

Execution Copy

CASE - 432066  
Grantee: City of Lathrup Village

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION  
GRANT WITH  
CITY OF LATHRUP VILLAGE**

THIS GRANT AGREEMENT ("Agreement") is between the Michigan Economic Development Corporation ("MEDC"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and City of Lathrup Village, a Michigan municipality ("Grantee"), whose address and principal office is 27400 Southfield Road, Lathrup Village, Michigan 48076. As used in this Agreement, the MEDC and Grantee are, individually, a "Party" and, collectively, the "Parties".

**ARTICLE I**

**GRANT**

**Section 1.1 Grant Amount and Term.**

- (a) Grant Amount. The MEDC agrees to disburse to Grantee a sum not to exceed Two Million Dollars (\$2,000,000.00) (the "Grant" or "Grant Funds"). This Agreement does not commit the MEDC to approve requests for additional funds during or beyond the Term.
- (b) Grant Term.

Starting Date: October 1, 2024

Ending Date: December 31, 2027

The term of this Agreement ("Term") shall commence on the Starting Date and shall end pursuant to Section 2.11.

**Section 1.2 Grant Commitment.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Grantee set forth in this Agreement, the MEDC agrees to make, and Grantee agrees to accept, the Grant.

**Section 1.3 Grant Manager.** The MEDC shall designate a Grant Manager to administer this Agreement and monitor the performance of Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MEDC. The initial Grant Manager is Kristyn Blackmer, whose email address is [blackmerk1@michigan.org](mailto:blackmerk1@michigan.org).

**Section 1.4 Grantee Duties.** In addition to all other obligations under this Agreement, Grantee agrees to adhere to all of the following through the Term:

- (a) Nature of Grant. Grantee shall use Grant Funds for Eligible Costs to support community infrastructure projects including, but not limited to, the replacement of water main lines (the "Grant Activities").
- (b) Supporting Documentation. Grantee shall provide relevant supporting documentation related to the expenditure of Grant Funds at Grant Manager's request.
- (c) Reporting Requirements. Grantee shall provide all necessary quarterly reporting documentation, in form and substance as required by the Grant Manager, all to the satisfaction of the Grant Manager. Quarterly reporting shall include, at a minimum, a written status of the Grant Activities and an accounting of all Grant Funds expended on

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Grant Activities during that quarter. Reports must be submitted by the following dates each year through the Term. These dates may be modified at the sole discretion of the Grant Manager, notice of which shall be provided to Grantee:

- |                   |                                 |
|-------------------|---------------------------------|
| (i) April 15:     | January 1 – March 31 quarter    |
| (ii) July 15:     | April 1 – June 30 quarter       |
| (iii) October 15: | July 1 – September 30 quarter   |
| (iv) January 15:  | October 1 – December 31 quarter |

- (d) Reasonable and Necessary. Grantee shall ensure the services, supplies, and/or materials identified in Grantee's Budget are necessary to accomplishing the Grant Activities and the amount paid for such services, supplies, and/or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.
- (e) Interest Bearing Accounts. Although prohibited by this Agreement pursuant to Section 1.5(a), in the event Grant Funds are deposited into an interest-bearing account, Grantee shall repay to the MEDC or the Michigan Department of Treasury, as determined by the MEDC, any interest in excess of \$1,000.00 earned on Grant Funds. Grantee shall notify Grant Manager of its total excess interest as part of its final Reimbursement Request. The Grant Manager shall provide instructions for repayment.
- (f) Exhibits. The following documents are incorporated by reference as binding obligations, terms, and conditions of this Agreement.
- |                 |                                |
|-----------------|--------------------------------|
| (i) Exhibit A:  | Grantee's Budget               |
| (ii) Exhibit B: | Legislative Sponsorship Letter |

In the event of any inconsistency between the body of this Agreement and any Exhibit, the body of this Agreement shall control.

- (g) Project Budget. All Grant Funds must be spent on (or reimbursed for) costs that meet all of the following requirements: (i) incurred on or after July 24, 2024, directly related to the Grant Activities; (ii) related to a public purpose that serves the economic prosperity, health, safety, or general welfare of the residents of the State of Michigan; and (iii) spent in accordance with Grantee's Budget, attached as Exhibit A to this Agreement ("Eligible Costs"). Grantee may reallocate cumulatively up to ten percent (10%) of the total Grant Funds between existing categories without prior written approval of the Grant Manager. Reallocations cumulatively greater than ten percent (10%) of the total Grant Funds are only allowed upon review and written approval by the Grant Manager. The addition of any Budget category requires review and written approval by the Grant Manager.

**Section 1.5 Grant Disbursement**. Subject to the terms and conditions of this Agreement, including the absence of a Default (meaning an event which, with the giving of notice or passage of time or both, would constitute an Event of Default), or Event of Default, payment of the Grant by the MEDC shall be made to Grantee as follows:

- (a) Vendor Registration. To receive payments under this Agreement, Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer. Grantee must register the account at the State Integrated Governmental Management Applications ("SIGMA") Vendor Self Service ("VSS") website

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([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)). All Grant Funds must be deposited into a segregated non-interest-bearing account.

- (b) **Disbursement Schedule.** The Grant shall be disbursed in multiple tranches ("Grant Disbursement(s)"). The MEDC's obligation to fund any portion of the Grant during the Term is subject to Grantee's satisfaction of the requirements of this Agreement, including, without limitation, satisfaction of all Reimbursement Request requirements, and also MEDC approval of all previous Reimbursement Requests. The Grant Manager shall provide submission instructions for Reimbursement Requests.
- (i) **Initial Payment.** An initial 25% disbursement of the total Grant Funds shall be made within thirty days of full execution of this Agreement (the "Initial Payment"). Additional funds shall only be disbursed after MEDC satisfaction that the Initial Payment has been expended, in full, in accordance with this Agreement, including providing supporting documentation. The Initial Payment must be expended on Eligible Costs directly related to the Grant Activities.
  - (ii) **Subsequent Reimbursement Requests.** The remaining 75% of Grant Funds shall be disbursed to Grantee on a reimbursement basis subject to all of the following requirements (each a "Reimbursement Request"):
    - A. Section 1.5(b)(i) is satisfied;
    - B. Grantee may only submit one Reimbursement Request per quarter;
    - C. To the extent reimbursement is requested for that particular quarter, Reimbursement Requests are due on or before the following dates each quarter:
      - 1. April 15
      - 2. July 15
      - 3. October 15
      - 4. January 15
    - D. Reimbursement Requests must be in form and substance agreed upon by the Grant Manager;
    - E. Reimbursement Requests shall only be for Eligible Costs incurred on or after July 24, 2024;
    - F. All Reimbursement Requests shall include supporting documentation demonstrating that the costs for which reimbursement are requested have been appropriately expended in accordance with this Agreement. Supporting documentation may include invoices, accounting ledgers, and/or other documentation as approved by the Grant Manager;
    - G. Grantee has not already received reimbursement for those particular costs, or the total Grant amount; and
    - H. Grantee's supporting documentation may be subject to a final audit prior to the release of the final payment.

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(c) **Grant Manager Review.** The Grant Manager reviews Reimbursement Request(s) and determines Grantee's compliance with such requests. The Grant Manager shall, within forty-five (45) business days, do one or more of the following:

- (i) request to review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. Grantee shall comply with the written request within thirty (30) business days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Reimbursement Request in the manner provided in Section 1.5(c)(ii).
- (ii) provide a reason, in writing, for an impending rejection of the Reimbursement Request, which may be based on one or more of the following: (A) the failure of Grantee to demonstrate achievement of expenditure of Eligible Costs, (B) there is an outstanding Default or Event of Default, or (C) Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) business days from the date of the written reason to respond.
- (iii) approve the Reimbursement Request, provided there is no Default or Event of Default, Grantee is otherwise in compliance with this Agreement, and Grantee has achieved all of the Reimbursement Request requirements to the satisfaction of the Grant Manager.

If after receipt of a Reimbursement Request the Grant Manager requests to review Grantee records, requests additional information or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 1.5(c)(ii) or Section 1.5(c)(iii), within an additional forty-five (45) business days of the last to occur of: (i) the date Grantee provides the requested records and requested additional information or (ii) the date the Grant Manager completes the site visit.

## **ARTICLE II**

### **REPRESENTATIONS AND COVENANTS OF GRANTEE**

#### **Section 2.1 Relationship of Parties.**

- (a) An employment relationship is not established between the MEDC and Grantee or any of its employees or agents as a result of this Agreement.
- (b) Grantee will achieve the results specified in this Agreement free from the direction and/or control of the MEDC as to means and methods of performance.
- (c) The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for itself and its employees.

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**Section 2.2 Access to Records.** During the Term, and for seven (7) years after the termination of this Agreement, Grantee shall maintain reasonable records related to this Agreement. Additionally, Grantee shall permit the MEDC to visit Grantee, and any other location where books and records of Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Funds. At such visits, Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of Grantee, which consent shall not be unreasonably withheld.

**Section 2.3 MEDC Employees.** Grantee will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

**Section 2.4 Conflict of Interest.** Grantee affirms that neither Grantee nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

**Section 2.5 Indemnification and Grantee Liability Insurance.** To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of Grantee pertaining to the performance of this Agreement.

Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under Grantee's insurance policies. Grantee will provide and maintain its own general liability, property damage, and Worker's Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for Grantee's obligation for indemnification under this Agreement.

**Section 2.6 Assignment, Transfer, and Subcontracting.**

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- (a) **Assignment and Transfer.** Grantee shall not assign, transfer, convey or otherwise dispose of any duties or rights under this Agreement without the prior signed written consent of the MEDC. If approved, such assignment or transfer shall be memorialized in a signed written instrument between the Parties and the assignee. Further, any future successors of Grantee shall be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a signed written consent.
- (b) **Subcontracting.** The MEDC reserves the right to require Grantee to replace subcontractors who perform any work in furtherance of the Grant Activities that are found to be unacceptable. Grantee shall endeavor to ensure all subcontractors related to the Grant Activities are in good standing with the State prior to hiring such entity or individual.

**Section 2.7 Compliance with Laws.** Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.

**Section 2.8 Organization.** Grantee affirms it is a local unit of government, public authority or other political instrumentality as authority by law, an institution of higher education, other state department, or an entity registered with the Michigan Department of Licensing and Regulatory Affairs or the Michigan Department of Attorney General that has been in existence for at least twelve months preceding July 24, 2024, or can demonstrate, through state or federal tax filings or other state or federal government records that it has been in existence for at least twelve months preceding July 24, 2024.

**Section 2.9 Legislative Sponsorship Letter.** Grantee shall substantially comply with the project scope identified in Exhibit B – Legislative Sponsorship Letter. In the event of any inconsistencies between the body of this Agreement and Exhibit B, the body of this Agreement shall control.

**Section 2.10 Termination.** This Agreement shall terminate upon the earliest of the following:

- (a) The Ending Date.
- (b) Thirty (30) calendar days after the final disbursement of the total Grant Funds is sent to Grantee by the MEDC.
- (c) Termination by the MEDC:
- i. By giving thirty (30) calendar days prior written notice to Grantee in the event of fraudulent or other egregious behavior, or any other circumstances directly relating to Grantee or the Grant Activities not otherwise covered by Section 3.1 of this Agreement, which would in the judgment of the MEDC Chief Executive Officer, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or
  - ii. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (A) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (B) takes any

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legislative or administrative action, which is unrelated to the source of funding for the Agreement, but affects the MEDC's ability to fund and administer this Agreement and other MEDC programs. Provided, however, that in the event such action results in an immediate absence or termination of funding, termination may be made effective immediately upon delivery of notice to Grantee; or

iii. Pursuant to Article III of this Agreement.

(d) Mutual agreement reduced to writing and signed by both Parties' authorized signers.

Upon termination pursuant to Section 2.11(c) no additional Grant funds shall be paid by MEDC to Grantee regardless of Grantee's previous compliance with this Agreement.

### **ARTICLE III**

#### **DEFAULTS AND REMEDIES**

**Section 3.1 Events of Default.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC:

- (a) any representation, covenant, certification, or warranty made by Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect;
- (b) Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment;
- (c) any voluntary bankruptcy or insolvency proceedings are commenced by Grantee;
- (d) any involuntary bankruptcy or insolvency proceedings are commenced against Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;
- (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of Grantee, which is not removed within sixty (60) calendar days;
- (f) Grantee's failure to comply with any obligations or duties contained herein, including complying with all reporting requirements; and/or
- (g) Grantee's misuse of Grant funds under this Agreement.

**Section 3.2 Available Remedies.** Upon the occurrence, and during the continuance of, an Event of Default:

- (a) The MEDC may immediately, and without prior notice, discontinue making any Grant Disbursement to Grantee until such time the MEDC is satisfied that the Event of Default no longer exists.
- (b) The MEDC may terminate this Agreement immediately upon notice to Grantee.

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- (c) Grantee shall repay the MEDC all Grant Disbursements previously disbursed under this Agreement which have not yet been expended on Grant Activities. Notwithstanding, the MEDC reserves the right to require full repayment in the event of Grantee's material breach of this Agreement, including without limitation, failure to comply with reporting requirements and/or misuse of funds.

**Section 3.3 Other Suspension.** In the event the MEDC becomes aware of an occurrence which, with the giving of notice of passage or time, or both, would constitute an Event of Default (a "Default"), the MEDC may immediately and without prior notice suspend making any Grant Disbursements, until such time the MEDC is satisfied otherwise. Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

**Section 3.4 Treasury Claw-Back.** Notwithstanding anything to the contrary, pursuant Section 222(4)(e) of Public Act 121 of 2024, the Michigan Department of Treasury, through the MEDC or any other designee, shall have the right to recoup or otherwise collect any funds it determines are declined, unspent, or otherwise misused.

No remedy is intended to be the sole and exclusive remedy in case any Event of Default shall occur. Each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

## **ARTICLE IV**

### **MISCELLANEOUS**

**Section 4.1 Notices.** Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered: (a) one business day after an e-mail, fax, or courier delivery or (b) two business days after a mailing date.

**Section 4.2 Entire Agreement.** This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties, with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

**Section 4.3 Counterparts; Facsimile/Pdf Signatures.** This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

**Section 4.4 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

**Section 4.5 Governing Law.** This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.



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**Section 4.6 Jurisdiction and Venue.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

**Section 4.7 Severability.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

**Section 4.8 Survival.** The terms and conditions of Sections 1.3, 2.1, 2.2, 2.5, 2.6, Article III, and Article IV shall survive termination of this Agreement.

*(remainder of page intentionally left blank)*

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Grantee: City of Lathrup Village

The signatories below warrant that they are either the Chief Executive Officer or other executive officer of the respective Party and are empowered to enter into this Agreement.

**GRANTEE ACCEPTANCE:**

City of Lathrup Village

Dated: March 20, 2025

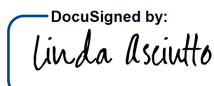


By: Mike Greene  
Its: City Administrator

**MEDC ACCEPTANCE:**

Michigan Economic Development Corporation

Dated: 3/20/2025

DocuSigned by:  


By: Linda Ascianto  
Its: Chief General Counsel

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CASE - 432066  
Grantee: City of Lathrup Village**EXHIBIT A**  
**GRANTEE'S BUDGET**


1. Grantee:		2. Project Title			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Engineering	Preliminary Engineering (topo, design, permitting, bidding)	\$ 107,633.00			\$ 107,633.00
Water & Sewer Infrastructure	Replace 6,000 lft of 8" WM with 12" WM (directional boring)	\$ 1,630,800.00			\$ 1,630,800.00
Engineering	Construction Engineering (contract admin and inspection)	\$ 161,449.00			\$ 161,449.00
Construction Contingency	10% Contingency	\$ 100,118.00	\$ 62,962.00		\$ 163,080.00
<b>Total</b>		\$ 2,000,000.00	\$ 62,962.00	\$ -	\$ 2,062,962.00

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## EXHIBIT B

### LEGISLATIVE SPONSORSHIP LETTER



**MICHIGAN SENATE**  
**JEREMY MOSS**  
STATE SENATOR, 7TH DISTRICT  
PRESIDENT PRO TEMPORE

PO, BOX 30036  
LANSING, MI 48909-7526  
PHONE: (517) 373-7888  
WEB: [senatedems.com/moss](http://senatedems.com/moss)  
EMAIL: [jerj.moss@senate.michigan.gov](mailto:jerj.moss@senate.michigan.gov)

**COMMITTEES:**  
ELECTIONS & ETHICS (CHAIR)  
REGULATORY AFFAIRS (CHAIR)  
ECONOMIC & COMMUNITY  
DEVELOPMENT  
GOVERNMENT OPERATIONS  
LOCAL GOVERNMENT

December 10, 2024

Jennifer L. Flood  
State Budget Director  
111 South Capitol Ave  
Lansing, MI 48910

Director Corbin  
Department of Labor and  
Economic Opportunity  
611 W Ottawa St  
Lansing, MI 48933

Dear Directors:

**SUBJECT:** Legislative Sponsorship of Public Act 121 of 2024 Grant

In accordance with Public Act 121 of 2024, Article 9, Section 1053a, we are pleased to sponsor the grant identified below and we certify that this grant is for a public purpose.


The following information summarizes the grant we are sponsoring:

**GRANT SUMMARY**


<b>Grant Recipient:</b>	Lathrup Village
<b>Grant Amount:</b>	\$2,000,000.00
<b>Boilerplate Section:</b>	Article 9, Sec. 1053a (13)
<b>Authorizing Grant Boilerplate Language:</b>	Sec. 1053a (13) From the funds appropriated in part 1 for infrastructure grants, \$2,000,000.00 shall be awarded to a city with a population between 4,000 and 4,400 in a county with a population between 1,200,00 and 1,300,000 according to the most recent federal decennial census to support community infrastructure projects.
<b>Public Purpose:</b>	The purpose of this project is to replace ~6,000 linear feet of nearly 100-year-old water main lines to improve water flow and reliability throughout the city's northern half. The project will significantly increase fire protection and fire flow rates and also reduce future maintenance costs.

Please see attachments for completed grant application form and grant project budget which provide additional details and contact information for the grant recipient Our offices are available for questions should they arise.


Sincerely,




Jeremy Moss  
President Pro Tempore, Michigan Senate  
State Senator, District 7



Jason Hoskins  
State Representative  
District 18



Attachments



**Key Information for Grantees**

PA 121 of 2024, the FY25 Michigan budget and FY24 supplemental, includes funding for special grants intended for a single recipient. The budget includes language (called boilerplate) that provides a description of the project as well as certain requirements that all projects must comply with. Boilerplate language is binding and all projects must comply with the rules and regulations contained in the language.

You can find the budget bill [here](#). Transparency boilerplate was included in all department budgets and the FY24 supplemental.

Important information to note:

- The attached application will be used to develop and execute a grant agreement between each grantee and the relevant department. Grantees should work with their Legislative Sponsor to return the following application form to the State Budget Office.
- All applications must be submitted and legislative sponsors identified no later than December 13, 2024 pursuant to boilerplate.
- Eligible grantees include: units of local government, public authorities or other political instrumentalities, institutions of higher education, other state departments, entities registered with the department of licensing and regulatory affairs (LARA) or the department of attorney general (AG) that have been in existence for at least 12 months, or other entities that can demonstrate through tax filings or government records that they have been in existence for at least 12 months.
  - To check registration with LARA, check [here](#):  
<https://cofs.lara.state.mi.us/SearchApi/Search/Search>
  - To check registration with AG, check [here](#):  
<https://www.ag.state.mi.us/CharitableTrust/frmDisclaimer.aspx>
- Please ensure primary grant contact on the application is the fiduciary contact for the project.
- If the attached application is incomplete or missing information, grant processing may be delayed.
- To receive funds, all organizations must be registered in the State of Michigan SIGMA Vendor Self-Service (VSS) System. More information about registering for VSS can be found [here](#).
- Within 60 days of an executed grant agreement, an initial disbursement of up to 50% will be provided to the grantee. Please note, a 50% initial payment is not guaranteed nor required, and any advanced payments may be subject to additional approvals from the Office of Financial Management pursuant to the Financial Management Guide of the State of Michigan. (Defined terms and conditions are included in the grant agreement).

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Grantee: City of Lathrup Village

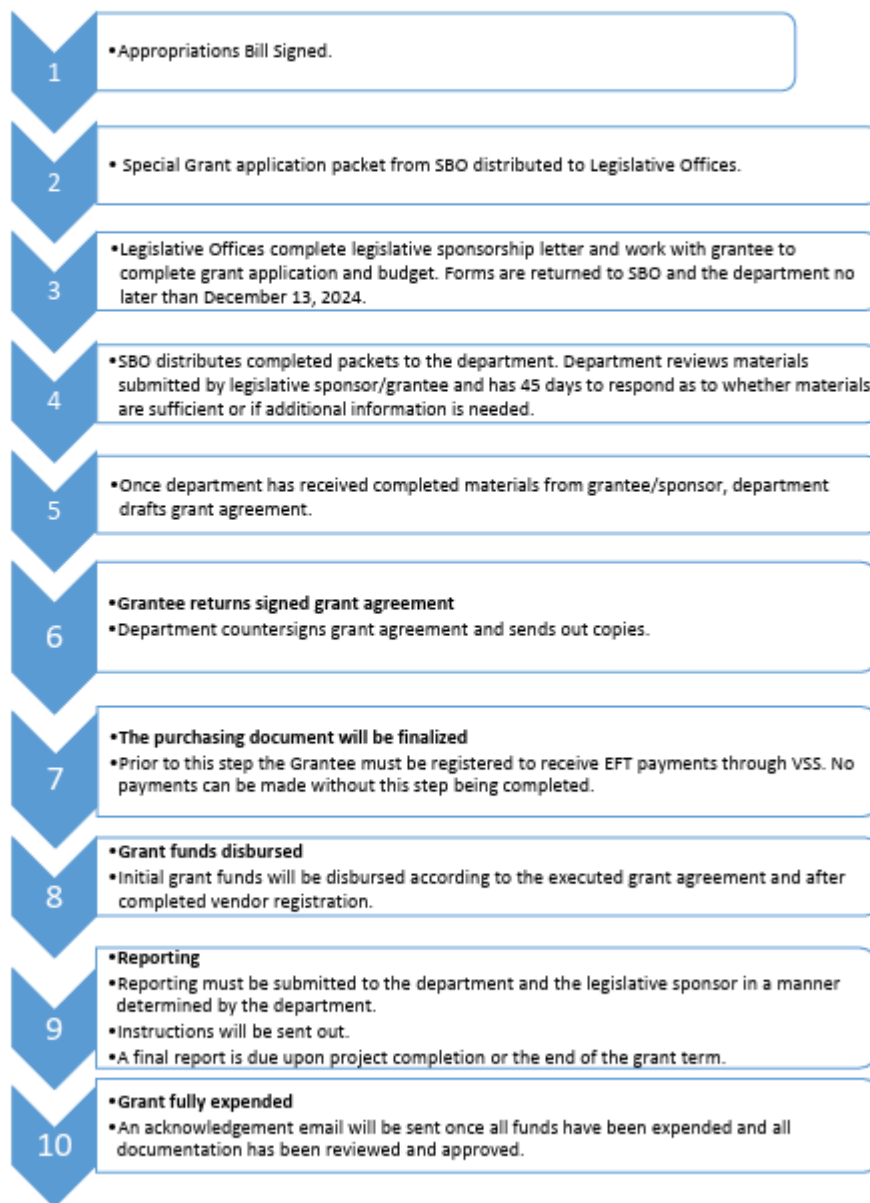
- After the initial disbursement, additional funds will be disbursed on a reimbursement basis after verification that previous funds were expended in accordance with the project purpose.
- There is no requirement to have match funds for the grant.
- The grant cannot be increased or deviated from the boilerplate language.
- Grant funds can only be used for expenditures that occur on or after the effective date of the appropriations act unless otherwise specified in department policy.
- Any interest over \$1,000 earned on grant funds, while in the possession of the grantee, must be returned to the State of Michigan.
- Any questions that arise prior to submitting a grant application should be directed to the Grantee's Legislative Sponsor.
- Any questions that arise after submitting a grant application should be directed to the department.
- For timing and next steps, please review the attached process document.

Completed application materials can be submitted to:

[DTMB-SBOGrantForms@michigan.gov](mailto:DTMB-SBOGrantForms@michigan.gov)

### **Special Grant Process**

This process flow is a general guideline; some projects will differ. Please feel free to contact us at any time if you have questions or concerns related to the process or the specifics of your grant.



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Grantee: City of Lathrup Village**Special Grant Application Form**

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone:  Email:

Legislative Sponsor(s):  Appropriated Amount:

**Questions for Legislative Sponsor**

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.) **No** ▼

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310? **Yes** ▼

**Questions for Official Grantee**

1. Is the grantee a unit of local government, public authority or other political instrumentality as authorized by law, institution of higher education, or other state department? **Yes** ▼

2. If no, is the entity registered with the department of licensing and regulatory affairs or the department of attorney general and been in existence for at least the 12 months preceding the effective date of this act? **N/A** ▼

3. If the answers to #1 and #2 are no, does the grantee have other state or federal tax filings or other government records that demonstrate the grantee has been in existence for at least the 12 months preceding the effective date of this act? **N/A** ▼

*If yes, please attach any relevant records.*

4. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 121 of 2024. Please provide additional explanation that gives more detail than is currently contained in the boilerplate language.

Southfield Road Water Main Replacement Project includes replacing ~6,000 linear feet of water main, which was originally installed between 1926 and 1928, to improve water flow and reliability throughout the city's northern half, which services approximately 1,200 residential homes and 50 businesses. The project will significantly increase fire protection and fire flow rates due to the increased pipe size and elimination of the undersized, tuberculation-filled cast iron water mains. Over 12 water main breaks have occurred, and the replacement will also reduce future maintenance costs for repair and loss of business operations.

\*Grantees can check registration with LARA [here](#) and with AG [here](#).



Execution Copy

CASE - 432066  
Grantee: City of Lathrup Village

5. Fill out the anticipated dollar amount for each respective category of the budget, using the excel budget form provided. Please note the general administrative expense cannot exceed 10% of the grant amount.

6. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

Engineering (PE) 07/01/2025 - 01/31/2027  
Construction 04/01/2027 - 10/31/2027  
Engineering (CE) 02/01/2027 - 12/31/2027  
Construction Contingency 07/01/2025 - 12/31/2027

7. I acknowledge that the boilerplate language related to this grant has been read and confirm that all requirements for the grantee and project comply with the boilerplate language pertaining to this grant. (Sign to acknowledge)



8. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

9. Identify authorized signer(s) for Grant Agreement.

Mike Greene - City Administrator

10. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

**NOTICE:**

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.