



# HOUSE of REPRESENTATIVES

## STATE OF MICHIGAN

### Appropriations Requests for Legislatively Directed Spending Items

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1. The sponsoring representative's first name:  
Regina
2. The sponsoring representative's last name:  
Weiss
3. The cosponsoring representatives' names. All cosponsors must be listed. If none, please type 'n/a.' A signed letter from the sponsor approving the co-sponsorship and a signed letter from the member wishing to co-sponsor are required. Attach letters at question #9 below.  
Representatives Tyrone Carter, Donovan McKinney, and Stephanie Young.
4. Name of the entity that the spending item is intended for:  
City of Detroit
5. Physical address of the entity that the spending item is intended for:  
2 Woodward Avenue Detroit, MI 48226
6. If there is not a specific recipient, the intended location of the project or activity:  
All Freeways within the City of Detroit
7. Name of the representative and the district number where the legislatively directed spending item is located:  
City of Detroit
8. Purpose of the legislatively directed spending item. Please include how it provides a public benefit and why it is an appropriate use of taxpayer funding. Please also demonstrate that the item does not violate Article IV, S 30 of the Michigan Constitution.  
The City of Detroit will use this funding to complete litter collection and mowing services within the city which will improve the safety of residents and also make the city a more appealing place for tourism and business.
9. Attach documents here if needed:  
Attachments added to the end of this file.

10. The amount of state funding requested for the legislatively directed spending item.

5000000

11. Has the legislatively directed spending item previously received any of the following types of funding? Check all that apply.

["State","Local"]

12. Please select one of the following groups that describes the entity requesting the legislatively directed spending item:

Local unit government

13. For a non-profit organization, has the organization been operating within Michigan for the preceding 36 months?

Not applicable

14. For a non-profit organization, has the entity had a physical office within Michigan for the preceding 12 months?

Not applicable

15. For a non-profit organization, does the organization have a board of directors?

Not applicable

16. For a non-profit organization, list all the active members on the organization's board of directors and any other officers. If this question is not applicable, please type 'n/a.'

n/a

17. "I certify that neither the sponsoring representative nor the sponsoring representative's staff or immediate family has a direct or indirect pecuniary interest in the legislatively directed spending item."

Yes, this is correct

18. Anticipated start and end dates for the legislatively directed spending item:

October 1, 2025-September 30,2030

19. "I hereby certify that all information provided in this request is true and accurate."

Yes



**OFFICE OF THE  
CHIEF FINANCIAL OFFICER**  
Office of Development and Grants

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1026  
Detroit, Michigan 48226

Phone 313•628•1258  
Fax 313•224•0542  
www.detroitmi.gov

January 15, 2025

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the FY 2025 Freeway Maintenance and Cleanup Grant**

The Michigan Department of Transportation has awarded the City of Detroit General Services Department with the FY 2025 Freeway Maintenance and Cleanup Grant for a total of \$5,000,000.00. There is no match requirement. The total project cost is \$5,000,000.00.

The objective of the grant is to keep local freeways clean, safe, and visually appealing. With this funding, city crews can remove trash and debris, maintain landscaping, and make minor repairs along highways so drivers and residents benefit from improved road safety, reduced hazards, and a more attractive environment. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21507.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:  
*Terri Daniels*  
4D2BEEE23C8D489...

Terri Daniels  
Director of Grants, Office of Development and Grants

CC:  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
*Donald R. Johnson*  
34E9071313554A4...

Office of Budget

DocuSigned by:  
*Cheryl Smith-Williams*  
B8CAE73E1C67487...

Agreement Approved as to Form  
By the Law Department

## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the City of Detroit General Services Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Transportation in the amount of \$5,000,000.00, to keep local freeways clean, safe, and visually appealing by funding city crews to remove trash and debris, maintain landscaping, and make minor repairs along highways; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 21507, in the amount of \$5,000,000.00, for the FY 2025 Freeway Maintenance and Cleanup Grant.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF DETROIT**

**CONTRACT**

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Detroit (AGENCY) of 2 Woodward Avenue, Detroit, Michigan 48226 in accordance with 2024 Public Act 121, Sections 250 and 1111, effective July 24, 2024, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Senator Veronica Klinefelt as shown in Appendix B.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2024 Public Act 121, and as provided herein. No funds may be expended prior to October 1, 2024, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be awarded and project completed by September 30, 2029, any unspent funds will be returned to the state treasury at that time. This Contract must be executed by June 1, 2025 or the grant funds will be returned to the state treasury. An extension may be granted by the state budget director.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of litter collection and mowing along freeway and service drives within the city (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed \$5,000,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY 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.

4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than seven years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.
9. MDOT will make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

	<u>Milestones</u>	
Receipt of Exhibit A (Initial Payment)	\$2,500,000	50%
Initial Payment has been fully expended (Final Payment)	\$2,500,000	50%
<u>Total</u>	<u>\$5,000,000</u>	<u>100%</u>

10. MDOT may conduct a follow-up review of work activity.

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).
12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is 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.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

16. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.



20. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF DETROIT

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

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
*for* Title: Department Director



## **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

### VERONICA KLINEFELT

11TH DISTRICT  
P.O. BOX 30036  
LANSING, MI 48909-7536  
PHONE: (517) 373-7670  
FAX: (517) 373-5958  
senvklinefelt@senate.michigan.gov

### THE SENATE STATE OF MICHIGAN

October 22, 2024

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

Brad Wieferich  
Michigan Department of Transportation Director  
425 W Ottawa Street  
Lansing, MI 48933

Dear Directors:

SUBJECT: Legislative Sponsorship of Public Act 121 of 2024 Grant

In accordance with Public Act 121 of 2024, Article 15, Section 1111(p), I am pleased to sponsor the grant identified below and I certify that this grant is for a public purpose.

The following information summarizes the grant I am sponsoring:

#### GRANT SUMMARY

<b>Grant Recipient:</b>	City of Detroit
<b>Grant Amount:</b>	\$5,000,000
<b>Boilerplate Section:</b>	Article 15, Section 1111(p)
<b>Authorizing Grant</b>	
<b>Boilerplate Language:</b>	(p) \$5,000,000.00 for street maintenance and cleanup to a city with a population greater than 600,000 according to the latest federal decennial census.
<b>Public Purpose:</b>	The City of Detroit will use this funding to complete litter collection and mowing services within the city.

Please see attachments for completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

Veronica Klinefelt  
State Senator  
11<sup>th</sup> District

Attachment

## REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at [SullivanK4@Michigan.gov](mailto:SullivanK4@Michigan.gov).

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	

AMOUNT OF PAYMENT REQUEST	
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### CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

**FOR CONTRACTED PROJECTS:** I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS	PHONE NUMBER	DATE
AGENCY ADDRESS			
VENDOR NUMBER IN SIGMA VSS <i>(If known)</i>			
INITIAL PAYMENT			
FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here			
TIME EXTENSION <i>(Requested SBO approval, if applicable)</i>			

### FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE
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## PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st AND within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at [SullivanK4@Michigan.gov](mailto:SullivanK4@Michigan.gov).

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$

### CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here .

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE	
AGENCY FEDERAL ID NUMBER	E-MAIL	PHONE NUMBER	DATE

### FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
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Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee: City of Detroit		2. Project Title: Freeway Litter and Mowing			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Road Infrastructure	City employees will provide Litter collection and mowing on freeways and service drives in the City of Detroit	\$ 2,978,029.60			
Consultants/Outside Contractors	Contractors will perform litter collection and mowing on freeway and service drives in the City of Detroit.	\$ 2,021,970.40			
Total		\$ 5,000,000.00	\$ -	\$ -	\$ -