as "BA") under the HIPAA Privacy and Security Rules (the "HIPAA Rules"). In connection with this information, BA agrees that it (a) will not use or further disclose PHI other than as permitted to perform these services or as permitted or required by law; (b) will report to Customer, within a reasonable period of time, any use or disclosure of PHI or Breach (as defined under the HIPAA Rules) or Security Incident (as defined under the HIPAA rules) not provided for by this Agreement and affecting Customer's PHI of which it becomes aware; (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (d) will require that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement agree to all the same restrictions and conditions to which BA is bound; (e) will make available for access and amendment PHI that it maintains to the extent of this PHI is part of designated record set; (f) will make available

upon Customer's request an accounting of disclosures in accordance with the HIPAA Rules; (h) will make available to the Secretary of Health and Human Services upon reasonable notice the internal records and documentation necessary to determine the Customer's HIPAA compliance as it relates to this engagement; (i) upon termination of this Agreement will, where feasible, return or destroy all PHI received from Customer under this Agreement; (j) will otherwise meet applicable requirements of the HIPAA Rules; (k) will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it receives or maintains on behalf of the Customer. BA also will conduct its activities in accordance with reasonable policies and procedures to detect, prevent, and mitigate the risk of identity theft where reasonably applicable to BA's services.

5. **DATA BREACH NOTIFICATION:** As a condition of employment, all Contractor employees are required to notify management of any actual or potential unauthorized access to information transferred to Contractor's custody. If such information is verified by management to constitute unauthorized access, Contractor shall fully disclose to Customer all relevant details in a timely manner and reasonably cooperate in any subsequent investigation.

6. RESPONSIBILITIES

- 6.1 Right to Rely on Instructions. Contractor may act in reliance upon any instruction, instrument, or signature reasonably believed by Contractor to be genuine, and may assume that any Contractor's employee or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 6.2 Compliance with Contracts, Laws, and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules, and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention, and disposition of information contained in any materials delivered to Contractor. Contractor shall comply with applicable laws, statutes, regulations, and ordinances.
- 6.3 Material Descriptions. Itemized lists or descriptions of contents of material submitted by the Customer to Contractor shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Contractor will make provision for validation of such document contents in advance and under special terms and fees at that request of the Customer.
- 6.4 Hazardous Substances. Customer shall place only paper-based materials in container(s). Customer shall not place in container (s) or deliver to Contractor any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely, and legally assume custody of such hazardous materials at their expense. Customer shall indemnify Contractor for damage to equipment or injury to personnel resulting from Customer's breach of this section.
- 6.5 Negotiable Items. Customer agrees to make Contractor aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, traveler's checks, or coupons which will be presented for destruction, and further, that in absence of such notice, Contractor incurs no liability related to the restitution of the value of such negotiation of instruments.
- 6.6 Cooperation and Assistance. Customer shall cooperate with Contractor with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing Contractor such information, data, access to premises, management decisions, and approvals as may be reasonable to permit Contractor to perform the Services hereunder.
- 6.7 Access. Customer agrees to provide unobstructed access to the containers on the scheduled service day. Contractor reserves the right to charge a reasonable additional fee for the Customer's failure to provide such access.
- 6.8 Timeliness. Customer agrees that Contractor shall be allowed to commence Services within fifteen (15) minutes after contractor has made its presence known to Customer. If commencement occurs in excess of fifteen minutes due to fault of Customer, Contractor reserves the right to charge an additional fee of \$20.00 per hour prorated each fifteen minutes until commencement of Service begins.
- 6.9 Cancellation/Failed Service Attempt. If Customer is not available or fails to provide Contractor with a twenty-four (24) hour notice of cancellation, Contractor reserves the right to charge Customer the customary service visit fee.
- 6.10 Equipment. Customer agrees that the container(s) furnished by Contractor hereunder shall remain the property of Contractor and Customer shall have no interest in such equipment. Customer shall not overload (by weight or volume),

or alter the container(s), and shall use the container(s) only for its intended purpose. Customer shall not place 64 and/or 95-gallon containers in any location involving stairs. In the event that the container(s) are lost, damaged, or destroyed by Customer, Customer agrees to pay for all damage or loss of such container(s) at the current replacement value(s). Contractor shall be responsible for all damage resulting from Contractor's handling of the container(s).

7. **FEES AND PAYMENTS:** All standard charges for Services under this Agreement shall be as specified. Fee is based on ground floor or elevator access. Stairs, turnstiles, basements, attics, obstacles, long distances and difficult or extreme locations incur increased fees. The prices set forth in this Agreement shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days prior written notice. Charges for any service requested by Customer that is not specified in this Agreement will be agreed to in writing by Customer and Contractor prior to rendering of such Service. Contractor reserves the right to assess a fuel surcharge. Invoices shall be due and payable within thirty (30) days from the date of the applicable invoice. Amounts due and not paid within thirty (30) days of the date of the applicable invoice shall be deemed late and subject to a late fee of one and one-half percent (1.5%) per month of the outstanding amount. Services may be suspended until account is up to date. In the event Customer fails to pay Contractor all amounts which become due under this Agreement, Customer agrees to pay, in addition to the amount due, all reasonable attorneys' fees, court costs, and related expenses incurred in the event payment is not made in a timely manner, and proceedings are brought by Contractor to collect sums owed.

8. TERM AND TERMINATION

- 8.1 Term and Termination-General. This Agreement shall commence on the Effective Date set forth on the face hereof and, unless otherwise terminated in accordance with Section 8.2 or Section 8.3, shall continue in effect for one (1) year with automatic renewal for successive one (1) year terms unless written notice of non-renewal is delivered by either party to the other not less than sixty (60) days prior to the date of expiration of such term. In the event of early termination by Customer, Customer shall be responsible for paying the average monthly charges for the remainder of the term, not to exceed six (6) months' average charges.
- 8.2 Termination- Compliance/Performance. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the non-breaching party.
- 8.3 Termination- Payment and Container Removal. In the event of a termination, Customer is responsible for any unpaid charges prior to termination, up to and including the charges for servicing the Customer on the last day of the pick-up.

9. CLAIMS AND DISPUTE RESOLUTION

- 9.1 Time for Presenting Claims. Customer must present any claim with respect to Services in writing to Contractor within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
- 9.2 Arbitration. This Agreement is to be governed by and construed in accordance with the internal laws of the state of Ohio. The exclusive venue for any actions or claims arising from or related to the Agreement shall be in the appropriate state or federal court located in Ohio. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 8, that cannot be resolved within fifteen (15) days by informal discussion between parties, shall be resolved by submission to final, binding, and non-appealable arbitration, without any right by either party to trail de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure or arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.
- 9.3 Services during Arbitration. During any arbitration proceedings, Contractor shall continue to provide Services, and Customer shall continue to make payments to Contractor, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

10. INSURANCE, LIMITS OF LIABILITY AND WARRANTY

- 10.1 Contractor shall maintain, throughout the term of this Agreement, worker's compensation insurance, commercial general liability ("CGL") insurance, and professional liability insurance. Minimum scope and limit of coverage shall be at least as broad as:
- Worker's Compensation Insurance as required by law.
 - CGL insurance: covering CGL on an occurrence basis, with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - Professional Liability (Errors and Omissions) Insurance: covering professional liability for Services hereunder with limits no less than \$1,000,000 per claim. Data breach notification expense incurred by Customer due to Contractor's actions, including accident, negligence, or willful misconduct, shall be considered recoverable damages.
- 10.2 Contractor shall furnish Customer with current certificates and endorsements evidencing the insurance coverages required by this Agreement and from time to time as reasonably requested by Customer.
- 10.3 Contractor shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to Contractor for secure destruction unless the release or loss of materials is due to Contractor's actions including gross negligence or willful misconduct. In no event shall Contractor be responsible for any consequential, incidental, special, or punitive damages, regardless of whether the action is brought in tort, contract, or any other theory. Contractor's maximum liability hereunder for any claims whatsoever shall not exceed the limits of its insurance coverage in place at the time the claim giving rise to liability is first filed.
- 10.4 Customer warrants that it is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Contractor hereunder. Customer shall reimburse Contractor for any expenses reasonably incurred by Contractor (including reasonable legal fees) by reason of Contractor complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Contractor.

11. MISCELLANEOUS

- 11.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this section).
- 11.2 Attorney Fees. In the event of any litigation or arbitration between the parties to this Agreement relating to, or arising out of, this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, whether incurred before, during or after trial, arbitration or at the appellate level.
- 11.3 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11.4 Relationship of Parties. Contractor is acting as an independent contractor hereunder and had the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Contractor under this Agreement.
- 11.5 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
- 11.6 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays, or other causes beyond its control.
- 11.7 Exclusivity. Customer agrees to retain Contractor on an exclusive basis for any and all data destruction needs such as yearly cleanouts, purging of records, etc.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between Contractor and Customer with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings with respect thereto. No change, waiver, or discharge of this Agreement shall be binding unless in writing and signed by both parties.
- 11.9 Counterparts. This Agreement may be signed on any number of counterparts, either in the original or by facsimile signature, with the same effect as if the signatures were all originals and were on the same instrument. This Agreement

shall become binding and effective when any one or more of the counterparts hereof shall together bear the signature of all the parties. The parties agree that copies or facsimiles of this Agreement or signatures (including electronic signatures) hereto shall be deemed as originals and may be relied upon by third parties as such.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set for above.

CUSTOMER:

City of Milan

CONTRACTOR:

AccuShred, LLC

SIGN: _____

PRINT: _____

TITLE: _____

DATE: _____

SIGN: _____

PRINT: _____

TITLE: _____

DATE: _____

**CITY OF MILAN
RESOLUTION NO. 2025-09
A RESOLUTION TO ENTER INTO AN
AGREEMENT WITH MDOT,
CONTRACT NO. 24-5204 CONTROL
SECTION STUL 81000
JOB NO. 215013CON**

WHEREAS, the City of Milan wishes to receive Michigan Department of Transportation funds under Project Authorization Contract No. 24-5204, Control Section STUL 81000, to provide the City of Milan with hot mix asphalt paving, concrete curb, gutter curb ramps, including grading, aggregate base, and pavement markings along East Michigan Avenue from North Street to Dexter Street; and all together with necessary related work in Part A of the Contract, and

WHEREAS, irrigation, watermain, and water service replacements and all together with necessary related work in Part A, and

NOW, THEREFORE BE IT RESOLVED the City accepts the agreement and the Mayor Edward Kolar and City Clerk Lavonna Wenzel, be and hereby are authorized to execute Project Authorization Contract 24-5204, Control Section STUL 81000, Job number 215013CON, to provide the City of Milan with hot mix asphalt paving, concrete curb, gutter curb ramps, including grading, aggregate base, and pavement markings along East Michigan Avenue from North Street to Dexter Street; and all together with necessary related work in accordance with the agreement.

Motion by Councilperson __, supported by Councilperson __ to adopt Resolution No. 2025-09.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Edward Kolar, Mayor

I, Lavonna Wenzel, Clerk of the City of Milan a Michigan Municipal Corporation, do hereby certify that the above-captioned Resolution No, 2025-09 was adopted by the City Council of the City of Milan at the regular meeting thereof on the 6 Day of May 2025. I further certify that Edward Kolar is the duly elected Mayor, and Lavonna Wenzel is the duly appointed Clerk of the City of Milan.

Lavonna Wenzel, Clerk

STP

DA

Control Section	STUL 81000
Job Number	215013CON
Project	25A0495
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5204

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MILAN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Milan, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated April 4, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt full depth removal and paving along East Michigan Avenue from North Street to Dexter Street; including grading, aggregate base, concrete curb and gutter, curb ramps and permanent pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Irrigation, watermain, water services and associated road work along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

09/06/90 STPLS.FOR 4/4/25

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

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$382,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

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

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this 09/06/90 STPLS.FOR 4/4/25

contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

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

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

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

CITY OF MILAN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



April 4, 2025

EXHIBIT I

CONTROL SECTION	STUL 81000
JOB NUMBER	215013CON
PROJECT	25A0495

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$493,005	\$600,610	\$1,093,615

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$493,005	\$600,610	\$1,093,615
Less Federal Funds*	<u>\$382,000</u>	<u>\$ 0</u>	<u>\$ 382,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$111,005	\$600,610	\$ 711,615

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).
- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



**CITY OF MILAN
STAFF REPORT
MEETING DATE: May 6, 2025**

M - 3

TO: Mayor Kolar & City Council
FROM: Jim Lancaster, City Administrator
SUBJECT: Effluent Flow Meter Quote

REASONS FOR COUNCIL CONSIDERATION:

As part of the project at the Wastewater Treatment Plant we need to purchase 3 new effluent meters to have onsite for the contractor to install when they are working at the plant. We are purchasing these meters as was specified within the contract for the plant. The intent is to run this purchase through the grant now as the bids for the work came in a bit lower than anticipated.

RECOMMENDED ACTION:

Approve the quote from Midwest Municipal Instrumentation Incorporation for a price not to exceed \$25,000.



Midwest
Municipal
Instrumentation Inc.



Representing:

ROSEMOUNT®

We are pleased to offer our proposal for furnishing and delivering this equipment for the below referenced project. Equipment is specifically listed in this "Proposed Equipment List." Items required, but not listed, are to be furnished by others. Make Purchase Orders out to Micro Motion, Inc.

Quote Summary Information

Project Name:	Milan WTP	Quote Date:	03/25/25
Payment	NET30	Quote Firm	180 Days
Terms:		For:	
Engineer:		Ship Date:	4-7 WEEKS ARO
Frght & Hdlg:	Included	Ultimate Dest:	United States

Name:	James Greem	Number:	723-652-7374
Customer:	F&V Operations	Email:	jgreen@fv-operations.com

"No statement or condition contained in any order submitted by buyer which modifies, adds to, is different from or inconsistent with any term or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. This quotation is subject to the warranties and disclaimers set forth in the attached Emerson Process Management Terms and Conditions of Sale and no others, unless Seller and Buyer have entered into a separate written agreement."

Please submit

Purchase Order to:

MMI Inc.
Phone : 517-764-4736
Fax : 517-764-4739

Please email comments regarding the quality of Rosemount products, services or processes to:

Chan.RMD-Customerfeedback@EmersonProcess.com or
cbrzyskimmi@msn.com

Prepared by: Curtis Brzyski Ph:(517)764-4736 Fax:(517)764-4739
4391 Bonnymede Ct.
Jackson, MI. 49201
Validity of Proposal: 90 Days FOB: Factory
Payment Terms: 100% Net 30 Days from shipment
Taxes: Excluded and are the responsibility of the Buyer
Installation and all on-site services: Not Included

Quantity	Model (3377,2157)	Unit Cost
3	8750WDMW1A1FNHB140CA1M4G1Q4AXZ5R05	\$7,950.00
	M Wall Mount Transmitter with Premier LOI Capabilities	
	W Wall Mount with 30 feet of cable Standard	
	I Transmitter Power Supply Transmitter Power Supply, 120 V AC	
	A Transmitter Outputs 4 - 20 mA Digital Electronics (HART Protocol)	
	I ½-14 NPT	
	F Tube Style: Tube Style, Flanged	
	N Neoprene Liner	
	HB Hastelloy C Bullet Nosed Electrodes	
	140 Line Size: 14 Inch	
	C Carbon steel flanges	
	A1 Tube Flange Rating: ASME B16.5 (ANSI) RF Class 150	
	M4 Transmitter Display Option Transmitter Display Option, LOI	
	G1 Tube Ground Ring Option Tube Ground Ring, Pair (316L SST)	
	Q4 9 Point Calibration Certificate and Pressure Test	
	AX Contact inputs / outputs / empty pipe detection	
	Z5 US Approvals, Class I Div 2, Non-Incendive and Dust for Non-Flammable Fluids	
	R05 50 Feet Potted cable	
	Tags: FE/FIT 1, 2, 3 "Effluent Meters"	
	(Notes: It's a Drop in Replacement, 8750, 14inch, poly, ANSI 150, lay length is 21.67 inches While the ABB MFF is 21.7 inches.)	

Midwest Municipal Instrumentation Incorporated

4391 Bonnymede Court
Jackson, MI 49201
Phone: 517-764-4736
Fax: 517-764-4739
www.midwestmunicipalinc.com

Quantity	Model (3377,2157)	Unit Cost
2	8750WDMW1A1FTHB040CA1AXQ4M4G1Z5R05 M Wall Mount Transmitter with Premier LOI Capabilities W Wall Mount with 50ft of cable 1 Transmitter Power Supply Transmitter Power Supply, 120 V AC A Transmitter Outputs 4 - 20 mA Digital Electronics (HART Protocol) 1 ½-14 NPT F Tube Style: Tube Style, Flanged T Teflon lining HB Hastelloy C, Bullet Nosed Electrodes 040 Line Size: 4 Inch C Carbon steel flanges A1 Tube Flange Rating: ASME B16.5 (ANSI) RF Class 150 M4 Transmitter Display Option Transmitter Display Option, LOI G1 Tube Ground Ring Option Tube Ground Ring, Pair (316L SST) Q4 9 Point Calibration Certificate and Pressure Test AX Contact inputs / outputs / empty pipe detection Z5 US Approvals, Class I Div 2, Non-Incendive and Dust for Non-Flammable Fluids R05 Potted junction box with 50 feet of combo cable	\$4,250.00

Tags: FE/FIT-16 RDT, FE/FIT-15 FEED

((Notes: MFE and 8750 (4inch with Teflon and ANSI 150)
both had lay lengths of 9.9Inches))

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Quantity	Model (3377,2157)	Unit Cost
1	8750WDMW1A1FTHB060CA1AXQ4M4G1Z5	\$4,950.00
M	Wall Mount Transmitter with Premier LOI Capabilities	
W	Wall Mount with 10ft of cable	
1	Transmitter Power Supply Transmitter Power Supply, 120 V AC	
A	Transmitter Outputs 4 - 20 mA Digital Electronics (HART Protocol)	
1	½–14 NPT	
F	Tube Style: Tube Style, Flanged	
T	Teflon lining	
HB	Hastelloy C, Bullet Nosed Electrodes	
060	Line Size: 6 Inch	
C	Carbon steel flanges	
A1	Tube Flange Rating: ASME B16.5 (ANSI) RF Class 150	
M4	Transmitter Display Option Transmitter Display Option, LOI	
G1	Tube Ground Ring Option Tube Ground Ring, Pair (316L SST)	
Q4	9 Point Calibration Certificate and Pressure Test	
AX	Contact inputs / outputs / empty pipe detection	
Z5	US Approvals, Class I Div 2, Non-Incendive and Dust for Non-Flammable Fluids	

Tags: FE/FIT-13 WAS

((Notes: MFE and 8750 (6 inch with Teflon and ANSI 150)
both had lay lengths of 11.8 Inches))

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Quantity	Model (3377,2157)	Unit Cost
1	8750WDMT1A1FPHA120CA1AXQ4M4G1Z5	\$6,250.00
	M Wall Mount Transmitter with Premier LOI Capabilities	
	T Integral field mount	
	1 Transmitter Power Supply Transmitter Power Supply, 120 V AC	
	A Transmitter Outputs 4 - 20 mA Digital Electronics (HART Protocol)	
	1 ½-14 NPT	
	F Tube Style: Tube Style, Flanged	
	N Neoprene lining	
	HB Hastelloy C, Bullet Nosed Electrodes	
	120 Line Size: 12 Inch	
	C Carbon steel flanges	
	A1 Tube Flange Rating: ASME B16.5 (ANSI) RF Class 150	
	M4 Transmitter Display Option Transmitter Display Option, LOI	
	G1 Tube Ground Ring Option Tube Ground Ring, Pair (316L SST)	
	Q4 9 Point Calibration Certificate and Pressure Test	
	AX Contact inputs / outputs / empty pipe detection	
	Z5 US Approvals, Class I Div 2, Non-Incendive and Dust for Non-Flammable Fluids	

Tags: FE/FIT-7 RAS

((Notes: MFF and 8750 (12inch with polyurethane and ANSI 150)
both had lay lengths of 19.7 Inches))

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Quantity	Model (3377,2157)	Unit Cost
1	8750WDMW1A1FTHB180CA1AXQ4M4G1Z5R05 M Wall Mount Transmitter with Premier LOI Capabilities W Wall Mount 50ft of cable 1 ½-14 NPT F Tube Style: Tube Style, Flanged N Neoprene lining HB Hastelloy C, Bullet Nosed Electrodes 180 Line Size: 18 Inch C Carbon steel flanges A1 Tube Flange Rating: ASME B16.5 (ANSI) RF Class 150 M4 Transmitter Display Option Transmitter Display Option, LOI G1 Tube Ground Ring Option Tube Ground Ring, Pair (316L SST) Q4 9 Point Calibration Certificate and Pressure Test AX Contact inputs / outputs / empty pipe detection Z5 US Approvals, Class I Div 2, Non-Incendive and Dust for Non-Flammable Fluids R05 Potted junction box with 50 feet of combo cable	\$10,500.00

Tags: Advise,

**(Notes: This is the meter that is already attached to an 8712,
Also please confirm the Line size)**

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Midwest Municipal Instrumentation Inc. Proposal

Page 7 of 7

TERMS AND CONDITIONS OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds seller (i.e. Fisher Controls International LLC, Rosemount Inc., Fisher-Rosemount Systems Inc., or other Emerson Process Management Group Company) hereinafter the Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 11) firmware incorporated therein.

1. PRICES: Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION: All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.

3. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. TERMINATION AND SUSPENSION BY BUYER: Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension.

5. LIMITED WARRANTY: Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

7. PATENTS: Subject to the limitations contained in Section 6, Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

9. TERMS OF PAYMENT: Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

10. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

11. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. EXPORT/IMPORT: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

13. GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") provision or clause to the Agreement.

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CITY OF MILAN
BILLS PAYABLE & PAYROLL
6-May-25

PAYROLL:

4/18/2025 Council Payroll #1074	\$ 3,167.75
4/25/2025 Regular Payroll #1075	\$105,307.93

TOTAL PAYROLL	\$108,475.68
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ACCOUNTS PAYABLE:

5/7/2025 Accounts Payable	\$361,825.02
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TOTAL PAYABLES	\$361,823.02
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GRAND TOTAL	<u>\$470,298.70</u>
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INVOICE DISTRIBUTION REPORT FOR CITY OF MILAN

EXP CHECK RUN DATES 04/17/2025 - 05/07/2025

POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 102 LEGISLATIVE					
101-102-831.000	DUES & SUBSCRIPTIONS	MICHIGAN ECONOMIC DEVELOPE	MEDA ANNUAL DUES	350.00	None
Total Department 102 LEGISLATIVE				350.00	
Department: 172 ADMINISTRATIVE					
101-172-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	3,588.52	57199
101-172-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	142.44	57225
Total Department 172 ADMINISTRATIVE				3,730.96	
Department: 210 CITY HALL					
101-210-716.100	RETIREE'S HEALTH INSURANCE	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	12,987.32	57199
101-210-717.000	WORKMAN'S COMP	MICHIGAN MUNICIPAL LEAGUE	WC PAYROLL AUDIT FY23	619.00	57216
101-210-727.000	OFFICE SUPPLIES-MASTER	AMERICAN AQUA	BOTTLED WATER FOR MAY 2025	82.68	None
101-210-802.000	LEGAL FEES	MILLER, CANFIELD, PADDOCK	MARCH 25' GENERAL LEGAL SERVICES	3,850.00	57221
101-210-818.000	CONTRACTUAL SERVICES	COMCAST	CABLE SERV FOR CITY HALL 4/15-5/14/25	158.28	57202
101-210-900.000	PRINTING & PUBLISHING	MLIVE MEDIA GROUP	CITY NOTICES/PUBLICATIONS-MARCH 2025	264.41	57222
101-210-900.000	PRINTING & PUBLISHING	MONROE COUNTY CLERK	NOTARY OATH/SURETY BOND FILING FEE	10.00	57223
101-210-956.000	MISCELLANEOUS EXPENSES	INTERNATIONAL CODE COUNCIL	ICC RENEWAL	170.00	57209
Total Department 210 CITY HALL				18,141.69	
Department: 215 CLERK/ELECTIONS					
101-215-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	66.27	57225
Total Department 215 CLERK/ELECTIONS				66.27	
Department: 228 INFORMATION TECHNOLOGY					
101-228-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	409.85	57199
101-228-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	82.33	57225
101-228-740.000	OPERATING SUPPLIES	AMAZON CAPITAL SERVICES	PRINTER INK/CABLES/BLOCKS/SCREEN PROT	9.82	57197
101-228-740.210	OPERATING SUPPLIES-CITY HA	AMAZON CAPITAL SERVICES	PRINTER INK/CABLES/BLOCKS/SCREEN PROT	104.92	57197
101-228-740.301	OPERATING SUPPLIES-POLICE	AMAZON CAPITAL SERVICES	PRINTER INK/CABLES/BLOCKS/SCREEN PROT	120.89	57197
101-228-740.441	OPERATING SUPPLIES-DPW	AMAZON CAPITAL SERVICES	PRINTER INK/CABLES/BLOCKS/SCREEN PROT	122.56	57197
101-228-850.000	COMMUNICATION	AT&T	NETWORK REDUNDANCY-75 GUMP LK-MAR & A	379.93	57198
101-228-850.000	COMMUNICATION	AT&T	NETWORK REDUNDANCY-455 SQUIRES-4/8-5/	194.96	57198
101-228-850.000	COMMUNICATION	COMCAST	COMCAST UNIVERSAL-4/15-5/14/25	4,186.48	57203
Total Department 228 INFORMATION TECHNOLOGY				5,611.74	
Department: 253 TREASURER/FINANCE					
101-253-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	51.25	57225
101-253-818.000	CONTRACTUAL SERVICES	BS&A SOFTWARE	BSA ANNUAL SERVICE AGREEMENT	403.00	57200
Total Department 253 TREASURER/FINANCE				454.25	
Department: 257 ASSESSING					
101-257-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	20.61	57225
101-257-818.000	CONTRACTUAL SERVICES	WCA ASSESSING	ASSESSING SERVICES FOR MAY 2025	6,289.08	57238
Total Department 257 ASSESSING				6,309.69	
Department: 265 BUILDING MAINTENANCE					
101-265-921.210	ELECTRICITY-CITY HALL	DTE	147 WABASH ST-ELECT-3/15-4/14/25	627.58	57205
101-265-921.301	ELECTRICITY-POLICE STATION	DTE	35 NECKEL CT-GAS & ELECT-3/7-4/4/25	1,114.72	57205
101-265-921.441	ELECTRICITYDPW BLDGS	DTE	50 NECKEL CT-ELECT-3/7-4/4/25	58.24	57205
101-265-921.441	ELECTRICITYDPW BLDGS	DTE	455 SQUIRES DR-ELECT-3/15-4/14/25	425.36	57205
101-265-921.672	ELECTRICITY-THE CENTER	DTE	45 NECKEL CT-ELECT-3/13-4/10/25	575.82	57205
101-265-923.210	HEAT EXPENSES-CITY HALL	DTE	147 WABASH ST-GAS-3/15-4/14/25	825.79	57205

INVOICE DISTRIBUTION REPORT FOR CITY OF MILAN

EXP CHECK RUN DATES 04/17/2025 - 05/07/2025

POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 265 BUILDING MAINTENANCE					
101-265-923.301	HEAT EXPENSES-POLICE STATI	DTE	35 NECKEL CT-GAS & ELECT-3/7-4/4/25	295.91	57205
101-265-923.441	HEAT EXPENSES-DPW BLDGS	DTE	455 SQUIRES DR-GAS-3/15-4/14/25	1,217.11	57205
101-265-923.441	HEAT EXPENSES-DPW BLDGS	DTE	51 NECKEL CT-GAS-3/15-4/14/25	286.09	57205
101-265-923.441	HEAT EXPENSES-DPW BLDGS	DTE	460 SQUIRES DR-GAS-3/15-4/14/25	145.96	57205
101-265-923.672	HEAT EXPENSES-THE CENTER	DTE	45 NECKEL CT-GAS-3/13-4/10/25	785.12	57205
101-265-923.673	HEAT EXPENSES-THE COMMUNIT	DTE	50 NECKEL CT-GAS-3/15-4/14/25	68.46	57205
101-265-936.000	REPAIR & MAINTENANCE-MASTE	SPOTTS PORTABLE RESTROOMS	PORTABLE RESTROOM FEES-ALL PARKS-3/13	289.00	57232
101-265-936.000	REPAIR & MAINTENANCE-MASTE	LATHAMS DOWNTOWN HARDWARE	SUMP PUMP CHECK VALVE FD	19.49	57214
101-265-936.000	REPAIR & MAINTENANCE-MASTE	ABBEY DOOR	BUILDING REPAIR AND MAINTENANCE	162.00	57195
101-265-936.210	REPAIR & MAINTENANCE-MASTE	KONE CHICAGO	CITY HALL ELEVATOR MAINTENANCE 4/1-6/	223.53	57212
101-265-936.210	REPAIR & MAINTENANCE-CITY	ORKIN	PEST CONTROL-CITY HALL-APR 25	65.00	57228
101-265-936.210	REPAIR & MAINTENANCE-CITY	AMAZON CAPITAL SERVICES	PAPER TOWELS	90.15	57197
101-265-936.301	REPAIR & MAINTENANCE POLIC	VESTIS SERVICES, LLC	BLANKETS/MATS/MOPS FOR PD	836.72	57235
101-265-936.301	REPAIR & MAINTENANCE POLIC	ORKIN	PEST CONTROL-PD-APR 25	66.00	57228
101-265-936.301	REPAIR & MAINTENANCE POLIC	AMAZON CAPITAL SERVICES	PAPER TOWELS	90.15	57197
101-265-936.301	REPAIR & MAINTENANCE POLIC	VESTIS SERVICES, LLC	BLANKETS/MATS/MOPS FOR THE PD	836.72	57235
101-265-936.301	REPAIR & MAINTENANCE POLIC	STRAUB HEATING & A/C	HVAC UNIT REPAIR 35 NECKEL	180.00	None
101-265-936.441	REPAIR & MAINTENANCE DPW	VESTIS SERVICES, LLC	APRONS/MATS/MOPS/ROLL & SHOP TOWELS/U	426.01	57235
101-265-936.441	REPAIR & MAINTENANCE DPW	AMAZON CAPITAL SERVICES	PAPER TOWELS	90.15	57197
101-265-936.672	REPAIR & MAINTENANCE-THE C	VESTIS SERVICES, LLC	MATS/MOPS FOR THE CENTER	543.51	57235
101-265-936.672	REPAIR & MAINTENANCE-THE C	ORKIN	PEST CONTROL-THE CENTER-APR 25	73.00	57228
101-265-936.672	REPAIR & MAINTENANCE-THE C	AMAZON CAPITAL SERVICES	PAPER TOWELS	90.15	57197
101-265-936.672	REPAIR & MAINTENANCE-THE C	VESTIS SERVICES, LLC	MATS/MOPS FOR THE CENTER	543.51	57235
101-265-936.673	REPAIR & MAINTENANCE-COMMU	ORKIN	PEST CONTROL-COMM HOUSE-APR 25	70.00	57228
Total Department 265 BUILDING MAINTENANCE				11,121.25	
Department: 301 POLICE					
101-301-658.000	FINES/PENALTIES	82ND CIRCUIT COURT	TRACY ANNE STARK BOND FEE	230.00	57194
101-301-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	11,250.64	57199
101-301-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	973.67	57225
101-301-741.000	GAS, FUEL, OIL	MILAN AREA SCHOOL DISTRICT	FUEL FOR THE PD-FY25 Q3	6,331.22	57219
101-301-758.000	UNIFORM-NEW HIRE/PART TIME	PRIORITY ONE EMERGENCY	UNIFORMS AND EQUIPMENT	210.99	57229
101-301-775.000	OTHER SUPPLIES	AMAZON CAPITAL SERVICES	HAND SANITIZER	47.28	57197
101-301-806.000	SAFETY AND HEALTH	ZOLL MEDICAL CORPORATION	SAFETY AND HEALTH EQUIPMENT	150.00	57239
101-301-818.000	CONTRACTUAL SERVICES	COMCAST	CABLE SERV FOR THE PD 4/19-5/18/25	304.11	57202
101-301-818.000	CONTRACTUAL SERVICES	OAKLAND COUNTY	CONTRACTUAL SERVICES	7,780.75	57227
101-301-818.200	SALVAGE VEHICLE INSPECTION	JENO OKEY	SALVAGE VEHICLE INSPECTIONS	25,585.00	57210
101-301-930.000	REPAIR & MAINTENANCE	MULLINS AUTO SUPPLY	REPAIR AND MAINTENANCE	163.82	57224
101-301-930.000	REPAIR & MAINTENANCE	MULLINS AUTO SUPPLY	REPAIR AND MAINTENANCE	58.61	57224
101-301-930.000	REPAIR & MAINTENANCE	MULLINS AUTO SUPPLY	REPAIR AND MAINTENANCE	58.61	None
101-301-930.000	REPAIR & MAINTENANCE	MULLINS AUTO SUPPLY	REPAIR AND MAINTENANCE	20.00	None
101-301-930.000	REPAIR & MAINTENANCE	MULLINS AUTO SUPPLY	REPAIR AND MAINTENANCE	26.98	None
101-301-930.000	REPAIR & MAINTENANCE	FIRESTONE COMPLETE AUTO CA	AMOUNT SHORT PAID ON ORIGINAL INVOICE	27.00	None
Total Department 301 POLICE				53,218.68	
Department: 336 FIRE					
101-336-705.000	SHARED DEPARTMENT COST	MILAN AREA FIRE DEPARTMENT	FY 25 Q4 OPERATING	59,062.48	57218
101-336-705.001	FIRE RUNS	MILAN AREA FIRE DEPARTMENT	MARCH 25 FIRE RUNS	3,809.83	57218
101-336-705.001	FIRE RUNS	MILAN AREA FIRE DEPARTMENT	DEC 2024 FIRE RUNS	3,878.72	57218
101-336-705.001	FIRE RUNS	MILAN AREA FIRE DEPARTMENT	JAN 2025 FIRE RUNS	5,873.49	57218

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 101 GENERAL FUND					
Department: 336 FIRE					
Total Department 336 FIRE				72,624.52	
Department: 371 BUILDING DEPARTMENT					
101-371-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	1,164.84	57199
101-371-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	74.03	57225
101-371-818.000	CONTRACTUAL SERVICES	YORK TOWNSHIP	APRIL BUILDING SERVICES	5,260.00	None
101-371-941.000	OFFICE MACHINE LEASES	KONICA MINOLTA PREMIER FIN	BLDG DEPT/DPW PLOTTER PRINTER LEASE 4	106.61	57213
Total Department 371 BUILDING DEPARTMENT				6,605.48	
Department: 441 DEPARTMENT OF PUBLIC WORKS					
101-441-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	2,033.08	57199
101-441-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	75.24	57225
101-441-741.000	GAS, FUEL, OIL	MILAN AREA SCHOOL DISTRICT	FUEL FOR THE DPW-FY25 Q3	3,408.30	57219
101-441-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR DPW	77.05	57201
101-441-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	UNIFORMS FOR DPW	34.04	57235
101-441-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	APRONS/MATS/MOPS/ROLL & SHOP TOWELS/U	25.63	57235
101-441-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR THE DPW	77.05	57201
101-441-818.000	CONTRACTUAL SERVICES	COMCAST	CABLE SERVICE FOR THE DPW-4/19-5/18/2	363.16	57202
101-441-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	UNIFORMS FOR THE DPW	34.05	57235
101-441-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR DPW	77.05	None
101-441-818.100	FORESTRY	ALL YEAR TREE SERVICE, INC	DAM INSPECTION TREE REMOVAL	4,000.00	57196
101-441-921.000	ELECTRICITY	DTE	770 ALLEN RD-UNMRTD GEN SERV-3/13-4/1	14.48	57205
101-441-921.000	ELECTRICITY	DTE	62 PARK LN-3/7-4/4/25	17.65	57205
101-441-921.000	ELECTRICITY	DTE	400 S PLATT-ELECT-3/15-4/14/25	17.65	57205
101-441-921.000	ELECTRICITY	DTE	3 E MAIN ST-ELECT-3/25-4/23/25	37.18	None
101-441-922.100	STREET LIGHTING	DTE	120 PARK LN BLDG R-ELECT-3/7-4/4/25	28.95	57205
101-441-922.100	STREET LIGHTING	DTE	460 SQUIRES DR-ELECT-3/15-4/14/25	28.81	57205
101-441-922.100	STREET LIGHTING	DTE	39 NECKEL CT-ELECT-3/15-4/14/25	96.56	57205
101-441-922.100	STREET LIGHTING	DTE	659 RICHARDS BLVD-ELECT-3/15-4/14/25	210.36	57205
101-441-922.100	STREET LIGHTING	DTE	55 NECKEL CT-ELECT-3/15-4/15/25	40.91	57205
101-441-922.100	STREET LIGHTING	DTE	55 NECKEL CT-ELECT-3/15-4/14/25	33.52	57205
101-441-922.100	STREET LIGHTING	DTE	13225 SANFORD RD N-ELECT-3/20-4/21/25	17.65	None
101-441-922.100	STREET LIGHTING	DTE	41 WABASH ST-ELECT-3/26-4/24/25	34.07	None
101-441-922.100	STREET LIGHTING	DTE	52 WABASH ST-ELECT-3/26-4/24/25	92.76	None
101-441-922.100	STREET LIGHTING	DTE	26 W MAIN ST-ELECT-3/26-4/24/25	130.83	None
101-441-922.100	STREET LIGHTING	DTE	120 PARK LN-ELECT-3/26-4/24/25	40.63	None
101-441-922.100	STREET LIGHTING	DTE	24 TOLAN ST-ELECT-3/26-4/24/25	87.37	None
101-441-930.000	REPAIR & MAINTENANCE	LATHAMS DOWNTOWN HARDWARE	CEMENT TOOLS FOR THE DPW	46.28	57214
101-441-930.000	REPAIR & MAINTENANCE	LLOYDS REPAIR SERVICE	LAWN EQUIP REPAIR	32.00	57215
101-441-930.000	REPAIR & MAINTENANCE	MILAN ELEVATOR	GRASS SEED	127.98	None
Total Department 441 DEPARTMENT OF PUBLIC WORKS				11,340.29	
Department: 752 COMMUNITY ENGAGEMENT					
101-752-677.600	MISC RECREATION FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-3/10-3/23/25	815.00	57220
101-752-677.600	MISC RECREATION FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-3/24-3/31/25	755.00	57220
101-752-677.600	MISC RECREATION FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-4/1-4/6/25	500.00	57220
101-752-805.000	CREDIT CARD FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-3/10-3/23/25	(24.45)	57220
101-752-805.000	CREDIT CARD FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-3/24-3/31/25	(22.65)	57220
101-752-805.000	CREDIT CARD FEES	MILAN SENIORS FOR HEALTHY	ACTIVE NET PAYMENT-4/1-4/6/25	(15.00)	57220
101-752-880.400	SPECIAL EVENTS/PROJECTS	ULINE, INC.	NUMBER KIT FOR 3RD THURSDAYS	154.09	None
101-752-890.100	PROGRAMMING (EDUCATION & E	AMAZON CAPITAL SERVICES	EGG HUNT SUPPLIES	45.98	57197

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Fund: 101 GENERAL FUND					
Department: 752 COMMUNITY ENGAGEMENT					
101-752-890.100	PROGRAMMING (EDUCATION & E	AMAZON CAPITAL SERVICES	ANIMAL BOOK FOR MILAN IN MOTION	13.05	None
Total Department 752 COMMUNITY ENGAGEMENT				2,221.02	
Total Fund 101 GENERAL FUND				191,795.84	
Fund: 202 MAJOR STREET FUND					
Department: 174					
202-174-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	484.65	57199
202-174-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	62.59	57225
Total Department 174				547.24	
Department: 463 ROUTINE MAINTENANCE					
202-463-930.000	REPAIR & MAINTENANCE	WASHTENAW COUNTY ROAD COMM	COLD PATCH	355.73	57236
Total Department 463 ROUTINE MAINTENANCE				355.73	
Department: 474 TRAFFIC SERVICES					
202-474-774.000	TRAFFIC SIGNS	ULINE, INC.	TRAFFIC SIGN CHANNEL	673.15	57234
202-474-921.000	ELECTRICITY	DTE	505 REDMAN # SIGNAL-ELECT-3/22-4/22/2	5.53	None
Total Department 474 TRAFFIC SERVICES				678.68	
Total Fund 202 MAJOR STREET FUND				1,581.65	
Fund: 203 LOCAL STREET FUND					
Department: 174					
203-174-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	484.65	57199
203-174-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	62.59	57225
Total Department 174				547.24	
Department: 463 ROUTINE MAINTENANCE					
203-463-775.000	OTHER SUPPLIES	GOTTS TRANSIT MIX, INC.	MAIN STREET ALLEY REPAIR	387.00	57208
203-463-930.000	REPAIR & MAINTENANCE	WASHTENAW COUNTY ROAD COMM	TRAFFIC SIGNAL REPAIR PLATT	770.41	57236
203-463-930.000	REPAIR & MAINTENANCE	WASHTENAW COUNTY ROAD COMM	COLD PATCH	355.72	57236
203-463-930.000	REPAIR & MAINTENANCE	MILAN ACE HARDWARE	ROAD CRACK FILLER	66.19	57217
Total Department 463 ROUTINE MAINTENANCE				1,579.32	
Department: 474 TRAFFIC SERVICES					
203-474-774.000	TRAFFIC SIGNS	ULINE, INC.	TRAFFIC SIGN CHANNEL	673.15	57234
Total Department 474 TRAFFIC SERVICES				673.15	
Total Fund 203 LOCAL STREET FUND				2,799.71	
Fund: 226 RUBBISH COLLECTION					
Department: 521 SANITATION/COMPOST/RECYCLE					
226-521-818.000	CONTRACTUAL SERVICES	STEVENS DISPOSAL & RECYCLI	50 BULK TAG STICKERS	500.00	57233
Total Department 521 SANITATION/COMPOST/RECYCLE				500.00	
Total Fund 226 RUBBISH COLLECTION				500.00	
Fund: 592 WATER/SEWER FUND					
Department: 556 WATER - PRODUCTION					
592-556-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	1,647.08	57199
592-556-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	73.59	57225
592-556-716.050	RETIREE HEALTH INS TRANSFE	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	1,109.32	57199

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Fund: 592 WATER/SEWER FUND					
Department: 556 WATER - PRODUCTION					
592-556-728.000	POSTAGE	QUADIENT INC	WTR/SWR BILL POSTAGE-MAR 2025	674.83	57230
592-556-743.000	CHEMICALS	WATER SOLUTIONS UNLIMITED,	CHLORINE CYLINDER FOR WTP	1,945.00	57237
592-556-778.000	METER PURCHASES/MATERIALS	CORE & MAIN LP	WATER METER COUPLINGS	175.80	57204
592-556-778.001	WATER PARTS	CORE & MAIN LP	STOP BOX PARTS	97.83	57204
592-556-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR DPW	77.06	57201
592-556-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	UNIFORMS FOR DPW	34.05	57235
592-556-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	APRONS/MATS/MOPS/ROLL & SHOP TOWELS/U	25.63	57235
592-556-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR THE DPW	77.06	57201
592-556-818.000	CONTRACTUAL SERVICES	VESTIS SERVICES, LLC	UNIFORMS FOR THE DPW	34.04	57235
592-556-818.000	CONTRACTUAL SERVICES	ORCHARD, HILTZ & MCCLIMENT	TMF GRANT POTHOLING	1,976.00	None
592-556-818.000	CONTRACTUAL SERVICES	HYDROCORP, LLC	APRIL25' CCC PROGRAM	674.00	None
592-556-818.000	CONTRACTUAL SERVICES	CINTAS CORPORATION	UNIFORMS FOR DPW	77.06	None
592-556-818.000	CONTRACTUAL SERVICES	F&V OPERATIONS & RESOURCE	MAY 25' OPERATION AGREEMENT	12,635.60	None
592-556-922.000	LIBRARY/NURSERY UTILITIES	DTE	25 PARK LN-ELECT-3/26-4/24/25	61.62	None
592-556-922.000	LIBRARY/NURSERY UTILITIES	DTE	25 PARK LN-GAS-3/26-4/24/25	184.97	None
592-556-930.000	REPAIR & MAINTENANCE	SHARE CORPORATION	MISC SHOP TOOLS	1,308.53	57231
592-556-932.000	REPAIR & MAINTENANCE-BLDG	MILAN ACE HARDWARE	REPAIR PARTS FOR THE CONCESSION STAND	9.99	57217
Total Department 556 WATER - PRODUCTION				22,899.06	
Department: 557					
592-557-716.000	HOSP/DENTAL/MM/OPTICAL	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	3,567.63	57199
592-557-716.000	HOSP/DENTAL/MM/OPTICAL	MUTUAL OF OMAHA INSURANCE	MAY 2025 INSURANCE PREMIUM	125.79	57225
592-557-716.050	RETIREE HEALTH INS TRANSFE	BLUE CARE NETWORK	BLUE CARE NEWORK FOR MAY 2025	1,067.31	57199
592-557-728.000	POSTAGE	QUADIENT INC	WTR/SWR BILL POSTAGE-MAR 2025	674.83	57230
592-557-818.000	CONTRACTUAL SERVICES	COMCAST	CABLE SERVICE FOR THE WWTP 4/16-5/15/	247.77	57202
592-557-818.000	CONTRACTUAL SERVICES	NUTRIGRO ENVIRONMENTAL SOL	BIOSPOLIDS HAULING	19,611.60	57226
592-557-818.000	CONTRACTUAL SERVICES	DYNAMIC DRAINS LLC	SEWER TELEVISING	245.00	57207
592-557-818.000	CONTRACTUAL SERVICES	F&V OPERATIONS & RESOURCE	MAY 25' OPERATION AGREEMENT	35,962.87	None
592-557-818.000	CONTRACTUAL SERVICES	ADVANCED REHABILITATION TE	SANITARY MANHOLE LINING	31,230.90	None
592-557-921.000	ELECTRICITY	DTE	389 WABASH ST-ELECT-3/7-4/4/25	421.16	57205
592-557-921.000	ELECTRICITY	DTE	44 NECKEL CT-GAS & ELECT-3/7-4/4/25	64.68	57205
592-557-921.000	ELECTRICITY	DTE	709 MARVIN ST-GAS & ELECT-3/13-4/10/2	260.69	57205
592-557-921.000	ELECTRICITY	DTE	1145 MARVIN ST-GAS & ELECT-3/13-4/10/	113.90	57205
592-557-921.000	ELECTRICITY	DTE	154 NECKEL CT-ELECCT-3/15-4/14/25	1,773.65	57205
592-557-921.000	ELECTRICITY	DTE	14139 PLANK RD-BLDG POLE-ELECT-3/14-4	116.35	57205
592-557-921.000	ELECTRICITY	DTE	570 IDEAL ST-ELECT-3/18-4/16/25	70.33	57205
592-557-921.000	ELECTRICITY	DTE	308 W MAIN ST-ELECT-3/20-4/21/25	244.52	None
592-557-921.000	ELECTRICITY	DTE	381 EVERETT-ELECT-3/20-4/21/25	301.09	None
592-557-921.000	ELECTRICITY	DTE	1160 NORTH ST-GAS & ELECT-3/22-4/22/2	187.03	None
592-557-921.000	ELECTRICITY	DTE	588 ASHER PASS-ELECT-3/21-4/21/25	116.66	None
592-557-921.000	ELECTRICITY	DTE	320 W MAIN ST-ELECT-3/20-4/21/25	121.96	None
592-557-921.000	ELECTRICITY	DTE	210 CHERRY ST-GAS & ELECT-3/25-4/23/2	177.51	None
592-557-921.000	ELECTRICITY	DTE	100 NECKEL CT-ELECT-3/21-4/21/25	4,311.93	None
592-557-921.000	ELECTRICITY	DTE	75 GUMP LK RD-ELECT-3/21-4/21/25	9,038.21	None
592-557-923.000	HEAT EXPENSES	DTE	44 NECKEL CT-GAS & ELECT-3/7-4/4/25	53.24	57205
592-557-923.000	HEAT EXPENSES	DTE	308 W MAIN ST-GAS-3/10-4/7/25	58.16	57205
592-557-923.000	HEAT EXPENSES	DTE	709 MARVIN ST-GAS & ELECT-3/13-4/10/2	58.16	57205
592-557-923.000	HEAT EXPENSES	DTE	1145 MARVIN ST-GAS & ELECT-3/13-4/10/	58.16	57205
592-557-923.000	HEAT EXPENSES	DTE	100 NECKEL CT-GAS-3/15-4/14/25	327.86	57205
592-557-923.000	HEAT EXPENSES	DTE	1160 NORTH ST-GAS & ELECT-3/22-4/22/2	57.40	None

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Fund: 592 WATER/SEWER FUND					
Department: 557					
592-557-923.000	HEAT EXPENSES	DTE	588 ASHER PASS-GAS-3/22-4/22/25	53.06	None
592-557-923.000	HEAT EXPENSES	DTE	381 EVERETT GEN-GAS-3/20-4/21/25	53.24	None
592-557-923.000	HEAT EXPENSES	DTE	210 CHERRY ST-GAS & ELECT-3/25-4/23/2	61.03	None
592-557-930.000	REPAIR & MAINTENANCE	SHARE CORPORATION	SEWER ROOT CONTROL	469.08	57231
Total Department 557				111,302.76	
Department: 900 CAPITAL OUTLAY/FIXED ASSET EXPENDITURES					
592-900-970.567	CAPITAL OUTLAY/WASTEWATER	KENNEDY INDUSTRIES INC	RAS PUMP AT THE WWTP	30,944.00	57211
Total Department 900 CAPITAL OUTLAY/FIXED ASSET EXPENDITURES				30,944.00	
Total Fund 592 WATER/SEWER FUND				165,145.82	

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--- TOTALS BY FUND ---					
		101	GENERAL FUND	191,795.84	
		202	MAJOR STREET FUND	1,581.65	
		203	LOCAL STREET FUND	2,799.71	
		226	RUBBISH COLLECTION	500.00	
		592	WATER/SEWER FUND	165,145.82	
		Total For All Funds:		361,823.02	