

REGULAR MEETING OF THE COUNCIL

September 24, 2024

AGENDA

1. ROLL CALL
2. INVOCATION BY Pastor Ryan Wilson of Dearborn Free Methodist Church.
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
5. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving all items on the Consent Agenda and requesting immediate effect.

CONSENT AGENDA

6. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY –
Authorizing the use and closure of West Village Dr. between Howard St. and Tenney St., between the East and West parking structures, and the use and closure of the first 150 parking spots within both the West and East parking structures on either side of the park on West Village Dr. from 6:00 a.m. to 9:00 p.m. on Friday, September 27, 2024 for the PEACE Park I Grand Opening Event; also authorizing a noise waiver for the duration of the event and requesting immediate effect.
7. RESOLUTION BY COUNCILMEMBERS HERRICK AND ALSAWAFY –
Authorizing the use and closure of Monroe St. between Michigan Ave. and the alley adjacent to the parking lot located at Garrison St. from 2:00 p.m. to 10:00 p.m. on Tuesday, October 8, 2024 for Zo's Good Burger (950 Monroe St.) Grand Opening Event; also authorizing a noise waiver for the duration of the event and requesting immediate effect.

8. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Consenting to the installation of the property line fence between 9571 Eagle St. and the adjacent City-owned vacant lot at 9557 Eagle St., provided that Salim Salim (owner of property located at 9571 Eagle St.) pays for all costs associated with its installation and removal of the existing chain link fence and requesting immediate effect.
9. RESOLUTION BY COUNCILMEMBERS ENOS AND ALSAWAFY – Consenting to the installation of the property line fence between 2147 Canterbury St. and the adjacent City-owned vacant lot at 2139 Canterbury St., provided that Mr. and Mrs. Mozip Sabah and Sultan (owners of property located at 2147 Canterbury St.) pay for all costs associated with its installation and removal of the existing chain link fence and requesting immediate effect.
10. RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Consenting to the installation of the property line fence between 1801 Canterbury St. and the adjacent City-owned vacant lot at 1787 Canterbury St., provided that Mr. Hujran Hamed (owner of property located at 1801 Canterbury St.) pay for all costs associated with its installation and removal of the existing chain link fence and requesting immediate effect.
11. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ENOS – Approving the Michigan Department of Transportation (MDOT) Contract No. 2024-0302 for State Trunkline Maintenance, valid October 1, 2024 through September 30, 2029; also authorizing the Deputy Director, Nicole Golich to execute the contract agreement on behalf of the City requesting immediate effect.
12. RESOLUTION BY COUNCILMEMBERS PARIS AND ALSAWAFY – Awarding a contract to Northstar Painting in the amount of \$71,086, which includes a 5% contingency in the amount of \$3,385 for Painting Services for the DPW Engineering Suite and requesting immediate effect.
13. RESOLUTION BY COUNCILMEMBERS HERRICK AND ALSAWAFY – Authorizing a sole source purchase from Oakland County (C.R. 7-345-23) in the amount of \$167,510.88 for Membership and Maintenance Fees for the CLEMIS Mobile Data Computer Systems Program for Fiscal Year 2025 for the Police Department and requesting immediate effect.

- 14. RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Authorizing a sole source purchase from Oakland County (C.R. 8-405-23) in the amount of \$48,200 for Membership and Maintenance Fees for the CLEMIS Mobile Data Computer Systems Program for Fiscal Year 2025 for continued use by the Fire Department and requesting immediate effect.

END OF CONSENT AGENDA

- 15. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Approving the minutes of the previous regular meeting of September 10, 2024.
- 16. ORDINANCE ON THE TABLE – Ordinance No. 24-1823 – “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by Amending Article XXIV, Entitled ‘Tree Removal and Replacement’.”
RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ABRAHAM – To take from the table for its final reading.
- 17. ORDINANCE NO. 24-1824 – INTRODUCED BY COUNCILMEMBER ENOS.
SYNOPSIS – “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by Amending Section 12-6, Entitled ‘License Fees’.”
RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HAMMOUD – To table the Ordinance.
- 18. ORDINANCE NO. 24-1825 – INTRODUCED BY COUNCILMEMBER HERRICK.
SYNOPSIS – “An Ordinance to Amend the Animals Chapter (Chapter 4) of the Code of Ordinances of the City of Dearborn by Amending Section 4-23, Entitled ‘License Required; Number of Dogs Allowed’.”
RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ABRAHAM – To table the Ordinance.
- 19. RESOLUTION BY COUNCILMEMBERS PARIS AND ABRAHAM – Awarding a contract to Friends of the Rouge in the amount of \$666,920 for Rain Garden Management and Construction, valid through December 2027 and requesting immediate effect.

20. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM – Awarding a three-year contract to The ASU Group in the annual amount of \$15,000 for Third Party Administrator (TPA) services for the City’s General Liability and Casualty Insurance and requesting immediate effect.
21. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ALSAWAFY – Authorizing a cooperative contract purchase from Traffic Logix, via the Sourcewell Cooperative Program Contract No. 070821-LGX, in an amount not to exceed \$177,060 for Traffic Calming Materials and requesting immediate effect.
22. RESOLUTION BY COUNCILMEMBERS ENOS AND HERRICK – Authorizing a cooperative contract purchase from Tapco, via the Omnia Partners Cooperative Program, Contract No. 2020-200, in an amount not to exceed \$253,536 for the purchase of Illuminated Stop Signs and Beacon Systems Traffic Calming Materials and requesting immediate effect.
23. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ENOS – Awarding a contract to Nationwide Construction Group in the amount of \$582,650, with a 5% contingency in the amount of \$29,133, for a total in the amount of \$611,783 for the installation of gates and fencing at the Wagner Parking Deck and the two (2) Parking Decks on W. Village Drive.
24. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Authorizing a sole source purchase from Vestil Manufacturing Corporation in an amount not to exceed \$180,000 for the purchase of (300) Speed Humps and requesting immediate effect.
25. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Accepting the FY2023 FEMA Assistance to Firefighters (AFG) Grant – Fire Prevention and Safety award in the amount of \$132,266.66, with the local match in the amount of \$6,613.94; also authorizing the Finance Director to recognize revenue in the amount of \$132,267, and appropriate funds in the amount of \$138,880, which includes the City match in the amount of \$6,613.94, in the General Fund (Fire Department); also authorizing to add one (1) part-time GIS/Analyst to the Fire Department Staffing Model and requesting immediate effect.

26. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM –
Authorizing the Finance Director to recognize and appropriate additional State Court Administrative Office (SCAO) Grant funding in the amount of \$2,421 to fund the 19th District Hybrid DWI/Drug Treatment Court through the end of Fiscal Year 2024 and requesting immediate effect.
27. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Concurring in the appointment of Cheryl Hawkins to the Library Commission with a term ending June 30, 2027 and requesting immediate effect.
28. RESOLUTION BY COUNCILMEMBERS SAREINI AND HAMMOUD – Approving the request of the Mayor to rename the City-owned public spaces of Hubbard West, Hubbard East, the Historical Offices and the Rotunda Gallery at the Henry Ford Centennial Library to honor exceptional community members who have made lasting contributions, pursuant to C.R. 3-84-20.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

WALK ON SUPPLEMENTAL AGENDA

29. RESOLUTION BY COUNCILMEMBER PARIS SUPPORTED UNANIMOUSLY –
Offering condolences to the family of Giuseppina (Pina) Gabbeart and requesting immediate effect.
30. ORDINANCE NO. 24-1826 – IN NEED OF INTRODUCTION
SYNOPSIS – “An Ordinance to amend the Streets, Sidewalks, and Other Public Places Chapter (Chapter 17) of the Code of Ordinance of the City of Dearborn by amending Article VI, Section 17-242 Entitled ‘Public Benefit Declared; Obligation of Property Owner’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance and have its first reading.

8/20/24
INTRO:
SAR
TABLE:
ENOS/ABR
9/5/24
NFT
9/19/24
TAKE FROM
TABLE:
HAM/ABR



LAW

AMENDED 8/15/24, 8/16/24 and 9/20/24

EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 24-1823

REQUEST: Amend the City’s “Tree Licensing Ordinance” – Code of Ord. Ch. 12, Art. XXIV

(A companion amendment is also being made to Sec. 17-242 that will require two readings)

DEPARTMENT: Law and Economic Development

BRIEF DESCRIPTION: In response to Council’s requests to amend the City’s Tree Ordinance, the following changes have been made:

- (1) Clarifying that insurance requirement is only for contractors hired to remove trees. (See Sec. 12-1103).
- (2) Clarifying that property owner can remove a tree from their own property, requires a permit for a tree 16 DBH or greater, and will be strictly liable for any property damage caused by their removal. (See Sec. 12-1104).
- (3) Removal of permit-review standards that address tree/canopy health and impact of tree removal on area (i.e., “arborist requirement”). (See Sec. 12-1104).
- (4) Addition of reference to zoning regulations for trees removed from commercial and industrial properties. (See Sec. 12-1104).
- (5) Tree fund language/requirements have been removed. (See Secs. 12-1101, 12-1104, 12-1107).
- (6) \$125 permit fee added. (See Sec. 12-1104).
- (7) City can replace/replant any tree removed from private property on public property and curb strip w/waiver for residents (i.e., curb strip or “easement”)
- (8) References to the “building department” changed to the “Department of Economic Development.”
- (9) Reduce penalty for violation to escalating civil infraction for first two offenses, misdemeanor for third violation committed within 12-month period. (See Sec. 12-1107).

PRIOR COUNCIL ACTION: Amendments were made to Sec. 12-1103 in February 2022

BACKGROUND: The proposed amendments are being made pursuant to Council requests from the 7/18/24 COW and 9/4/24 study session.

FISCAL IMPACT: Addition of fee for permit applications will cover administrative costs.

COMMUNITY IMPACT: Applicants for tree removal permits will not be required to replant removed trees or pay into tree fund.

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings (9/24/24 will be the second reading)

COMPLIANCE/PERFORMANCE METRICS: N/A



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

AMENDED 8/15/24, 8/16/24 and 9/20/24

TO: City Council

FROM: Corporation Counsel

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Amendments to Tree Licensing Ordinance

DATE: September 20, 2024
(Originally submitted 8/5/24, amended 8/15, 8/16, 9/20)

In response to Council's requests, the following changes have been made to the Tree Licensing Ordinance:

- 1) Insurance requirements only apply to contractors hired to remove trees. (See Sec. 12-1103).
- 2) Property owners can remove trees from their own property, require a permit for trees 16 DBH or greater, and will be strictly liable for any property damage caused by their removal. (See Sec. 12-1104(a), (e)(1)).
- 3) Removal of permit-review standards that address tree/canopy health and impact of tree removal on area (i.e., "arborist requirement"). (See Sec. 12-1104(f)(2), (3)).
- 4) Applicants must adhere to zoning regulations for trees removed from commercial and industrial properties. (See Sec. 12-1104(e)(2)).
- 5) Tree fund language/requirements have been removed. (See Secs. 12-1101, 12-1104, 12-1107).
- 6) \$125 permit fee added. (See Sec. 12-1104).
- 7) City can replace/replant any tree removed from private property on public property and curb strip w/waiver for residents (i.e., curb strip or "easement")¹
- 8) Penalty for violation has been reduced to an escalating civil infraction for first two offenses, misdemeanor for third violation committed within 12-month period. (See Sec. 12-1107).
- 9) References to the "building department" changed to the "Department of Economic Development."

¹ This requires amendments to Ord. Sec. 17-242, which are being brought forward and require two readings by council before they become effective.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

Respectfully submitted,

DocuSigned by:

Bradley Mendelsohn

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BRADLEY J. MENDELSON
Deputy Corporation Counsel

APPROVAL/CONCURRENCE:

DocuSigned by:

Jeremy Romer

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JEREMY J. ROMER
Corporation Counsel

DocuSigned by:

Jordan Twardy

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JORDAN TWARDY
Director, Economic Development

ATTACHMENT

AMENDED 8/15/24, 8/16/24 and 9/19/24
8/15/24 and 8/16/24 amendments in blue
9/19/24 amendments in green

ORDINANCE NO. 24-1823

**AN ORDINANCE TO AMEND ARTICLE
XXIV OF CHAPTER 12 OF THE CODE
OF THE CITY OF DEARBORN,
ENTITLED "TREE REMOVAL AND
FREPLACEMENT."**

THE CITY OF DEARBORN ORDAINS TO:

**Amend Chapter 12 of the Code of the City of Dearborn by amending Article XXIV
to read as follows:**

ARTICLE XXIV. - TREE REMOVAL AND REPLACEMENT

Sec. 12-1100. - Purpose.

Recognizing the city's status as a Tree City USA, the purpose of this article is to establish policies, regulations and standards necessary to ensure that the city will continue to realize the benefits provided by its urban forest.

However, nothing contained in this article shall be deemed to impose any liability upon the city, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant on his property or under his control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any street, park, boulevard, alley or public place within the city.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-1101. - Definitions.

Diameter at breast height (DBH) means the diameter in inches of the tree measured at four feet above the existing grade.

~~Tree replacement fund means a city fund established for maintenance and preservation of forest areas and the planting and maintenance of trees within the city.~~

(Ord. No. 09-1204, 2-2-09)

Sec. 12-1102. - Responsibility of enforcement.

Compliance with this article shall be enforced by the ~~mayerMayor~~, the ~~police department~~ Police Department, the ~~department of building and safety~~ Department of Economic Development, the ~~department of public works~~ Department of Public Works, ordinance enforcement officers, and other enforcement officers as the ~~mayerMayor~~ may designate.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-1103. – Removal of trees by third-party contractor; Licensing of tree removal contractors; permit required.

(a) *Required.* The removal of any tree with a DBH of ~~46~~ 12 inches or greater by a contractor, for hire, on any property without first obtaining a tree removal license shall be prohibited. A permit is also required pursuant subject to Sec. 12-1104.

(b) *Application.* Applications for a tree removal license shall be filed with the ~~city clerk~~ City Clerk and shall include the following information:

(1) The name of the corporation, partnership, LLC or individual, the address, trade name, and telephone number; and

(2) If the applicant is a partnership or LLC, the name, address and phone number of each member; and

(3) If the applicant is incorporated, the date and state of incorporation and the registered agent upon whom service of process is authorized to be made.

(c) *License fee.* The license fee, listed in Section 12-6 of this Chapter, must be paid before the license is issued.

(d) *Insurance.* As a condition of the issuance of a tree removal license, the applicant shall procure and maintain general liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence, or commercial general liability insurance endorsed to provide the equivalent of this coverage.

(Ord. No. 09-1204, 2-2-09; Ord. No. 22-1724, 2-8-22)

Sec. 12-1104. - Tree removal by property owner; permit required; review standards by zoning district.

(a) *Required.* The removal or relocation of any tree with a DBH of ~~46~~ 12 inches or greater on any property without first obtaining a tree removal permit shall be prohibited. A property owner may remove a tree located on their property subject to all applicable requirements of this article, including but not limited to the permit requirement of this section.

(b) *Fee.* ~~There shall be no fee for the permit process.~~ A non-refundable fee of \$125 shall be due at the time a permit application is submitted.

~~(c) Exemptions. Upon presentation of proof, the following are exempt from the permit requirement:~~

~~(1) A tree that is dead or dying; or~~

~~(2) A tree that is diseased; or~~

~~(3) A species of tree that has been identified as being infected with contagious, threatening diseases or infested with pests (e.g., ash trees).~~

~~(d)~~ (c) *Application.* Permits shall be obtained by submitting a tree removal permit application in a form provided by the ~~department of building and safety~~ Department of Economic Development, which will include the following information:

(1) The owner and/or occupant of the land on which the tree is located.

(2) A description of each tree to be removed, including diseased or damaged trees, and the location thereof.

~~(e)~~ (d) *Review procedures.* The ~~department of building and safety~~ Department of Economic Development shall review the applications for tree removal permits and may impose such conditions on the manner and extent of the proposed activity as are necessary to ensure that the activity or use will be conducted in such a manner as will cause the least possible damage, encroachment or interference with natural resources and natural processes within the affected area.

~~(f)~~ (e) *Review standards.* The following standards shall be used to review the applications for tree removal permits:

(1) In residential zoning districts, ~~The the tree has a DBH of 16 inches or greater. The protection and conservation of healthy, high quality trees is of paramount concern.~~

(2) In commercial and industrial zoning districts, an application for tree removal will be reviewed to determine if the tree has a DBH of 16 inches or greater, and shall be subject to the applicable regulations in the Zoning Ordinance, including but not limited to site plan review regulations.

~~—(2) The tree shall be evaluated for effect on the quality of the area of location, including tree species, habitat quality, health and vigor of tree, tree size and density. Consideration must be given to scenic assets, wind blocks and noise buffers.~~

~~—(3) The trees and surrounding area shall be evaluated for the quality of the involved area by considering the following:~~

~~—a. Tree species (including diversity of tree species).~~

~~—b. Tree size and density.~~

~~—c. Health and vigor of tree stand.~~

(4) (3) The removal of trees within the affected area shall be limited to instances:

a. Where necessary for the location of a structure or site improvement and when a reasonable and prudent alternative location for such structure or improvement can be demonstrated to create an undue hardship.

~~—b. Where removal or relocation of the tree is consistent with good forestry practices or if it will enhance the health of remaining trees.~~

(g) (f) The stumps of trees shall be removed to six inches below the surface of the ground. The removal of the stump shall take place within 90 days of the removal of the tree.

~~—(h) (g) Appeals.~~ Appeal of denial of a tree removal permit shall be brought before the director of the ~~department of building and safety~~ Department of Economic Development, who shall have authority to approve, reverse or modify such recommendations based upon the facts set forth in this article. Appeal shall be made within 21 days of the denial of the tree removal permit.

(i) (h) *Liability and safety standards.*

1) A property owner that removes a tree from their property without the use of a third-party contractor shall be strictly liable for any damage caused by the removal.

2) A property owner that removes a tree from their property shall do so in a manner that ensures the safety of people and property, including any nearby and/or neighboring private or public property.

(Ord. No. 09-1204, 2-2-09; Ord. No. 16-1561, 11-15-16)

Sec. 12-1105. - Emergency action.

A person may remove a tree 16 inches in DBH or greater without a permit if there is an emergency caused by the tree being in a hazardous or dangerous condition requiring immediate action for the safety of structures or human life. In such event, the ~~department of building and safety~~ Department of Economic Development shall be notified at the earliest opportunity in order to confirm the emergency situation. If the ~~department of building and safety~~ Department of Economic Development determines that the situation was not an emergency requiring immediate action, the person removing the tree shall be subject to the penalties outlined in section 12-~~1108~~ 1107.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-1106. - Replacement of trees.

~~(a) Replacement of other trees. Whenever a tree removal permit is issued for the removal of trees, such trees shall be relocated or replaced by the permit grantee. Tree replacement shall be done in accordance with the following: If the replacement trees are of at least two inches in DBH, but less than three inches in DBH, the permit grantee shall be given credit for replacing one tree. If the replacement trees are of at least three inches in DBH, but less than four inches in DBH, the permit grantee shall be given credit for replacing one and one-half trees. If the replacement trees are of at least four inches in DBH, the permit grantee shall be given credit for replacing two trees.~~

(a ~~b~~) *Replacement tree standards.* All replacement trees shall:

(1) Comply with the standards for landscape materials, section 5.04 of the zoning ordinance of the city.

(2) Be located on the same parcel of land on which the activity is to be conducted, ~~unless tree relocation or replacement is not possible on the same property on which the activity is to be conducted. Where tree relocation or replacement is not possible on the same property on which the activity is to be conducted, the permit grantee shall pay monies into the city tree fund for tree replacement within the city at the time a permit is applied for.~~

(b) *Tree replacement by the City.* Subject to the provisions of Chapter 17, Article VI of the Code of Ordinances, the City may replace and replant any tree removed from private property with a tree along and within the boundary lines of streets and public places within the City, and in front of or adjacent to lots or parcels abutting upon streets and public places. ~~on public property and within the curb strip (also referred to as the public easement) between the street and sidewalk~~ subject to the following:

(1) The owner of the property directly adjacent to the curb strip will have the option of selecting the species/type of tree(s) to be planted on the curb strip from the City's tree replacement inventory subject to availability.

- (2) The owner of the property directly adjacent to the curb strip may request that a tree not be planted in the curb strip by completing a form approved by the City and submitting it to the Director of the Department of Public Works, or their designee, before a tree is planted. If a tree is planted before the request is received, the tree may be removed and replanted at a different location eligible under this subsection at the property owner's expense.

(Ord. No. 09-1204, 2-2-09)

~~Sec. 12-1107. – Tree replacement fund.~~

~~—The city tree replacement fund is intended to provide for the off-site replacement of trees, to compensate for the loss of trees due to development, construction and inadequate safeguards during construction. This fund is to be used for the planting of trees in areas to be determined by the city, for public areas.~~

~~—Tree replacement shall be the reasonable cost incurred by the city for planting an appropriate replacement tree on public property.~~

(Ord. No. 09-1204, 2-2-09)

Sec. 12-~~1108~~ 1107. - Violations, penalties.

(a) A violation of this article ~~is hereby declared to be a misdemeanor.~~ shall be considered a civil infraction punishable by a civil fine of \$250.00, plus costs imposed by the court.

(b) For each tree removed in violation of this article, a separate penalty may be invoked.

(c) Increased fines shall be imposed for repeat violations of this article by a person, partnership, corporation or association as follows:

- (1) As used in this section, "repeat violation" means a violation committed within six (6) months of an admission or determination of responsibility for a violation of this article occurring upon the same property.
- (2) The increased penalty for a repeat violation shall be a civil fine of \$500 plus costs imposed by the court

(c) A third violation committed by the same person, partnership, corporation or association within a 12-month period shall be a misdemeanor punishable by up to 93 days in jail, a fine of up to \$500.00, or both.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-~~1109~~ 1108. - Injunctive relief.

Any activity conducted in violation of this article is declared to be a nuisance per se, and the city may commence a civil suit for an order abating or enjoining the violation.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-~~1110~~1109. - Stop-work order.

The city may issue a stop-work order or withhold issuance of a certificate of occupancy, permits or inspections until the sections of this article, including any conditions attached to a tree removal permit, have been fully met. Failure to obey a stop-work order shall constitute a violation of this article.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-~~1111~~ 1110. - Savings clause.

Should any word, phrase, paragraph or section of this article be declared to be unconstitutional or illegal by a court of competent jurisdiction, the remaining portions of this article shall remain unaffected.

(Ord. No. 09-1204, 2-2-09)

Sec. 12-~~1112~~1111. - Repeal.

All ordinances and parts of ordinances in conflict with this article are hereby repealed.

(Ord. No. 09-1204, 2-2-09)

Secs. 12-1113—12-1199. - Reserved.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 24-1826

REQUEST: Amend the “Public Tree Ordinance”, Code of Ord. Ch. 17, Art. VI, Sec. 17-242

(A companion amendment is also being made to the “Tree Licensing Ordinance”, Ch. 12, Art. XXIV, which has final reading on 9/24/24)

DEPARTMENT: Law and Department of Public Works

BRIEF DESCRIPTION: At Council’s request, a number of amendments have been made to the City “Tree Licensing Ordinance” in Ch. 12, Art. XXIV of the City Code. As a result of some of those changes, Ord. Sec. 17-242 must be updated.

Sec. 17-242 regulates the planting of trees along and within the boundary lines of streets, and in front of or adjacent to lots or parcels of land abutting upon streets (i.e., the curb strip or “easement”). It requires trees to be planted along the curb strip or easement, and mandates that residents directly adjacent to the curb strip pay for trees planted there.

This requirement is being amended in the “Tree Licensing Ordinance” to allow residents adjacent to the curb strip to waive the planting the planting requirement (See companion memo, Sec. 12-1106(b)).

PRIOR COUNCIL ACTION: Sec. 17-242 was adopted in 1981

BACKGROUND: The proposed amendments are being made in conjunction with amendments to the “Tree Licensing Ordinance”, Ch. 12, Art. XXIV of the Code.

FISCAL IMPACT: The requirement that residents pay for trees planted in the curb strip is being removed, so the City will be solely responsible for those costs. .

COMMUNITY IMPACT: Residents can waive the requirement to have trees planted in the curb strip directly adjacent to their property.

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings

COMPLIANCE/PERFORMANCE METRICS: N/A



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Corporation Counsel

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Amendments to “Public Tree Ordinance”

DATE: September 20, 2024

I. BACKGROUND FOR SEC. 17-242

Ord. Sec. 17-242 regulates the planting of trees within the curb strip or easement commonly located between the sidewalk and street. Under the ordinance, residents are required to plant trees in this area at their own expense. If the City plant trees in this area residents are required to pay for the planting. If residents fail to pay, that cost plus 10% gets added as a lien on the property. The ordinance was originally adopted in 1981.


II. WHY DOES SEC. 17-242 NEED TO BE AMENDED?

Sec. 17-242 must be updated to reflect proposed changes to the City’s “Tree Licensing Ordinance” (Ch. 12, Art. XXIV of the Code). Specifically, the addition of language to Sec. 12-1106 of the “Tree Licensing Ordinance” means that residents can waive the planting requirement for the curb strip (or easement) adjacent to their property and between the sidewalk and street.

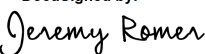
Since the waiver is being added to Sec. 12-1106, the mandatory planting requirement in Sec. 17-242 must be removed to avoid a conflict. In addition, language in Sec. 17-242 that requires residents to pay for the planting, or have it added as a tax lien with interest, is also being removed to reflect the City’s current practice of planting these trees at no cost to the resident adjacent to the curb strip.


A copy of the proposed amendment is attached for review.

Respectfully submitted,

DocuSigned by:

 4FEFF229CD984BA...
BRADLEY J. MENDELSON
 Deputy Corporation Counsel

APPROVAL/CONCURRENCE:

DocuSigned by:

 E7A573BA25E3460
JEREMY J. ROMER
 Corporation Counsel

DocuSigned by:

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TIM HAWKINS
 Director, Department of Public Works

ORDINANCE NO. 24-1826

**AN ORDINANCE TO AMEND CHAPTER
17, ARTICLE VI, SEC. 17-242 OF THE
CODE OF THE CITY OF DEARBORN,
ENTITLED "PUBLIC BENEFIT
DECLARED; OBLIGATION OF
PROPERTY OWNER."**

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 17, Article VI, Sec. 17-242 of the Code of the City of Dearborn by amending to read as follows:

Sec. 17-242. - Public benefit declared; obligation of property owner.

Planting and caring for trees and shrubs, or either of them, along and within the boundary lines of streets and public places in the city and in front of or adjacent to lots or parcels of land abutting upon streets and public places for the purpose of beautifying such streets and public places are hereby declared to be public improvements which benefit the lots and parcels of land abutting upon or adjacent to such streets and public places along which such trees and shrubs, or either of them, are planted. ~~Every owner of any such lot or parcel is hereby obligated to plant any such tree; provided, however, that if any such owner does not plant or pay for the planting of any such tree, and if the city plants or causes to be planted any such tree, the cost thereof, together with an additional ten percent of such cost for overhead, shall be chargeable to and paid for by the abutting owners of the land so improved and benefited, and shall be a charge~~ against and a lien upon such land.

(Ord. No. 81-140, § 1, 11-4-81)

REVISED

CITY CLERK, DEARBORN MI
2024 SEP 20 PM4:47

OFFICE OF THE 34TH CITY COUNCIL



To: City Clerk
From: City Council
Date: September 23, 2024
Subject: Sympathy Resolution

By Councilman Paris supported unanimously.

WHEREAS: The council has learned with sorrow of the passing of Giuseppina Gabbeart and;

WHEREAS: This departure at the dictation of Divine Providence constitutes an irreplaceable loss to the beloved family and numerous friends and neighbors: be it

RESOLVED: That the members of the 34th Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolences to the family of the deceased.

Next of kin: George Darany

Giuseppina Gabbart

DOB March 25, 1919
DOD: September 18, 2024





EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The 19th District Dearborn Hybrid DWI/Drug Treatment Court (HDDTC) is requesting authorization for the Finance Director to recognize and appropriate \$2,421.00 in grant award funding from the State Court Administrative Office (SCAO).

It is respectfully requested that Council authorizes the grant award with immediate effect.

DEPARTMENT:

19th District Dearborn Hybrid DWI/Drug Treatment Court (HDDTC)

BRIEF DESCRIPTION:

The 19th District Court applied for an additional funding reallocation grant request through the State Court Administrative Office (SCAO) on July 16, 2024 to fund our Hybrid DWI/Drug Treatment Court program through the end of fiscal year 2024. The grant fiscal year period is October 1, 2023 through September 30, 2024. There is no matching requirement.

PRIOR COUNCIL ACTION:

C.R. 11-563-23 accepted grants through State Court Administrative Office (SACO) in the amount of \$31,000 by the OHSP program and \$32,000 by MDCGP respectively. No City match required. Grant is used to support the 19th District Court Hybrid/HWI Drug Treatment Court (HDDTC).

BACKGROUND:

The SCAO grant for the Dearborn HDDTC requires quarterly expenditure claims that identified an unanticipated financial budget deficiency. The deficiency is a result of an increasing participant roster and increased treatment provider costs. The additional funding will allow the program to provide the necessary treatments/services through the remainder of the fiscal year.

FISCAL IMPACT:

There is no City matching requirement.



EXECUTIVE SUMMARY AND MEMORANDUM

- Grant award funds to cover increased expenses related to the regular operation of HDDTC.

COMMUNITY IMPACT:

- Funding will help to continue treatment services to growing number of participants, thereby reducing alcohol and substance abuse and promoting public safety.

IMPLEMENTATION TIMELINE:

Requesting immediate effect

COMPLIANCE/PERFORMANCE METRICS:

N/A



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Tim Attalla, Court Administrator
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Hybrid DWI/Drug Treatment Court SCAO Reallocation Grant Award–19th District Court
DATE: September 5, 2024

Budget Information

Adopted Budget: \$42,750
Amended Budget: \$0
Requested Amount: \$2,421

Funding Source: 19th District Court, Hybrid DWI/Drug Treatment Court, Intergovernmental Revenue, Federal, State, Other

Supplemental Budget: N/A

Summary of Request

The 19th District Court applied for an additional funding reallocation grant request through the State Court Administrative Office (SCAO) on July 16, 2024 to fund our Hybrid DWI/Drug Treatment Court program through the end of fiscal year 2024. The grant fiscal year period is October 1, 2023 through September 30, 2024. There is no matching requirement.

The 19th District Dearborn Hybrid DWI/Drug Treatment Court is requesting authorization for the Finance Director to recognize and appropriate \$2,421 in additional grant award funding from The State Court Administrative Office.

It is respectfully requested that Council authorizes the grant award with **immediate** effect.

Background and Justification

The SCAO grant for the Dearborn HDDTC requires quarterly expenditure claims that identified an unanticipated financial budget deficiency. The deficiency is a result of an increasing participant roster and increased treatment provider costs. The additional funding will allow the program to provide the necessary treatments/services through the remainder of the fiscal year.



EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

Signed by:

Rabih Mallah

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Rabih Mallah, 19th DC, Court Services Supervisor

Department Approval:

Signed by:

Tim Attalla

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Tim Attalla, 19th District Court Administrator

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Finance Director & Treasurer

Budget Approval:

Signed by:

Courtney Skora

5946C2CCA9C34A8...

Courtney Skora, Accountant II

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

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Jeremy Romer, Corporation Counsel



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Mr. Hujran Hamed is the owner of the property located at 1801 Canterbury St. The City is the owner of the adjacent lots 1787 Canterbury St and 1810 Canterbury St along the shared property line.

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION: The property owner wishes to remove the existing chain link fence and install a 6' semi private vinyl fence along this property line for a distance of approximately 140 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Mr. Hujran Hamed pays for all costs associated with its installation and removal of the existing chain link fence.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: N/A



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

FISCAL IMPACT: N/A

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE:

They have 6 months to complete work and inspections.

COMPLIANCE/PERFORMANCE METRICS:

Proper permitting processes / inspections will be followed to ensure compliance.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Economic Development Department

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Consent to Property Line Fence between 1801 Canterbury St and the adjacent City-owned lots 1787 Canterbury St and 1810 Canterbury St.

DATE: 08/26/2024

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request

Mr. Hujran Hamed is the owner of the property located at 1801 Canterbury St. The City is the owner of the adjacent lots 1787 Canterbury St and 1810 Canterbury St along the shared property line.

The property owner wishes to remove the existing chain link fence and install a 6' semi private vinyl fence along this property line for a distance of approximately 140 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Mr. Hujran Hamed pays for all costs associated with its installation and removal of the existing chain link fence.

Immediate effect is requested.



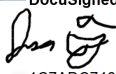
ECONOMIC
DEVELOPMENT

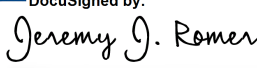
EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

Section 5-124 (b) of the Code of Ordinances states, "Such application shall indicate that it is being made with the joint approval and consent of the adjacent owners, and it shall be signed by such owners or their authorized representatives. The application shall further indicate the names of the respective owners of the adjacent lots or properties separated by such line fence." As such, the City of Dearborn is the adjacent property owner, thus requiring the approval of City Council.

Signature Page

DocuSigned by:

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Jordan Twardy
Economic Development Director

DocuSigned by:

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Jeremy J. Romer
Corporation Counsel



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Mr. & Mrs. Mozip Sabah Awadh & Sultan is the owner of the property located at 2147 Canterbury St. The City is the owner of the adjacent City-owned lots 2139 Canterbury St along the shared property line.

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION: The property owner wishes to remove the existing chain link fence and install 6 feet tall semi private vinyl fence along this property line for a distance of approximately 40 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Mr. & Mrs. Mozip Sabah Awadh & Sultan pays for all costs associated with its installation and removal of the existing chain link fence.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: N/A



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

FISCAL IMPACT: N/A

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE:

They have 6 months to complete work and inspections.

COMPLIANCE/PERFORMANCE METRICS:

Proper permitting processes / inspections will be followed to ensure compliance.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Economic Development Department
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Consent to Property Line Fence between 2147 Canterbury St and the adjacent City-owned lots 2139 Canterbury St.
DATE: 08/26/2024

Budget Information

Adopted Budget: N/A
Amended Budget: N/A
Requested Amount: N/A
Funding Source: N/A
Supplemental Budget: N/A

Summary of Request

Mr. & Mrs. Mozip Sabah Awadh & Sultan is the owner of the property located at 2147 Canterbury St. The City is the owner of the adjacent lots 2139 Canterbury St along the shared property line.

The property owner wishes to remove the existing chain link fence and install 6 feet tall semi private vinyl fence along this property line for a distance of approximately 40 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Mr. & Mrs. Mozip Sabah Awadh & Sultan pays for all costs associated with its installation and removal of the existing chain link fence.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

Section 5-124 (b) of the Code of Ordinances states, "Such application shall indicate that it is being made with the joint approval and consent of the adjacent owners, and it shall be signed by such owners or their authorized representatives. The application shall further indicate the names of the respective owners of the adjacent lots or properties separated by such line fence." As such, the City of Dearborn is the adjacent property owner, thus requiring the approval of City Council.

Signature Page

DocuSigned by:

A handwritten signature in black ink, appearing to read "Jordan Twardy".

9/12/2024

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Jordan Twardy
Economic Development Director

DocuSigned by:

A handwritten signature in black ink, appearing to read "Jeremy J. Romer".

9/12/2024

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Jeremy J. Romer
Corporation Counsel



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Salim Salim is the owner of the property located at 9571 Eagle Street. The City is the owner of the adjacent 9557 Eagle Street along the shared north east property line.

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION: The property owner wishes to remove the existing chain link fence and install a 6' private vinyl fence along this property line for a distance of approximately 65 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Salim Salim pays for all costs associated with its installation and removal of the existing chain link fence.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: N/A



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

FISCAL IMPACT: N/A

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE:

They have 6 months to complete work and inspections.

COMPLIANCE/PERFORMANCE METRICS:

Proper permitting processes / inspections will be followed to ensure compliance.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Economic Development Department
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Consent to Property Line Fence between 9571 Eagle Street and the adjacent City-owned lots 9557 Eagle Street.
DATE: 08/26/2024

Budget Information

Adopted Budget: N/A
Amended Budget: N/A
Requested Amount: N/A
Funding Source: N/A
Supplemental Budget: N/A

Summary of Request

Salim Salim is the owner of the property located at 9571 Eagle Street. The City is the owner of the adjacent 9557 Eagle Street along the shared north east property line.

The property owner wishes to remove the existing chain link fence and install a 6' private vinyl fence along this property line for a distance of approximately 65 linear feet, as shown on the attached plan.

The proposed fence complies with the City's fence ordinance and does not require any variances. The fence ordinance requires the consent of the adjacent property owner to the location and style of the fence.

The Economic Development Department recommends that the City consent to the installation of the property line fence, provided that Salim Salim pays for all costs associated with its installation and removal of the existing chain link fence.

Immediate effect is requested.



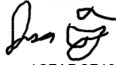
ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM


Background and Justification

Section 5-124 (b) of the Code of Ordinances states, "Such application shall indicate that it is being made with the joint approval and consent of the adjacent owners, and it shall be signed by such owners or their authorized representatives. The application shall further indicate the names of the respective owners of the adjacent lots or properties separated by such line fence." As such, the City of Dearborn is the adjacent property owner, thus requiring the approval of City Council.

Signature Page

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Jordan Twardy
Economic Development Director

DocuSigned by:

9/12/2024
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Jeremy J. Romer
Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Request for a street closure from 2pm-10pm on Monroe St between Michigan Ave and the alley adjacent to the parking lot at Garrison St and Monroe St for the grand opening event for Zo's Good Burger - West Dearborn on October 8, 2024.

DEPARTMENT: Economic Development and West Dearborn Downtown Development Authority (WDDDA)

BRIEF DESCRIPTION: The requesting departments request a street closure from 2pm-10pm on Monroe St north of Michigan Ave and the alley adjacent to for the grand opening event for Zo's Good Burger - West Dearborn on October 8, 2024.

It is also requested for City Council to waive the noise ordinance during the same event date.

PRIOR COUNCIL ACTION:

City Council has previously approved the closure of roads within the West Downtown area for similar events.

BACKGROUND:

Zo's Good Burger - West Dearborn (950 Monroe) is hosting a grand opening celebration on October 8, 2024 from 4pm-8pm. In order to create a safe and festive atmosphere for the grand opening celebration, it is requested to close Monroe St between Michigan Ave and the alley from 2pm-10pm in order to prepare the road for the festivities. The grand opening celebration will feature food, beverages, and a festive atmosphere for all attendees.

It is also requested for City Council to waive the noise ordinance during the same event date.

The Police Department, Fire Department, and Department of Public Works have all approved the event site plan and the subsequent street closure. The business will need to obtain barricades from the Department of Public Works and will be in charge of cleaning all public sidewalks and the adjacent road and alley following the event.



EXECUTIVE SUMMARY AND MEMORANDUM

FISCAL IMPACT:

The applicant will pay any necessary fees to the Department of Public Works for the use of barricades.

COMMUNITY IMPACT:

- Increased community vitality and vibrancy in the West DDDA
- Increases patronage to nearby businesses in the West DDDA
- Attracts varied visitors to Dearborn

IMPLEMENTATION TIMELINE:

Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS:

City staff evaluates the performance of events on an annual basis, including but not limited to: audience reach, attendance, sponsorships, social media, news media reach, and community surveys to ensure that the events are impactful.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Laura Aceves-Sanchez, Program Manager, Economic Development

VIA: Angela Fortino, Deputy Director, Economic Development

SUBJECT: Request for a street closure from 2pm-10pm on Monroe St between Michigan Ave and the alley for the grand opening event for Zo's Good Burger - West Dearborn on October 8, 2024.

DATE: September 24, 2024

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request

The requesting departments request a street closure from 2pm-10pm on Monroe St between Michigan Ave and the adjacent alley for the grand opening event for Zo's Good Burger - West Dearborn (950 Monroe St) on October 8, 2024.

It is also requested for City Council to waive the noise ordinance during the same event date.

Background and Justification

Zo's Good Burger - West Dearborn is hosting a grand opening celebration on October 8, 2024 from 4pm-8pm. In order to create a safe and festive atmosphere for the grand opening celebration, it is requested to close Monroe St between Michigan Ave and the adjacent alley from 2pm-10pm in order to prepare the road for the festivities. The grand opening celebration will feature food, beverages, and a festive atmosphere for all attendees.

It is also requested for City Council to waive the noise ordinance during the same event date.

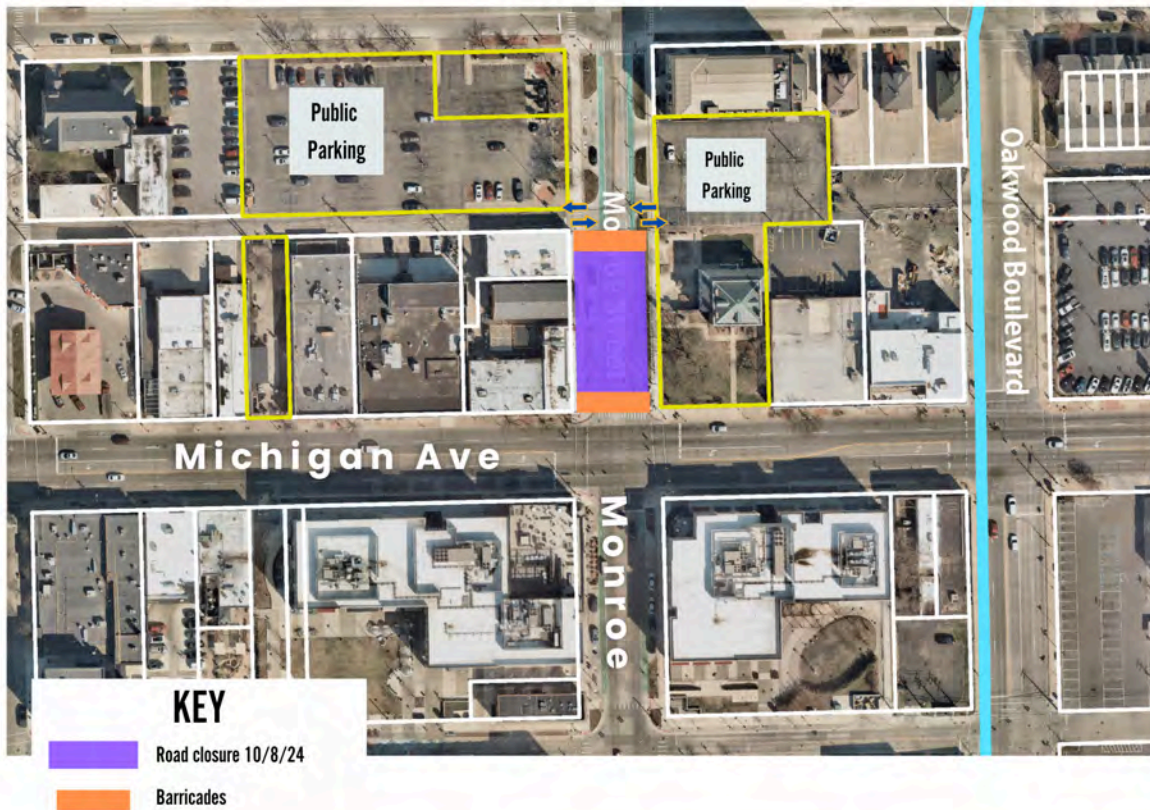


EXECUTIVE SUMMARY AND MEMORANDUM

The Police Department, Fire Department, and Department of Public Works have all approved the event site plan and the subsequent street closure. The business will need to obtain barricades from the Department of Public Works and will be in charge of cleaning all public sidewalks and the adjacent road and alley following the event.

Please see the approved site plans below for more event details:

Site Plan - Monroe St Road Closure




Monroe St - Temporary Closure on October 8, 2024 2pm-10pm



Signature Page

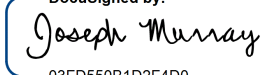
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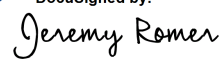
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Economic Development Director

DocuSigned by:

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Director of Public Works & Facilities

DocuSigned by:

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Police Chief

DocuSigned by:

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Fire Chief

DocuSigned by:

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Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Request for a street closure on West Village Drive between Howard St and Tenney St (in between the parking structures) for the PEACE Park 1 Grand Opening events on September 27, 2024

DEPARTMENT: Community Relations, Economic Development, and West Dearborn Downtown Development Authority (WDDDA)

BRIEF DESCRIPTION: The requesting departments request the closure and use of West Village Drive between Howard and Tenney, between the East and West Parking Structures, from 7am-10pm for the PEACE Park 1 Grand Opening events on Friday, September 27, 2024. Additionally, the departments request the closure and use of either the West or East parking structure on either side of the park on West Village Drive.

It is also requested for City Council to waive the noise ordinance during the same event date.

PRIOR COUNCIL ACTION:

City Council previously approved the closure of roads within the West Downtown area for similar events.

BACKGROUND:

The inauguration of PEACE Park 1 will take place on September 27, 2024 with a duo of events to showcase the park and its features to the community. From 4:00 - 6:00 PM, a private, formal showcase of the park will be held with Mayor Hammoud, elected officials, nearby business owners, and city stakeholders. Later, from 6:30 - 8:30 PM, both Peace Park 1.0 and the West Village Commons Plaza will open to the public with complimentary food and drink stations from surrounding DDA businesses. A strolling gallery highlighting Peace Park renderings and progress will be available during both events.

To protect pedestrian safety and accessibility between Peace Park 1.0 and West Village Commons during the event, it is requested for West Village Drive between Howard and Tenney to be temporarily closed between the entrance/exit points of the adjacent parking decks. This will ensure that guests can walk safely between the grand opening activities within PEACE Park 1.0 and any potential programming at West Village Commons Plaza.



EXECUTIVE SUMMARY AND MEMORANDUM

It is also requested for City Council to waive the noise ordinance during the same event date.

Additionally, the departments request the closure and use of either the West or East parking structures on either side of the park on West Village Drive to ensure that participants have adequate parking throughout the duration of the event. This is requested from 6 AM - 9 PM on September 27th. Only one structure will be utilized for the event, but permission to utilize both is requested in case of last minute mechanical or maintenance issues with the parking decks.

The Police Department, Fire Department, and Department of Public Works have all approved the event site plan and the subsequent street closure. There will also be one police detail present during the event and a litter crew will be scheduled to clean up after the event activities.

FISCAL IMPACT:

This event will be funded via sponsorship dollars, the Community Relations event budget, and the West Downtown Dearborn Development Authority budget.

COMMUNITY IMPACT:

- Increased community vitality and vibrancy through the inauguration of a new public space in the West Downtown area, PEACE Park 1
- Increases patronage to nearby businesses in the West DDDA
- Attracts varied visitors to Dearborn

IMPLEMENTATION TIMELINE:

Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS:

City staff evaluates the performance of events on an annual basis, including but not limited to: audience reach, attendance, sponsorships, social media, news media reach, and community surveys to ensure that the events are impactful.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Laura Aceves-Sanchez, Program Manager, Economic Development

VIA: Angela Fortino, Deputy Director, Economic Development

SUBJECT: Request for a street closure on West Village Drive between Howard St and Tenney St (in between the parking structures) for the PEACE Park Grand Opening on September 27, 2024

DATE: September 24, 2024

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request The requesting departments request the closure and use of West Village Drive between Howard and Tenney, in between the East and West Parking Structures from 7am-10pm for the PEACE Park opening date on Friday, September 27, 2024.

Additionally, the departments request the closure and use of the first 150 parking spots within both the West and East parking structure on either side of the park on West Village Drive

It is also requested for City Council to waive the noise ordinance during the same event date.

Background and Justification

The inauguration of PEACE Park 1 will take place on September 27 with a duo of events to showcase the park and its features to the community. From 4:00 - 6:00 PM, a private, formal showcase of the park will be held with Mayor Hammoud, elected officials, nearby business owners, and city stakeholders. Later, from 6:30 - 8:30 PM, both Peace Park 1.0 and the West Village Commons Plaza will open to the public with complimentary food and drink stations from surrounding DDA businesses. A strolling



EXECUTIVE SUMMARY AND MEMORANDUM

gallery highlighting Peace Park renderings and progress will be available during both events.

To protect pedestrian safety and accessibility between Peace Park 1.0 and West Village Commons during the event, it is requested for West Village Drive between Howard and Tenney to be temporarily closed between the entrance/exit points of the adjacent parking decks. This will ensure that guests can walk safely between the grand opening activities within PEACE Park 1.0 and any potential programming at West Village Commons Plaza.

It is also requested for City Council to waive the noise ordinance during the same event date.

Additionally, the departments request the closure and use of the first 150 parking spots within both the West and East parking structures on either side of the park on West Village Drive to ensure that participants have adequate parking throughout the duration of the event. This is requested from 6 AM - 9 PM on September 27th. Only one structure will be utilized for the event, but permission to utilize both is requested in case of last minute mechanical or maintenance issues with the parking decks.

The Police Department, Fire Department, and Department of Public Works have all approved the event site plan, including the subsequent street closures. There will also be one police detail present during the event and a litter crew will be scheduled to clean up after the Market activities.

Please see the approved site plans below for more event details:



EXECUTIVE SUMMARY AND MEMORANDUM

Site Plan - West Village Dr Road Closures



West Village Dr - Temporary Closure on September 27, 7am-10pm



Signature Page

DocuSigned by:

Alia Phillips

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Community Relations Director

DocuSigned by:

Don G...

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Economic Development Director

DocuSigned by:

Tim Hawkins

35BABC5BED3455...

Director of Public Works & Facilities

DocuSigned by:

Issa Shakin

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Police Chief

DocuSigned by:

Joseph Murray

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Fire Chief

DocuSigned by:

Jeremy Romer

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Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approve a contract for Rain Garden project management and construction services to Friends of the Rouge.

DEPARTMENT: Economic Development, in conjunction with Purchasing

BRIEF DESCRIPTION: The Economic Development Department is respectfully requesting the approval of a contract to Friends of the Rouge to provide review of project designs, and construction coordination and implementation for a number of Rain Gardens the City of Dearborn is planning through its Community Development Block Grant Disaster Recovery Program (CDBG-DR).

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The City of Dearborn is looking to do several large rain garden demonstration projects with a portion of its CDBG-DR funding. The locations of the rain gardens target heavy flooding areas in the northeast and southeast sections of the City. The City is currently identifying strategic locations and conducting site assessments in these heavy flood prone areas. The City is looking at locations in city parks, city-owned vacant land, and city-owned parking lots. Rain gardens are an inexpensive, simple to implement, and environmentally sound solution to urban stormwater runoff. The City of Dearborn desires assistance and program support for Disaster Recovery (DR) Rain Gardens Program. The selected contractor will help with the planning, design, construction, and implementation of these rain gardens.

FISCAL IMPACT:

The total requested amount is \$666,920. To be split - \$121,955 to the Rain Garden Planning and \$544,965 to the Rain Gardens Project.

COMMUNITY IMPACT:

The City's strategy with CDBG-DR funding is to either aid in expanding the stormwater system or aid in delaying stormwater into the stormwater system. The proposed CDBG-DR stormwater mitigation projects will delay or divert stormwater from entering the stormwater system when heavy rain and flooding events occur. Installing rain gardens will support the expansion of green infrastructure to mitigate potential flooding and to support overall greening in Dearborn.

IMPLEMENTATION TIMELINE:

The City intends to complete the project by December 2027.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS: Contract will be monitored by Economic Development for adherence to, and completion of, agreed upon deliverables to the satisfaction of the City.

There are three main components to the CPD Outcome Performance Measurement system:

Objectives: To delay and decrease the amount of stormwater entering into Dearborn’s stormwater system

Outcomes: The delay and decrease the amount of stormwater from entering into the Dearborn’s stormwater system therefore decreasing stormwater from entering basements.

Indicators: There are four common indicators that are relevant for most activities. The system requires the grantee to report on these data elements for nearly all program activities:

- ✓ \$666,920 will be the amount leveraged from Federal sources.
- ✓ 51,920 Individuals will be potentially impacted.
- ✓ 37,115 Low-to-Moderate Income individuals will be potentially impacted.
- ✓ For CDBG activities that benefit an area, the data reported for that activity will need to show the total number of persons served and the percentage of LMI individuals served. Race, ethnicity, disability data for activities that currently report these data elements.

Northeast and Southeast Dearborn Census Tracts		
Census Tract	Number of Individuals	Number of Low-to-Moderate Income Individuals
573300	4,100	2,750
573400	3,785	2,480
573500	4,760	3,480
573600	4,940	3,930
573701	2,190	1,355
573702	6,260	4,970
573800	4,770	3,895
573900	5,670	4,555
574000	4,965	3,620
574100	4,270	2,985
574202	2,700	900
574300	3,510	2,195
Totals	51,920	37,115



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Rain Garden Management and Construction
DATE: September 9th, 2024

Budget Information

Project: B24200 – Rain Gardens Planning CDBG-DR
 Total Approved Project Budget: \$200,000
 Available Project Budget: \$179,999
 Requested Amount: \$121,955
 Funding Source: General Capital Improvement Fund, Economic Development, Capital Project Support, Contractual Services

Project: B24201 – Rain Gardens Project CDBG-DR
 Total Approved Project Budget: \$1,137,340
 Available Project Budget: \$1,137,340
 Requested Amount: \$544,965
 Funding Source: General Capital Improvement Fund, Economic Development, Capital Project Support, Contractual Services

Summary of Request

The Evaluation Team, on behalf of the Economic Development Department, recommends the award of a contract to Friends of the Rouge to provide administration, planning, site assessment and design, construction, implementation, and public outreach for several large rain gardens the City is planning to construct. The total cost will be \$666,920.00. These services shall be charged to Project B24200 and Project B24201. The contract shall be valid through December 2027.

It is respectfully requested that Council authorize the award. The resulting contract shall not be binding until fully executed.

Background and Justification

The City of Dearborn is looking to do several large rain gardens projects with a portion of its Community Development Block Grant-Disaster Recovery (CDBG-DR) funding in targeted heavy flooding areas in northeast and southeast sections of the City. The City is currently identifying strategic locations and conducting site assessments in these heavy flood prone areas. The City is looking at locations in city parks, city-owned vacant land, and cityowned parking lots. Rain gardens are an inexpensive, simple to implement, and environmentally sound solution to urban stormwater runoff. The City of Dearborn desires assistance and program support for the Disaster Recovery (DR) Rain Gardens Program. The selected contractor will assist with the planning, design, construction, implementation, and teaching of rain garden courses.

Procurement Process

Purchasing solicited proposals with process details as follows:
 Process: Request for Proposal (RFP)



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Issue Date: May 21st, 2024
 Deadline Date: June 7th, 2024
 Vendors Solicited: 1,045
 Solicitations Obtained: 47
 Proposals Received: 2

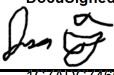
Evaluation Results


The proposal was evaluated in depth by the evaluation team. The evaluation criteria included: Experience, Qualifications, Capacity to Provide Full Scope, Work Plan and Timeline, and Cost. The results are as follows:

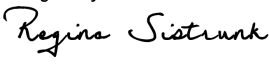
Respondent	Total Points
Friends of the Rouge	97
National Community Services	59


Friends of the Rouge was found to have submitted the most responsive and responsible proposal. The procurement process was in accordance with the Procurement Ordinance and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Voting Members:

DocuSigned by:

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 Jordan Twardy, ED Director

DocuSigned by:

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 Angela Fortino, ED Deputy Director

Signed by:

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 Regina Sistrunk, ED Compliance Officer

DocuSigned by:

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 Christopher Raschke, ED Grants Manager


Signed by:

 FF6AFFC9376A44E...
 Samir Deshpande, DPH Env Health Manager

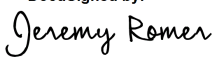
Resource Members:

Signed by:

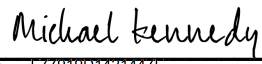
 5331B6CC832C4A8...
 Meryl McKeever, Accountant III

Signed by:

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 Jason Pich, Buyer

Corporation Counsel Approval:

DocuSigned by:

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 Jeremy J. Romer, Corp Counsel

Budget Approval:

DocuSigned by:

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 Michael Kennedy, Finance Director



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The Dearborn Fire Department is requesting acceptance of a recently awarded Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant Fire Prevention and Safety Grant (AFG-FPS). We are requesting the Finance Director to be authorized to recognize and appropriate revenue of \$132,266.66 in General Fund (Fire Department), including a city match amount of \$6,613.94. Also requesting the inclusion of the funded part time GIS/Analyst into the Fire Department staffing model.

The Fire Department is requesting immediate effect on this request to ensure compliance with grant timelines.

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION:

The Dearborn Fire Department was recently awarded a highly competitive FY2023 FEMA Assistance to Firefighters Grant (Fire Prevention and Safety) Award in the total amount of \$138,880. The federal portion of this grant is \$132,266.66 (95%) and the local match is \$6,613.94 (5%). This funding will be utilized to purchase sealed lithium ion battery operated smoke alarms and to fund a part time GIS/Analyst position in the Fire Department for two years.

PRIOR COUNCIL ACTION:

The Dearborn Fire Department Smoke Alarm Installation Program was established in 2016 with our first AFG-FPS Grant Award. City Council has continuously approved each AFG-FPS since that time to continue this program.

BACKGROUND

The Dearborn Fire Department recently applied for a highly competitive federal FEMA Assistance to Firefighters -Fire Prevention and Safety Grant (AFG). The Dearborn Fire Department was successful in their application and awarded a grant of \$138,880. The federal portion of this grant is \$132,266.66 (95%) and the local match is \$6,613.94(5%). These grant monies will be utilized to support the Dearborn Fire Department Smoke Alarm Installation Program and provides funding for purchase of smoke alarms and a part time GIS/Analyst for the Fire Department. To date the Dearborn Fire Department has installed 10-year life, lithium ion battery operated smoke alarms in over 2,600 households throughout Dearborn and Melvindale.

FISCAL IMPACT:

95% federal grant share: \$132,266.66

5% local match: \$6,613.94



EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

Roughly three out of every five fire deaths happen in homes with either no smoke alarms or no working smoke alarms. The risk of dying in a home fire is cut in half in homes with working smoke alarms. The Dearborn Fire Department Smoke Alarm Installation Program was established in 2016 after a series of fire fatalities in homes without working smoke alarms. Unfortunately, a recent fatal home fire which did not have working smoke alarms highlighted the continued need within our community.

IMPLEMENTATION TIMELINE:

The period of performance of this grant is two years

COMPLIANCE/PERFORMANCE METRICS:

The Fire Department will monitor the event and ensure compliance the terms and conditions of this grant.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Acceptance of FY23 FEMA Assistance to Firefighters Grant Award

DATE: August 27, 2024

Budget Information

Adopted Budget: N/A
Amended Budget: \$0
Requested Budget: \$138,880
Funding Source: Various, General Fund, Fire Department Accounts
Supplemental Budget: N/A

Summary of Request

The Dearborn Fire Department is requesting acceptance of a recently awarded Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant Fire Prevention and Safety Grant (AFG-FPS). We are requesting the Finance Director to be authorized to recognize revenue of \$132,267 and appropriate \$138,880 including 5% City match amount in General Fund (Fire Department). Also requesting the inclusion of a fully grant funded part time GIS/Analyst into the Fire Department staffing model.

Background and Justification

The Dearborn Fire Department recently applied for a highly competitive federal FEMA Assistance to Firefighters -Fire Prevention and Safety Grant (AFG). The Dearborn Fire Department was successful in their application and awarded a grant of \$138,880. The federal portion of this grant is \$132,266.66 (95%) and the local match is \$6,613.94(5%). These grant monies will be utilized to support the Dearborn Fire Department Smoke Alarm Installation Program and provides funding for purchase of smoke alarms and a part time GIS/Analyst for the Fire Department to assist in gathering and analyzing fire calls and high-risk areas throughout Dearborn and Melvindale. To date the Dearborn Fire Department has installed 10-year life, lithium-ion battery operated smoke alarms in over 2,600 households throughout Dearborn and Melvindale.



EXECUTIVE SUMMARY AND MEMORANDUM

The Fire Department is requesting immediate effect on this request to ensure compliance with grant timelines.

Signature Page

DocuSigned by:

Joseph Murray

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Joseph Murray

Fire Chief

DocuSigned by:

Jeremy Romer

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Jeremy Romer

Corporation Counsel

DocuSigned by:

Michael Kennedy

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Michael Kennedy

Finance Director

EXECUTIVE SUMMARY



Immediate Effect Requested

REQUEST: Approve use of CLEMIS computer system for FY25

DEPARTMENT: Fire Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Fire Department is requesting continued use of the CLEMIS mobile data computer system for FY25.

PRIOR COUNCIL ACTION: C.R. 8-405-23

BACKGROUND: The City's Fire Department is an active user of the CLEMIS program, which is run by Oakland County. The membership usage rates are based on the number of full-time users. The costs for the system are shared by all the users with the rates set by the CLEMIS Advisory Committee Board.

FISCAL IMPACT:

- \$48,200
-
-

IMPACT TO COMMUNITY:

- Low fiscal impact
 - Safety of citizens
-
-

IMPLEMENTATION TIMELINE: Immediate

COMPLIANCE/PERFORMANCE METRICS: Dearborn Fire Department staff will monitor compliance and function of system.



FIRE DEPARTMENT

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award for the Purchase of CLEMIS Membership and Maintenance Fees FY25
DATE: August 27, 2024

Budget Information

Adopted Budget: \$255,000
Amended Budget: \$
Requested Amount: \$48,200
Funding Source: General Fund, Fire, Professional Services, EDP Software Services
Supplemental Budget: N/A

Summary of Request

The Fire Department, in conjunction with Purchasing recommends the sole source purchase of membership and maintenance fees for the CLEMIS mobile data computer system for Fiscal Year 2025 from Oakland County, for \$48,200.

It is respectfully requested that Council authorize the purchase with immediate effect so that services can continue uninterrupted.

Background and Justification

The City's Fire Department is an active user of the CLEMIS program, which is run by Oakland County. The costs for the system are shared by all the users with the rates set by the CLEMIS Advisory Committee Board. Use of the CLEMIS program is essential for operations within the City's Fire Department. This year's annual cost is an increase of 3.0% over last year's cost of \$46,800.

This procurement is in accordance with Section 2-568 (6) b, Sole Source Procurement, of the Purchasing Ordinance, and all internal policies and procedures.

Prepared By:

DocuSigned by:

Jay Andrews

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Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:

Joseph Murray

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Joseph Murray, Fire Department Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Finance Director / Treasurer

Initial

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Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

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Jeremy Romer, Corporation Counsel



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend Sec. 4-23 of the Code of Ordinances, commonly referred to as the “Dog Licensing Ordinance.”*

*(A companion amendment is also being made to Sec. 12-6 to reflect the fee change for the license)

DEPARTMENT: Law and Clerk

BRIEF DESCRIPTION: The proposed amendment is being made to align with the recently approved animal shelter contract. The proposed changes do the following:

- Allow the animal shelter to accept applications for a dog license to align with paragraph #3 of the animal shelter contract, which authorizes the shelter to issue and collect license fees on behalf of the City.
- Create authority for a reduced application fee upon proof, submitted at the time of application, that the dog(s) is spayed/neutered (a companion amendment is also being made to Sec. 12-6 to reflect this revised fee).
- Add titles to subsections in the ordinance to make it more user friendly.

PRIOR COUNCIL ACTION: Sec. 4-23 was previously amended in 2023 to limit the number of dogs a person can own in the City to a total of three (3), with limited exceptions.

BACKGROUND: The recently approved animal shelter contract contains a provision that gives the shelter authority to issue and collect dog license fees on behalf of the City. The shelter will apply a credit against any City fees under the contract for the full amount of any license fee collected.

The proposed amendment is needed to give the shelter this authority under City Code.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Should streamline the license application process and allow residents to apply for a license at the same time they adopt and take possession of the dog.

IMPLEMENTATION TIMELINE: This is an ordinance amendment and takes two readings to be adopted.

COMPLIANCE/PERFORMANCE METRICS: N/A



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Corporation Counsel and Clerk

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Amending the City's Dog Licensing Ordinance, Sec. 4-23, to give the animal shelter authority to accept applications for dog licenses

DATE: September 9, 2024

I. BACKGROUND

The application process for a dog license in the City is regulated by Code of Ord. Sec. 4-23, commonly referred to as the "Dog License (or Licensing) Ordinance." Under the current Ordinance, only the City Clerk has authority to issue a dog license.

The recently approved contract with the animal shelter contains a provision giving the shelter authority to "issue and collect dog license fees on behalf of the City." The shelter will apply a credit against any City fees under the contract for the full amount of any license fee collected.

The proposed amendment is necessary to formally give the animal shelter authority to accept applications and issue licenses.

II. PROPOSED AMENDMENTS

The proposed amendments to Ord. Sec. 4-23 make the following changes:

1. Allow the animal shelter to accept applications for a dog license to align with paragraph #3 of the animal shelter contract, which authorizes the shelter to issue and collect license fees on behalf of the City.
2. Create authority for a reduced application fee upon proof, submitted at the time of application, that the dog(s) is spayed/neutered (a companion amendment is also being made to Sec. 12-6 to reflect this revised fee).
3. Add titles to subsections in the ordinance to make it more user friendly.

A copy of the revised Ordinance is attached for review, along with a copy of the executed animal shelter contract.

Respectfully submitted,

DocuSigned by:

Bradley Mendelsohn

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BRADLEY J. MENDELSON
DEPUTY CORPORATION COUNSEL



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

APPROVAL/CONCURRENCE:

DocuSigned by:

Jeremy Romer

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JEREMY J. ROMER
CORPORATION COUNSEL

Signed by:

GEORGE T. DARANY

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GEORGE DARANY
CITY CLERK

ORDINANCE NO. _____**AN ORDINANCE TO AMEND SECTION 4-23 OF CHAPTER 4 OF THE CODE OF THE CITY OF DEARBORN, ENTITLED "LICENSE REQUIRED; NUMBER OF DOGS ALLOWED."****THE CITY OF DEARBORN ORDAINS TO:**

Amend Chapter 4 of the Code of the City of Dearborn by amending Sec. 4-23 to read as follows:

Sec. 4-23. - License required; number of dogs allowed.

(a) *License required.* It shall be unlawful for any person to own, possess, keep or harbor a dog six (6) months old and over within the limits of the city without first having obtained a license therefor from the city clerk, and without first fully complying with all the provisions of this article and any and all rules and regulations promulgated and established by the health officer of the city relative to the keeping or harboring of dogs; provided, however, that all persons moving into, with the intention of permanently establishing their residence within, the corporate limits of the city and owning, keeping, harboring or possessing any dog or dogs six (6) months old and over shall apply forthwith to the city clerk for a dog license if the animal has not been licensed for the current year elsewhere in the state. If such animal has been thus licensed, such owner shall register such animal with the city clerk.

(b) *Application.* The application for a license under this article shall be made with the city clerk unless otherwise indicated, and shall be accompanied with proof that the dog has been vaccinated against rabies by a valid certificate of vaccination for rabies signed by an accredited and licensed veterinarian.

(1) *Application to animal shelter.* The application for a license under this article may also be made with the Friends for Animals of Metro Detroit (aka, "animal shelter") subject to the following:

- a. Application shall be made on forms approved by the city clerk.
- b. Application shall be accompanied with proof that the dog has been vaccinated against rabies by a valid certificate of vaccination for rabies signed by an accredited and licensed veterinarian, and payment of a nonrefundable fee identified in Section 12-6 of the Code of Ordinances.
- c. The city clerk or animal shelter shall provide a copy of the official license and, if applicable, license tag to the applicant subject to the terms and conditions of this Ordinance.

(2) *Fee reduction with proof of spay or neuter.* If the applicant provides proof that their dog has been spayed or neutered at the time of application, the reduced nonrefundable fee identified in Section 12/6 of the Code of Ordinances will be applied.

(c) *Number of dogs allowed.* It shall be unlawful for any person to own, possess, shelter, keep, harbor, or maintain more than three (3) dogs that are six (6) months of age or older at or within any one residence, dwelling, or legal property boundary, at any given time.

Exceptions to subsection (c).

(1) This provision shall not apply to duly licensed pet shops, kennels [Zoning Ord. Secs. 1.03 and 7.02(J)], veterinarians, veterinarian hospitals, doggie day cares, and/or boarding facilities.

(2) This provision shall not apply to short-term dog fostering at a residence, dwelling, or legal property boundary under the following conditions:

a. For the purposes of this subsection, “dog fostering” shall mean a situation where a person takes temporary ownership of a dog to provide care and shelter for the dog.

b. No more than two (2) dogs may be fostered at any one time, including in residence, dwelling, or legal property boundaries that already have three (3) dogs licensed under this section.

c. The length any one dog is fostered may not exceed three (3) months at any particular residence, dwelling, or legal property boundary.

d. Under this exception, all dogs at the residence, dwelling, or legal property, including the dogs being fostered, must be licensed under this section at all times.

e. Contact information of the agency that provided the fostered dog, including a contact name and phone number, shall be kept at the residence, dwelling, or legal property boundary and provided if requested by an enforcement official.

(3) This provision shall not apply to short-term dog sitting under the following conditions:

a. For the purposes of this subsection, “dog sitting” shall mean a situation where a dog is temporarily left at a residence, dwelling, or legal property boundary that is different from that of the dog’s owner or different from the address listed on the dog’s license.

b. The period of dog sitting under this exception shall not exceed seven (7) consecutive days.

c. Under this exception, no more than five (5) dogs shall be allowed at any one residence, dwelling, or legal property boundary.

d. Under this exception, the dog being temporarily placed for dog sitting purposes must be licensed under this section.

(d) **Penalty.** A person who violates this section shall be subject to the following penalties:

- (1) First violation shall be a civil infraction punishable by a fine of \$75.00.
- (2) Second violation shall be a civil infraction punishable by a fine of \$100.00.
- (3) Third and subsequent violations shall be a misdemeanor punishable by up to 93 days in jail, a fine of up to \$500.00, or a combination of both.

(e) **Appeals.** Appeals of any of the regulations of subsection (c) or of any administrative interpretations and decisions from those regulations shall be made to City Council as follows:

(1) Application for appeal. An appeal from the regulations of subsection (c) shall be made by filing with the Council Office a written notice of appeal specifying the grounds of the appeal and the relief sought. If an appeal is being made from an administrative interpretation or decision, application shall be made within 20 calendar days after the decision, ruling, interpretation, notice, or order complained of in the same manner.

An application for appeal shall be based on a claim of one or more of the following:

- a. That the true intent of the regulations in subsection (c) have been incorrectly interpreted;
- b. That the provisions of subsection (c) do not fully apply;
- c. That the requirements of subsection (c) are adequately satisfied by other means; or
- d. That the strict application of any requirements of subsection (c) would cause undue hardship;

(2) Scope and procedure of appeal. The appeal procedure is intended to provide limited relief from the requirements of subsection (c) in cases where strict application of a particular requirement shall create an unnecessary hardship. This procedure is intended to address extraordinary, exceptional, or unique situations that were not caused by an act or omission of the applicant. Relief is not to be granted merely on the basis of inconvenience or financial burden.

(3) Other than subsection (c), no other provisions of this section are appealable to Council.

(f) Subsections (c) and (e) shall take effect on April 1, 2024.

(Ord. No. 81-64, § 1, 11-4-81; Ord. No. 13-1407, 8-13-13; Ord. No. 22-1724, 2-8-22; Ord. No. 22- 1777, 10-25-22; Ord. No. 23-1795, 8-22-23)

FRIENDS FOR ANIMALS OF METRO DETROIT
AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

This Agreement for Animal Sheltering Services for City of Dearborn (the "Agreement") is made on 27 of August, 2024 between the Friends for Animals of Metro Detroit (the "Friends"), located at 16121 Reckinger Road, Dearborn, Michigan and the City of Dearborn (the "City"), located at 16901 Michigan Avenue, Dearborn, Michigan for the sheltering of stray, abandoned, or neglected animals from the City. The Friends and the City are each a "Party" and collectively are the "Parties" to this Agreement.

RECITALS

WHEREAS, the Friends and the City are Parties to a prior Agreement dated July 1, 2022, which expired on June 30, 2024 (See City Council Resolution No. 10-585-22) for the Operation and Administration of the Dearborn Animal Shelter, which includes serving as an Adoption Center for animal (dogs, cats, and other species) intake, education space, staffing facilities, and other shelter-related activities to encompass all of the Friends' services;

WHEREAS, the Friends and the City wish to enter into this Agreement, the term of which shall commence on July 1, 2024; and

THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Term; Termination; Cost.** The Parties agree that the term of this Agreement will be from July 1, 2024 to June 30, 2028 (the "Term"). This Agreement may be terminated for any reason or no reason by either Party upon ninety (90) days written notice. In consideration for all of the services provided by the Friends described herein, the City shall pay the Friends as follows:
 - a. July 1, 2024 – June 30, 2025: On a per animal fee of (\$279.55 per dog; \$248.75 per cat; \$82 all other species, and \$10 per day, exclusive of the statutory 4-day hold for unidentified animals).
 - b. July 1, 2025 – June 30, 2026: On a per animal fee of (\$287.94 per dog; \$256.22 per cat; \$84.46 all other species, and \$10.30 per day, exclusive of the statutory 4-day hold for unidentified animals).
 - c. July 1, 2026 – June 30, 2027: On a per animal fee of (\$296.58 per dog; \$263.91 per cat; \$86.99 all other species, and \$10.61 per day, exclusive of the statutory 4-day hold for unidentified animals).
 - d. July 1, 2027 – June 30, 2028: On a per animal fee of (\$305.48 per dog; \$271.83 per cat; \$89.60 all other species, and \$10.93 per day, exclusive of the statutory 4-day hold for unidentified animals).
2. **Sterilization; Cost Allocation.** The Parties agree that during the term of this Agreement any sterilization of dogs or cats shall be paid according to the following allocation:
 - a. City Share: 65% of average costs.
 - b. Friends Share: 35% of average costs.

FRIENDS FOR ANIMALS OF METRO DETROIT

AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

3. **City Dog License.** The City agrees that consistent with Code of Ordinance Secs. 4-23 and 12-6 and subject to Council approval, to authorize Friends to issue and collect dog license fees on behalf of the City. Friends agrees to apply a credit against City fees under this Agreement for the full amount of any license fee collected under this Agreement and to submit a bi-monthly report of dog licenses issued to the City Clerk.
4. **Amendments.** Any amendment to this Agreement shall be in written form and signed by both Parties.
5. **Insurance.** The Friends shall provide and keep in force during the term of this Agreement, the following insurance in not less than the amounts indicated:
 - a. **Commercial General Liability Coverage.** Commercial General Liability insurance coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn." The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
 - b. **Workers' Compensation Coverage.** At a minimum, Workers' Compensation insurance coverage as required by the State of Michigan law, Michigan statutory coverage, or evidence of a State issued exemption. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee. The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
6. **Services provided by the Friends.** The Friends shall take custody of all animals brought to the Shelter by the City of Dearborn Police Department and citizens of the community and shall provide animals shelter services to the City in accordance with the terms and conditions set forth herein:
 - a. The Friends will accept and only charge for stray and abandoned domestic animals (dogs and cats) as well as other species and/or wildlife from Dearborn residents, except in emergency situations. If animals from non-Dearborn residents are accepted during these emergencies, the City will not pay for those animals' costs of care. Further, if a stray and abandoned domestic animal or other species and/or wildlife is acquired by the Friends from a Good Samaritan, then the City will not pay for those animal's costs or care, unless the Friends is able to verify with a degree of certainty that the stray and abandoned animal(s) or other species and/or wildlife resides in Dearborn. The Friends shall provide a bi-monthly report of all stray and abandoned domestic animals as well as other species and/or wildlife acquired by Good Samaritan that includes its reasons why the Friends believe such animal(s) resides in Dearborn. The Friends shall display necessary signage visible to the public that

FRIENDS FOR ANIMALS OF METRO DETROIT

AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

informs them that identification will be required. Such animals shall be held in accordance with Michigan law and provided care and sheltering during the holding period. Domestic animals presented with some form of traceable identification (tag or microchip) will be held while attempts are made to contact the owner, as prescribed in Michigan law. A description of each animal shall be maintained in accordance with the Friends policy and procedure and in accordance with Michigan law. When engaging in all activities, the Friends shall fully comply with Chapter 4 of the Code of the City of Dearborn, entitled "Animals".

- b. Other non-domesticated animals, mammals, or reptiles brought to the Shelter by police personnel or resident shall be evaluated, released, or euthanized as necessary. If wildlife is to be sent to wildlife rehabilitation or another related facility, it shall be the responsibility of the Friends to facilitate the transportation to said facility. The Dearborn Police Department Animal Control agrees to provide transport to Lansing for deceased animals that require rabies testing when that animal is part of a bite case under investigation by the City. In the alternative, Animal Control shall send the specimen to Lansing via secured parcel, at a cost to the City.
- c. Assist the Dearborn Animal Control Officers/Police Department with documenting/data collection on behavior/ body condition/medical condition of animals being held for cruelty or neglect cases.
- d. Animals that are confiscated or recovered as evidence in a criminal investigation, cruelty investigation, court action, or safekeeping shall be held while awaiting resolution of the case. In such cases, if the animals require medical care and treatment, then the City will make reasonable efforts to collect restitution for the Friends from the animal's owner or perpetrator of the crime to help defray the cost of the additional care. The Friends shall obtain prior approval by the Chief of Police before excessive medical expenses not likely to be covered by the owner or by order of restitution are incurred. In cases where an animal is held in excess of 20 days, the Friends shall notify the Chief of Police on the 20th day that the animal remains in the Friends' custody. In the monthly reporting as required in Section 10 herein, the Friends shall provide a list of any animal that continues to be held in excess of 20 days. Upon receiving the list of animals held in excess of 20 days, the Chief of Police shall thereafter provide a monthly report with informational updates regarding the court case and anticipated disposition date.
- e. After the required hold period, the animal shall become the property of the Friends and the care for these animals will be solely the responsibility of the Friends and the animal shall be available for adopting out at the sole discretion of the Friends.
- f. The Friends shall have sole discretion in determining whether euthanasia is appropriate for any animal under the Friends care in accordance with Michigan Law, and in accordance with the Ford Motor Company Deed Restrictions that encumber the property at the Shelter.
- g. Dearborn residents that surrender their own animals shall be required to pay a set fee established by the City and the Friends. The care for these animals will be solely the responsibility of the Friends. The Friends will have the option to adjust or waive the fee if the resident is unable to pay the fee.

FRIENDS FOR ANIMALS OF METRO DETROIT

AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

- h. Animal Control Officers and Dearborn Police personnel shall have access to a designated overnight holding area located in the Shelter, after regular hours and as necessary to bring in animals after regular shelter hours. The Friends shall not prevent Animal Control Officers or Dearborn Police personnel from accessing designated facilities under this Agreement as appropriate. In emergency or urgent cases, Animal Control Officers and Dearborn Police personnel should transport the sick or injured animal(s) directly to a FAMD designated animal emergency clinic and notify FAMD staff that they are doing so as a result of the injury or condition of the animal(s) instead of contacting the Friends' emergency number and waiting for FAMD staff to respond.
 - i. In case of an emergency or as a result of a police incident outside of the City of Dearborn, the Friends agree to shelter impounded animals in support of any Dearborn Police Mutual Aid agreements. The Friends shall be immediately advised of the incident with the understanding that animal impounds from police incidents outside of the City of Dearborn are extremely rare, will be limited, and are considered on a case-by-case basis. The City shall provide the Friends with notification and contact information with respect to the investigator assigned to the case.
 - j. For any dog that is adopted by a Dearborn resident, the Friends shall require the new owner to complete necessary documentation and collect fees for the issuance of a dog license, in accordance with Chapter 4 of the Code of the City of Dearborn, entitled "Animals." The Friends shall deliver all supporting licensee documentation to the Dearborn City Clerk on a bi-monthly basis.
 - k. In case of overcrowding, the Friends shall ensure that all animals brought to the Friends by the City of Dearborn Police Department shall be provided shelter. In case of overcrowding, the Friends shall provide preferential treatment for animals brought in by the City of Dearborn residents.
 - l. Feral/stray cats trapped, seized, or taken by animal control shall be taken to the Shelter for proper assessment. Feral/Stray cats captured as a result of a nuisance situation in accordance with Chapter 4 of the Code of the City of Dearborn, entitled "Animals," shall not be released back into the same neighborhood as part of the Trap Neuter Release (TNR) program. The City and the Friends shall work together to resolve nuisance situations as they may arise.
 - m. The Friends must provide the City with a feral cat program plan and must implement such program upon approval by the City.
7. **Services provided by City.** The City will provide the following to the Friends:
- a. The City shall provide to the Friends written documentation pertaining to each animal taken to the Shelter. Documentation shall include a description of the animal, location where the animal was found or picked up, date and time the animal was picked up, owner name and contact information, if available, and any pertinent information that may help the Friends in the care or disposition of the animal, including the finder's name and contact information.

FRIENDS FOR ANIMALS OF METRO DETROIT

AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

- b. When an animal is brought in after hours, the officer is responsible to secure the animal in the proper holding cage, provide appropriate food and water, and any impound documentation related to the animals medical or behavioral disposition.
 - c. If the animal is sick or injured, the officer shall report to staff immediately and, if after hours, notify the emergency contact to make arrangements for (the) transport to the contracted emergency clinic.
 - d. Investigate claims of animal cruelty or neglect as reported to the Friends within the City.
 - e. Communicate with designated shelter staff in a timely manner of impending situations, whenever possible, that may result in multiple animal seizures or intake or involving animals that may require special care or housing.
 - f. Transport Rabies test specimens to testing facility.
 - g. The City assumes no liability for the conditions present at the Shelter. The Friends shall hold the City harmless for any conditions present at the Shelter.
 - h. The City will not charge the Friends any permitting fees or public safety service fees for support the fundraising event. This includes, but is not limited to, its annual "Pawchella" fundraising event.
 - i. The City shall be responsible for renting and maintaining live animal traps for residential use.
8. **Control.** The Friends shall provide supervision of its own employees and are responsible for the discipline and discharge of employees. The Friends shall promulgate Shelter Rules and Regulations for the day-to-day operation of the Shelter that comply with applicable state law and best practices for animal shelters. Such Rules and Regulations shall address policies relating to, but not limited to: Care, adoption, euthanasia, spaying and neutering of animals, and other day-to-day operational policies and procedures.
9. **Staffing.** The Friends shall provide and pay for the staffing and administration of the Shelter. The Friends agree to staff the Shelter, at a minimum, with one (1) full-time manager, one (1) full-time technician, and one (1) part-time technician. These employees shall be paid employees; the Friends shall be responsible for the salaries, workers' compensation insurance, health insurance, overtime costs, uniforms, and training of these employees. The Friends shall supplement the paid staff with properly trained volunteers.
10. **Bi-Monthly Reports.** The Friends shall provide written, bi-monthly reports to the Chief of Police which includes, but is not limited to: type of animal, date received, origin, nature of case, and disposition of animal. In its quarterly reports, the Friends shall also include information that contains the number of drop-offs to the Shelters and the City where they come from, and the number of Police Department pick-ups. Another separate report shall be provided to the Chief of Police on a monthly basis, which includes a summary of fees collected by the Friends for the issuance of dog licenses. The Friends shall identify one individual to act as

FRIENDS FOR ANIMALS OF METRO DETROIT
AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

liaison between the Shelter and the City for purposes of facilitating communication between the parties.

- 11. Multi-Member Committee.** The Parties agree to establish a multi-member committee that shall meet bi-monthly to advance discourse between the Parties, collaborate on animal welfare issues and programs, such as pet identification, campaigns, community drives, expanding the Feed Fido program, TNR, and non-animal related purchasing.

The Committee shall consist of no more than seven (7) members, with three (3) members appointed by the City, three (3) members appointed by the Friends, and one (1) member of the City Council. All City and City Council appointments shall be made consistent with Sec. 10.9 of the City of Dearborn City Charter.

- 12. Cash Receipts.** Except as otherwise provided in Section 3, all monies received by the Friends as a result of shelter operations, including, but not limited to: impounding fees, adoption fees, owner turn-in fees, euthanasia fees, and observation fees shall be retained by the Friends and shall be used in a manner consistent with the goals and objectives of the Friends organization. All donations and monies raised by the Friends through fundraising activities shall be retained by the Friends and shall be used in a manner consistent with the goals and objectives of the Friends organization.
- 13. Assignment.** This Agreement is not assignable or transferrable to any other party without the prior written consent of the non-transferring Party.
- 14. Notices.** All notices under this agreement shall be mailed via first class mail, return receipt required, or sent via express delivery to the signatories at the end of this Agreement. Such notice will be deemed effective when received.
- 15. Authority to Enter into Agreement.** The Friends has the authority to enter this Agreement and has advised its respective board of the provisions of this Agreement.
- 16. Entire Agreement.** The City and the Friends agree that this document constitutes the entire Agreement of the Parties with respect to the subject matter contained herein. Each Party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

FRIENDS FOR ANIMALS OF METRO DETROIT
AGREEMENT FOR ANIMAL SHELTERING SERVICES FOR THE CITY OF DEARBORN

FOR: FRIENDS FOR ANIMALS OF METRO DETROIT

Cory Keller

Cory Keller, President and CEO

8/27/24

Date

Address for notices: Friends for Animals of Metro Detroit
Attn: Cory Keller
16121 Reckinger Road
Dearborn, Michigan 48126

FOR: CITY OF DEARBORN

Abdullah H. Hammoud

Mayor Abdullah H. Hammoud.

Pursuant to C.R. No. 7-400-24

8/28/2024

Date

Address for notices: City of Dearborn Police Department
Attn.: Chief of Police
16099 Michigan Avenue
Dearborn, MI 48126

APPROVED:
DATE: *8/28/24*
Kimberly Pludebohn
DEARBORN CITY COUNCIL, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2024

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

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

PRODUCER The Dearborn Agency Inc. 22691 Michigan Avenue Dearborn MI 48124	CONTACT NAME: PHONE (A/C, No, Ext): 313-562-8373 FAX (A/C, No): 313-562-5371 E-MAIL ADDRESS: info@dearbornagency.com
INSURER(S) AFFORDING COVERAGE	
INSURED Friends for Animals of Metro Detroit, dba Dearborn Animal Shelter 16121 Reckinger Rd. Dearborn MI 48126	FRIEFOR-01 INSURER A : Westfield insurance Co. NAIC # 24112 INSURER B : The Cincinnati Insurance Company 10677 INSURER C : Accident Fund General Insurance Company 12304 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2072146560 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CWP1809667	7/18/2024	7/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			ENP 0237254	3/9/2024	3/9/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP 0237254	3/9/2024	3/9/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100045027	7/18/2024	7/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors and Officers			EMN 0420185	1/25/2023	1/25/2026	Aggregate Investigate Aggregate Excess Benefit 1,000,000 100,000 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT:
 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION- City Of Dearborn
 ADDITIONAL INSURED - CONTROLLING INTEREST
 ADDITIONAL INSURED - CONCESSIONAIRES TRADING UNDER YOUR NAME
 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
 ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
 ADDITIONAL INSURED - VENDORS
 See Attached...

CERTIFICATE HOLDER City of Dearborn 16901 Michigan Ave. Dearborn MI 48216	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: FRIEFOR-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY The Dearborn Agency Inc.		NAMED INSURED Friends for Animals of Metro Detroit, dba Dearborn Animal Shelter 16121 Reckinger Rd. Dearborn MI 48126	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
 ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED
 ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES
 ADDITIONAL INSURED - GRANTOR OF FRANCHISE
 Commercial Auto- ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION-THE CITY OF DEARBORN DEARBORN RECREATION & PARKS DEPARTM
 BUSINESS AUTO XC@(EXPANDED COVERAGE) ENDORSEMENT
 CG2404 Waiver of Subrogation

Workers Compensation- WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT City of Dearborn

The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn. The Policy includes a waiver of subrogation in favor of the City of Dearborn.

POLICY NUMBER: CWP 1809667

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF DEARBORN DEARBORN MI 481240000	Any Location as required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ACCIDENT FUND GENERAL INSURANCE COMPANY

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THE CITY OF DEARBORN

16901 MICHIGAN AVE

DEARBORN, MI 48126

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07/18/2024** Policy No. **AF WCP 100045027 03**
Insured **FRIENDS FOR ANIMALS OF METRO DETROIT**

Endorsement No.
Premium: **\$0**

Insurance Company **ACCIDENT FUND GENERAL INSURANCE COMPANY** Countersigned by _____

WC 00 03 13
(Ed. 4-84)



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend Sec. 12-6 of the Code of Ordinances for dog license fee

*(A companion amendment is also being made to Sec. 4-23)

DEPARTMENT: Law and Clerk

BRIEF DESCRIPTION: The proposed amendment is being made to update the licensing fee and align with proposed changes to Ord. Sec. 4-23. The changes to Sec. 12-6 do the following:

- Increase the license fee from \$10 to \$20
- Provide for decreased license fee of \$10 with proof that dog is spayed or neutered (proof must be provided at time of application under proposed amendments to Sec. 4-23)

PRIOR COUNCIL ACTION: Sec. 12-6 was previously amended in 2023 to add a \$3 processing fee for mailing the license and tag.

BACKGROUND: Most communities offer a reduced license fee for dogs that are spayed or neutered. An amendment making this and other changes to Sec. 4-23 is being presented as a separate item. Sec. 12-6 also needs to be amended to reflect the amended fee.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Increases the overall fee for a dog license and offers a discount for applicants that have their dog(s) spayed or neutered.

IMPLEMENTATION TIMELINE: This is an ordinance amendment and takes two readings to be adopted.

COMPLIANCE/PERFORMANCE METRICS: N/A



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Corporation Counsel and Clerk

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Amending Sec. 12-6 to increase the fee for a dog license and offer a reduced fee for applicants whose dog is spayed or neutered at the time of application.

DATE: September 9, 2024

I. BACKGROUND

Ord. Sec. 4-23 regulates the application process for dog licenses and is being amended to align with the recently approved animal shelter contract (See Executive Summary and Memo for Sec. 4-23).

One of the proposed amendments to Sec. 4-23 includes a reduced application fee for dogs that are spayed and neutered.

Ord. Sec. 12-6 establishes the fee for a dog license and must be amended to reflect the amended application fee.

II. PROPOSED AMENDMENTS

The proposed amendments to Ord. Sec. 12-6 make the following changes:

1. Increases the overall license fee from \$10 to \$20.
2. Provides a reduced fee of \$10 for dogs that are spayed or neutered.

A copy of the revised Ordinance is attached for review.

Respectfully submitted,

DocuSigned by:

Bradley Mendelsohn

4FEFF229CD984BA...

BRADLEY J. MENDELSON
DEPUTY CORPORATION COUNSEL



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

APPROVAL/CONCURRENCE:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

JEREMY J. ROMER
CORPORATION COUNSEL

Signed by:
GEORGE T. DARANY
A905BB7BAC464DC...

GEORGE DARANY
CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 12-6 OF CHAPTER 12 OF THE CODE OF THE CITY OF DEARBORN, ENTITLED "LICENSE FEES."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12 of the Code of the City of Dearborn by amending Sec. 12-6 to read as follows:

Sec. 12-6. - License fees.

The various businesses, trades, occupations or professions enumerated in this section shall pay a license fee as established in this schedule. Unless otherwise specified, the fee shall be on an annual basis. The fee for replacement of lost or duplicate licenses shall be half the annual fee, or \$40.00, whichever is less, unless otherwise indicated in this schedule.

Amusement	\$50.00
Apartment (ten or less units)	100.00
Apartment (more than ten units), per unit	10.00
Athletic club	100.00
Auctioneer (single-day)	25.00
Auctioneer (annual)	100.00
Automobile parts and accessories (new or used)	50.00
Awning erector	50.00
Bed and breakfast	300.00
Billiard room (each table)	10.00
Block party	25.00
Boiler operator, high-pressure	50.00
Boiler operator, low-pressure	40.00
Bowling alley	100.00
Building contractor	40.00
Building contractor registration	40.00
Building subcontractor registration	40.00
Card or game room	50.00
Carnival	300.00

Carnival deposit (for grounds cleanup)	1,500.00
Concrete contractor	50.00
Chief powerhouse stationary engineer	100.00
Christmas trees	150.00
Circus	300.00
Circus deposit (for grounds cleanup)	1,500.00
Coffeehouse	50.00
Concrete supplier	250.00
Distributor, vending machine	40.00
Distributor equipment, each machine; not amusement devices	20.00
Distributor, amusement device only	300.00
Dog, expires March 31	40.00 \$20.00, or \$10.00 for spayed or neutered dogs + 3.00 processing fee for mailing dog license and tag.
Drain layer contractor	50.00
Drive-in theater	600.00
Electrical contractor registration	40.00
Escrow license, type	40.00
Exhibitor (expires December 1)	75.00
Exhibitor equipment (each amusement device, expires December 1)	50.00
Explosives contractor	35.00
Fire repair contractor	50.00
Fire sale (30 days only)	75.00
Fire sale renewal (maximum of 2)	75.00
Flea market	250.00
Food establishment	140.00
31-50 seats	192.00
51-100 seats	237.00
101-150 seats	280.00
More than 150 seats	315.00
Satellites (each satellite)	85.00
Catering kitchen and/or commissary food	315.00
Food truck	200.00
Fuel oil truck	40.00
Garage sale	10.00

Garage sale (second sale)	15.00
Garage sale (third sale)	20.00
Garage sale (fourth sale)	25.00
Garage sale advertisement fee	10.00
Going-out-of-business sale (30 days only)	65.00
Going-out-of-business sale renewal (maximum of 2)	65.00
Golf course	500.00
Hauling vehicle, each vehicle	40.00
Hotel, per room	10.00
Junk dealer vehicle, each vehicle	40.00
Junkyard	200.00
Lodging or rooming house	35.00
Manager, motel, hotel, apartment, rooming house, coffee house, athletic club	50.00
Mechanical contractor registration (heating, cooling, ventilation, refrigeration)	15.00
Mechanical excavating and grading	50.00
Mechanical excavating and grading equipment, each	30.00
Motel, per room	5.00
Motor bus, 1 to 300 each	50.00
Motor bus, over 300, no further charge	n/c
Motor supply station	75.00
Motor vehicle for hire	50.00
Motor vehicle parts recycling	100.00
Moving contractor	200.00
Moving van, each vehicle	30.00
Nightclub and nightclub promoter	200.00
Plumbing contractor registration	40.00
Refrigeration contractor registration	40.00
Refrigeration operator, first class	60.00
Refrigeration operator, second class	50.00
Secondhand dealer	75.00
Sidewalk sale	35.00

Sign erector	50.00
Solicitor or vendor	50.00
Stationary engineer, first class	95.00
Stationary engineer, second class	85.00
Stationary engineer, third class	75.00
Stationary engineer/facilities engineer	100.00
Tank installer	50.00
Taxicab, expires June 30	100.00
Taxicab driver	25.00
Tent erector	50.00
Theatre	150.00
Tobacco	500.00
Transient merchant, first 30 days or less	250.00
Transient merchant renewal, each additional 30 days in one year	100.00
Tree removal	50.00
Turbine and reciprocating engineer operator	50.00
Used motor vehicle lot	200.00
Valet parking	300.00
Vendor vehicle	150.00
Welder	30.00

(Ord. No. 81-25, § 5, 6-2-81; Ord. No. 81-192, 12-1-81; Ord. No. 81-192, 12-1-81; Ord. No. 82-214, 3-16-82; Ord. No. 82-214, 3-16-82; Ord. No. 82-233, 6-15-82; Ord. No. 84-308, 7-3-84; Ord. No. 85-333, 8-6-85; Ord. No. 85-337, 9-17-85; Ord. No. 89-441, 2-21-89; Ord. No. 90-479, 2-6-90; Ord. No. 95-633, 4-18-95; Ord. No. 96-670, 5-21-96; Ord. No. 96-685, 10-10-96; Ord. No. 98-741, 10-20-98; Ord. No. 05-1040, 6-6-05; Ord. No. 06-1113, 12-18-06; Ord. No. 10-1280, 6-21-10; Ord. No. 11-1323, 5-16-11; Ord. No. 17-1590, 8-15-17; Ord. No. 19-1641, 1-29-19; Ord. No. 19-1650, 5-21-19; Ord. No. 22-1724, 2-8-22; Ord. No. 22-1725, 1-25-22)



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Request to secure a third-party administrator for the City's General Liability and Casualty insurance from The ASU Group for a three-year period for \$15,000 per year, on an as-needed basis.

DEPARTMENT: Law, in conjunction with Purchasing

BRIEF DESCRIPTION: The City does not currently have a third-party administrator ("TPA") for its General Liability and Casualty insurance. Similar to the services provided by the City's Workers' Compensation TPA (Comp One), the request is for a TPA to provide full-service claim handling and support, including claim reporting, related to its General Liability and Casualty insurance, which experiences the highest number and potentially most expensive claims.

PRIOR COUNCIL ACTION: The City's current contract and annual premium with Nickel & Saph, Inc. Insurance Agency includes a \$2,000 retainer for claims investigation services with ASU

BACKGROUND: The TPA will provide full-service claim handling and support, prepare all claim and loss reports in accordance with applicable laws and regulations, conduct investigations, arrange for medical specialists, notify excess insurance carries and handle all necessary reporting requirements, assist in preparing the defense of litigated cases, pursuing subrogation, provide an online claim system, and review loss trending data. Additionally, the use of a TPA for claims handling and reporting will assist the City in obtaining insurance policies.

FISCAL IMPACT:

\$15,000 annually, pending future FY budgets. The cost requested is based on previous years' claim history with a cost of around \$13,000

IMPLEMENTATION TIMELINE: July 1, 2024.

COMPLIANCE/PERFORMANCE METRICS: The Law Department will manage this contract.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Request to secure third-party administrator (“TPA”) for the City’s General Liability and Casualty insurance from The ASU Group

DATE: September 4, 2024

Budget Information

Adopted Budget:	\$50
Amended Budget:	\$50
Requested Amount:	\$15,000 annually for three years, on an as-needed basis
Funding Source:	Fleet & General Liability Insurance, Law Department, Risk Management, Professional Services, Other Professional Services
Supplemental Budget:	Fleet & General Liability Insurance, Law Department, Risk Management, Professional Services, Legal Fees

Summary of Request

The Law Dept. recommends authorizing a contract with The ASU Group for the City’s General Liability and Casualty insurance for a three-year period for \$15,000 per year. This contract was procured through a competition exception because of the specialized professional legal services required.

It is respectfully requested that Council authorizes the award with immediate effect, contingent upon satisfactory performance by the provider. The resulting contract shall not be binding until fully executed.

Background and Justification

The City’s General Liability and Casualty insurance experiences the highest number and potentially most expensive claims. The TPA will provide full-service claim handling and support, prepare all claim and loss reports in accordance with applicable laws and regulations, conduct investigations, arrange for medical specialists, notify excess insurance carries and handle all necessary reporting requirements, assist in preparing the defense of litigated cases, pursuing subrogation, provide an online claim system, and review loss trending data. Additionally, the use of a TPA for claims handling and reporting will assist the City in obtaining insurance policies.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky
Mark Rozinsky, Purchasing Manager

Budget Approval:

DocuSigned by:
Michael Kennedy
Michael Kennedy, Finance Director/Treasurer

Initial
MD

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
Jeremy J. Romer, Corporation Counsel

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION

DATE: SEPTEMBER 12, 2024

Pursuant to City Charter Sections 10.9 and 10.20, the Mayor shall appoint members of the Library Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Cheryl Hawkins
Status: New Appointment
Current Term Ending: N/A
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2027
Attendance: N/A
Phone: (313) 418-5483
Email: hawkinscheryl701@gmail.com
Mailing Address: 21556 Edison, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION
DATE: SEPTEMBER 12, 2024

I hereby certify that the following appointment has been made to the Library Commission in accordance with City Charter Sections 10.9 and 10.20.

See C.R. ___ *Insert the CR that confirmed this appointment* ___

Name: Cheryl Hawkins
Status: New Appointment
Current Term Ending: N/A
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2027
Attendance: N/A
Phone: (313) 418-5483
Email: hawkinscheryl701@gmail.com
Mailing Address: 21556 Edison, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department



Dearborn Commissions Application

Submission Date

September 12 2024

First Name

Cheryl

Last Name

Hawkins

Phone

+13134185483

Email

Hawkinscheryl701@gmail.com

Home Address

21556 Edison Street, Dearborn, MI, USA

Years of Residency in Dearborn

41 years

Occupation

Retired - Previous position, Executive in Higher Education

Company

Schoolcraft College

Length of Service

24 years full-time

Business Address

na

Business Telephone Number

na

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

Walden University, 2014

Commissions & Boards

Library Commission

Why do you want to join the environmental commission? What environmental issues are of greatest concern for you?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

Development Centers, Board Chair & Board Member, 2014 -2023 MISide Community Impact Network, Board Co-Chair, 2023 - Present MISide MI-Wealth Pillar, Member, 2023 - Present MISide Governance Committee, Co-Chair, 2023 - Present MISide Finance Committee, Member, 2023 - Present City of Dearborn Charter Commission, 2021 - 2024 Schoolcraft College, Emeritus

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX CHawkins_Bio_9....docx

Submitted on September 12 2024

 monday.com

Cheryl Hawkins, PhD

Biography Statement

I started my career as an occupational therapist working with emotional impaired children who resided in a hospital setting. After 11 years I moved to Michigan Health Care Corporation (MHCC), as the Director of Rehabilitative Services, where we offered occupational, music, and recreational therapy services for children, adolescents and young adults. While at MHCC I had the opportunity to move into other administrative positions, such as, Director of Ancillary Support Services (Medical Records, Quality Improvement Utilization Review areas), and Interim Hospital Administrator. My career path ended at Schoolcraft College where I moved from a part-time instructor to a full-time faculty member, then Associate Dean of Liberal Arts to Dean of Liberal Arts and Sciences, and finally as their Vice President and Chief Academic Officer. Since retiring I was awarded Emeritus status at the College.

After 43 years in the various service arenas, a few of my accomplishments included: provided effective occupational therapy services to children served, mentored occupational therapy students interested in working in the mental health field, and implemented continuous quality improvement initiatives to strengthen the quality of care provided to our patients. At Schoolcraft, spearheaded their accredited Occupational Therapy Assistant program, worked with faculty to create the College's first General Education quality initiative, created new educational opportunities to meet the needs of our changing student population, managed a forty-seven-million-dollar budget, and successfully spearheaded the College's accreditation initiative resulting in a seven-year accreditation with no recommendations for follow-up activities.

I served on the Development Centers, Inc. Governing Board in various positions: member, vice president, governing board chair and board chair. I actively participated in the due diligence work with Southwest Solutions and Development Centers as they merged to create MISide Community Impact Network. I now am co-chair of this Board, co-chair of the Governance Committee, and a member of the Finance and Audit and MI Wealth Committees. In addition, I was elected to serve on Dearborn City's Charter Commission, a three-year term, where we reviewed and proposed a revised City's Charter.

I received a Bachelor of Science degree from Eastern Michigan University, a Master's degree from Wayne State University and a doctorate from Walden University.



OFFICE OF THE MAYOR
CITY OF DEARBORN

ABDULLAH H. HAMMOUD
MAYOR

August 27, 2024

To: City Council

From: Abdullah H. Hammoud, Mayor

Date: August 27, 2024

Request: To Rename Hubbard West, Hubbard East, Historical Offices And Rotunda Gallery at the Henry Ford Centennial Library Pursuant to C.R. No. 3-84-20

Introduction:

Dearborn is a city that champions inclusivity, diversity, and respect for all residents. In pursuit of these values, we propose renaming the following city spaces to honor exceptional community members who have made lasting contributions:

- **Hubbard West:** Renamed in honor of former Mayor John B. O'Reilly, Jr.; whose decades of public service and family legacy have significantly impacted Dearborn.
- **Hubbard East:** Renamed to recognize Suzanne Sareini, the first Arab-American elected to the Dearborn City Council, who served with distinction for 24 years.
- **Historical Offices:** Renamed in honor of Jack Tate, Chief Curator of the Dearborn Historical Museum, whose dedication to preserving Dearborn's history and enhancing its cultural landscape is exemplary.
- **Rotunda Gallery at the Henry Ford Centennial Library:** Renamed to celebrate the artistic legacy of Emma Jean Woodyard, a driving force in Dearborn's vibrant arts community.

By renaming these city spaces, we take a significant step towards honoring the exceptional individuals who embody the best of Dearborn. These actions reaffirm our commitment to equality, respect, and a future where all residents feel valued and represented.



OFFICE OF THE MAYOR
CITY OF DEARBORN

ABDULLAH H. HAMMOUD
MAYOR

We request your support for these proposed dedications, which will ensure that our city's public spaces authentically reflect the diverse and vibrant community we are today.

Background:

The current namesakes of Hubbard East and Hubbard West, former Mayor Orville Hubbard, held office during a period when segregationist policies were enacted, which are incompatible with Dearborn's commitment to inclusion. Renaming these spaces aligns them with our values and honors those who have actively contributed to a more inclusive community.

The Historical Offices and Rotunda Gallery currently lack names that reflect their significance and the individuals who have shaped them. Renaming these spaces provides an opportunity to recognize the invaluable contributions of Jack Tate and Emma Jean Woodyard, ensuring their legacies are celebrated and remembered.

Infrastructure:

These changes will require updates to signage and informational materials. We are committed to minimizing disruption and believe the investment is justified to create a more welcoming and representative public landscape that reflects the diversity and achievements of our community.

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...
Jeremy Romer

Corporation Counsel

Signed by:
Abdullah H. Hammoud
C2273A9885B2455...
Abdullah H. Hammoud

Mayor



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Cooperative Purchasing of Illuminated Stop Signs and Beacon systems from Tapco

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to purchase Traffic Calming Materials including rectangular rapid beacon systems and illuminated stop signs, through a Cooperative Contract with Tapco. This will be a one-time purchase.

PRIOR COUNCIL ACTION:

CR 8-434-24 authorizing the Finance Director to recognize and appropriate grant funds in the amount of \$3,166,700 for implementing initiatives to promote health and safety for Dearborn, including public safety projects.

BACKGROUND:

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.
2. Traffic calming initiatives designed to reduce vehicle speeds near parks, schools, and other high volume traffic areas that are utilized by multiple road users.

FISCAL IMPACT: \$253,536

COMMUNITY IMPACT:

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.

Products purchased through Tapco are designed to increase safety for all road users at intersections and reduce crashes. This includes illuminated solar-powered stop signs that draw greater attention to road users. Illuminated stop signs reduce instances of stop signs being disregarded due to driver distraction or not being noticed. Rectangular rapid flashing beacon systems will also improve pedestrian crossings at locations where there is not a traffic light.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

RRFBs are push-button activated and warn drivers when pedestrians are in or about to approach a crosswalk. The availability of safer crosswalks is expected to reduce high-risk pedestrian behaviors such as jaywalking. Drivers are expected to approach high visibility crosswalks at lower speeds and with greater prudence.

Tapco will also provide signage and posts for other traffic calming projects such as speed humps and raised crosswalks.

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon council approval.

COMPLIANCE/PERFORMANCE METRICS: The Police Department and DPWF will manage the receipt of material.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Cooperative Purchasing of traffic calming products from Tapco
DATE: September 17, 2024

Budget Information

Project:	X02425 - Traffic Calming
Total Approved Project Budget:	\$592,649
Available Project Budget:	\$592,649
Requested Amount:	\$253,536
Funding Source:	General Capital Improvement Fund, Police, Capital Project Support, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a purchase via a cooperative contract for Tapco for Traffic Calming Materials. The value of the contract is not-to-exceed \$253,536. This will be a one-time purchase.

It is respectfully requested that Council authorize the cooperative contract purchase. Immediate effect is requested in order to expedite the order.

Background and Justification

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.
2. Traffic calming initiatives designed to reduce vehicle speeds near parks, schools, and other high volume traffic areas that are utilized by multiple road users.

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the Omnia Partners cooperative program. Omnia's contract # 2020-200 was selected following a review of the procurement process to verify it is consistent with City's process, as well as the pricing to confirm it provides good value to the City

Prepared By:

DocuSigned by:
Mark Rozinsky
D17FE0C142E34C3...
Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Issa Shahin
1053E1C7365A436...
Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...
Michael Kennedy, Treasurer & Finance Director

Initial
MM

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A873BA28E3460...
Jeremy J. Romer, Corporation Counsel



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Cooperative Purchasing of Radar Feedback Signs from Traffic Logix

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to purchase Traffic Calming Materials including speed radar feedback display signs, through a Cooperative Contract with Traffic Logix. This will be a one-time purchase.

PRIOR COUNCIL ACTION:

CR 8-434-24 authorizing the Finance Director to recognize and appropriate grant funds in the amount of \$3,166,700 for implementing initiatives to promote health and safety for Dearborn, including public safety projects.

BACKGROUND:

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.
2. Traffic calming initiatives designed to reduce vehicle speeds near parks, schools, and other high volume traffic areas that are utilized by multiple road users.

FISCAL IMPACT: \$177,060

COMMUNITY IMPACT:

The grant funding will help advance Dearborn residents' public health across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Speed radar display signs purchased from Traffic Logix will increase driver awareness of speeds. The signs are designed to alert drivers of their speed and include custom texts, animated graphics, and integrated strobe lights. This is intended to bring a distracted driver's attention back to their speed. The signs will be deployed on residential city streets with the highest traffic volumes where speeding has been a concern. The signs are solar-powered and semi-permanently mounted on posts. The radars also collect traffic related data that can further enhance other traffic calming efforts.

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon council approval.

COMPLIANCE/PERFORMANCE METRICS: The Police Department will manage the receipt of material.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Cooperative Purchasing of traffic calming products from Traffic Logix
DATE: September 17, 2024

Budget Information

Project:	X02425 - Traffic Calming
Total Approved Project Budget:	\$592,649
Available Project Budget:	\$592,649
Requested Amount:	\$177,060
Funding Source:	General Capital Improvement Fund, Police, Capital Project Support, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a purchase via a cooperative contract for Traffic Logix for Traffic Calming Materials. The value of the contract is not-to-exceed \$177,060.00. This will be a one-time purchase.

It is respectfully requested that Council authorize the cooperative contract purchase. Immediate effect is requested in order to expedite the order.

Background and Justification

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the Sourcewell cooperative program. Sourcewell's contract #070821-LGX was selected



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

following a review of the procurement process to verify it is consistent with City's process, as well as the pricing to confirm it provides good value to the City

Prepared By:

DocuSigned by:
Mark Rozinsky
D17FE0C142E34C3...
Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Issa Shahin
1052E1C7585A436
Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
E77919D1421447F
Michael Kennedy, Treasurer & Finance Director

Initial
MM

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3480
Jeremy J. Romer, Corporation Counsel

EXECUTIVE SUMMARY



IMMEDIATE EFFECT REQUESTED

REQUEST: Approve use of CLEMIS computer system for FY24

DEPARTMENT: Police

BRIEF DESCRIPTION: The Police Department is requesting continued use of the CLEMIS mobile data computer system for FY25.

PRIOR COUNCIL ACTION: C.R. 7-345-23

BACKGROUND: The City's Police Department is an active user of the CLEMIS program, which is run by Oakland County. The membership usage rates are based on the number of full-time equivalent sworn officers at each agency. The costs for the system are shared by all the users with the rates set by the CLEMIS Advisory Committee Board.

FISCAL IMPACT:

- \$167,510
-
-

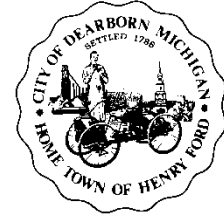
IMPACT TO COMMUNITY:

- Low fiscal impact
 - Safety of citizens
-
-

IMPLEMENTATION TIMELINE:

Service to continue uninterrupted.

COMPLIANCE/PERFORMANCE METRICS: Dearborn Police staff will monitor compliance and function of system.



FINANCE DEPARTMENT - PURCHASING DIVISION

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud.

SUBJECT: Sole Source Purchase of Membership and Maintenance Fees for the CLEMIS Mobile Data Computer System Program for FY25

DATE: August 27, 2024

Budget Information

Adopted Budget: \$387,532

Amended Budget: \$387,532

Requested Amount: \$167,510.88

Funding Source: General Fund, Police Admin, Public Safety, Professional Services, EDP Software Service

Supplemental Budget: N/A

Summary of Request

The Police Department, in conjunction with Purchasing, recommends the sole source purchase of membership and maintenance fees for the CLEMIS mobile data computer system for Fiscal Year 2025 from Oakland County.

It is respectfully requested that Council authorize the purchase with immediate effect so that services can remain uninterrupted.

Background and Justification

The City's Police Department is an active user of the CLEMIS program, which is run by Oakland County. The membership usage rates are based on the number of full-time equivalent sworn officers at each agency. The costs for the system are shared by all the users with the rates set by the CLEMIS Advisory Committee Board. Use of the CLEMIS program is essential for operations within the City's Police Department. This year's annual cost is a 1% increase over the FY24 cost.

Process

This procurement is in accordance with Section 2-568 (b) (6) b, Sole Source Procurement, of the Purchasing Ordinance.

Prepared By:

DocuSigned by:

 A06926461858403...
 Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:

 1853E1C7505A436...
 Issa Shahin, Chief of Police


Budget Approval:

DocuSigned by:

 F77949D4421447F...
 Michael Kennedy, Finance Director/Treasurer



Corporation Counsel Approval:

DocuSigned by:

 E7A573BA25E3460...
 Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approve sole source purchase of Speed Humps from Vestil Manufacturing Corporation

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to make a sole source purchase of (300) Speed Humps from Vestil Manufacturing Corporation. This will be a one-time purchase. The Vestil Speed Humps were field tested in a few locations and PD and DPWF would like to use the same model moving forward.

PRIOR COUNCIL ACTION:

CR 8-434-24 authorizing the Finance Director to recognize and appropriate grant funds in the amount of \$3,166,700 for implementing initiatives to promote health and safety for Dearborn, including public safety projects.

BACKGROUND:

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.
2. Traffic calming initiatives designed to reduce vehicle speeds near parks, schools, and other high volume traffic areas that are utilized by multiple road users.

FISCAL IMPACT: After receiving multiple vendor quotes, Purchasing and PD have worked with the manufacturer directly to receive the best pricing. Total Cost \$180,000.00.

COMMUNITY IMPACT:

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Speed humps purchased from Vestil Manufacturing Corporation will be deployed near parks, schools, and other city streets where data supports that prevailing speeds exceed 25 MPH. The pilot speed hump program was proven to reduce 85th percentile speeds to less than 25 MPH. Instances of excessive speeding were reduced to a fraction of a percent of all vehicles. This purchase would allow for the expansion of the speed hump program at up to 100 additional locations in the city.

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon Council approval.

COMPLIANCE/PERFORMANCE METRICS: The Police Department will manage the receipt of material.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approve sole source purchase of Speed Humps from Vestil Manufacturing Corporation
DATE: September 17, 2024

Budget Information

Project:	X02425 - Traffic Calming
Total Approved Project Budget:	\$610,596
Available Project Budget	\$610,596
Requested Amount:	\$180,000
Funding Source:	General Capital Improvement Fund, Police, Capital Project Support, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a sole source purchase from Vestil Manufacturing Corporation for (300) Speed Humps. The value of the contract is not-to-exceed \$180,000.00. This will be a one-time purchase.

It is respectfully requested that Council authorize the Continuity of Professional Services purchase. Immediate effect is requested in order to expedite the order.

Background and Justification

The City of Dearborn received an appropriation from the Michigan Department of Health and Human Services (MDHHS) for \$3,166,700.00 to support implementing initiatives to promote the health and safety of the Dearborn community. The City intends to use the funds to support several initiatives, including:

1. Public safety projects to improve non-motorist safety, mobility, and comfort.
2. Traffic calming initiatives designed to reduce vehicle speeds near parks, schools, and other high volume traffic areas that are utilized by multiple road users.

The grant funding will help to advance the public health of Dearborn residents across the life course. Through a "health in all policies" lens and in collaboration with other departments, DPH is utilizing grant funds to neighborhoods to improve non-motorist safety through traffic calming initiatives. This continues work being undertaken by the City in this area, making neighborhoods safer and improving walkability.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Process

The procurement process was in accordance with Section 2-568 b (6)e, Continuity of Professional Services, of the Procurement Ordinance, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Prepared By:

DocuSigned by:
Mark Rozinsky
D177F6C142E34C3...
Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Issa Shahin
1053E1C7585A436...
Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...
Michael Kennedy, Treasurer & Finance Director

Initial
MM

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...
Jeremy J. Romer, Corporation Counsel



**PUBLIC
WORKS**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approve Contract with Michigan Department of Transportation for State Trunkline Maintenance and designating Nicole Golich as Contract Administrator

DEPARTMENT: Public Works and Facilities

BRIEF DESCRIPTION: Agreement with MDOT to maintain the state trunk line highways in accordance with specifications provided by MDOT. Authorizing Nicole Golich to sign the agreement on behalf of the City of Dearborn.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The original contract was signed in 2019 and is expiring 9/30/2024. The new contract is valid 10/1/2024-9/30/2029

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Executing this contract will allow the City of Dearborn to sustain the rights to all state highways throughout the city and maintain the ability to take care of them

IMPLEMENTATION TIMELINE:

Immediate effect requested

COMPLIANCE/PERFORMANCE METRICS:

Compliance will be monitored by MDOT



**PUBLIC
WORKS**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Department of Public Works and Facilities

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Michigan Department of Transportation State Trunkline Maintenance Contract

DATE: September 16, 2024

Summary of Request

Approve Contract with Michigan Department of Transportation for State Trunkline Maintenance and designating Nicole Golich as Contract Administrator.

Background and Justification

The original contract was signed in 2019 and is expiring 9/30/2024. The new contract is valid 10/1/2024-9/30/2029. Executing this contract again will allow the City of Dearborn to sustain the rights to all state highways throughout the city and maintain the ability to take care of them

Department Approval:

DocuSigned by:

Tim Hawkins

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Tim Hawkins, Public Works & Facilities Director

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

DocuSigned by:

Jeremy J. Romer

E7A673BA25E3460...

Jeremy J. Romer, Corporation Counsel

CONTRACT NO. 2024-0302
REGION: METRO
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF DEARBORN

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Dearborn, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Nicole Golich. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Deputy Director. In the event the

Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Joseph Powell or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT’s Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term “review/audit” hereafter will be referred to as “review”.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

No, Firm Unit Price items will not be used.

Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C 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 C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act 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 will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Michigan Department of Transportation

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality’s materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year’s use to identify MDOT’s share of handling cost. The Municipality’s established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT’S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

0 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will 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 will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality 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 MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

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

CITY OF DEARBORN

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C 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 D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED
State
Administrative Board
4-25-17 *Paul M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA’S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none"> • Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. 	<p>\$499,999 or less</p>	<p>Not required</p> <p>Note: Emergency contracts \$250,000 or greater require SAB approval.</p>
<ul style="list-style-type: none"> • Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work. 	<p>\$500,000 or greater</p>	<p>Required prior to the start of work.</p> <p>Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

Clear Form

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): _____

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): _____

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): _____

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
--------------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) <div style="text-align: center;">ft</div>	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) <div style="text-align: center;">ft</div>
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

MDOT 5191 (02/2024)

[Back to Form](#)

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of contract for Painting Service for the DPW Engineering Suite

DEPARTMENT: DPW in conjunction with Purchasing

BRIEF DESCRIPTION:

DPW, in conjunction with Purchasing, recommends the award of a contract for Painting Services at the DPW Engineering Suite, to Northstar Painting, which submitted the lowest responsive and responsible bid. Northstar recently completed a painting project at the Police Headquarters

PRIOR COUNCIL ACTION:

None

BACKGROUND:

Painting is a required component of the construction buildout of DPW Engineering and Conference Flex Room Suites as part of the overall plan to relocate the Engineering Department to the DPW.

FISCAL IMPACT:

- \$ 71,086
-
-

COMMUNITY IMPACT:

Improves the efficiencies of the Engineering Department, and their ability to service Dearborn residents and businesses.

IMPLEMENTATION TIMELINE:

Within 20 days, after receipt of contract.

COMPLIANCE/PERFORMANCE METRICS:

DPW staff will oversee the painting service for adherence to the contract.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Painting Services for the DPW Engineering Suite
DATE: September 10, 2024

Budget Information

Project: J28124 DPW Facility Updates
Total Approved Project Budget: \$1,950,442
Available Project Budget: \$281,593
Requested Amount: \$67,701 + 5% Contingency of \$3,385, for a total of \$71,086
Funding Source: Facilities Fund, Public Works, Capital Project Support, Construction Contractor
Supplemental Budget: N/A

Summary of Request

Purchasing, on behalf of DPW, recommends the award of a contract of \$67,701, plus a 5% contingency of \$3,385, for Painting Services at the Engineering Suite at DPW, to Northstar Painting, which submitted the lowest responsive and responsible bid. Northstar recently completed a painting project at the Police Headquarters.

It is respectfully requested that Council authorize the award with immediate effect to facilitate immediate work on the project. This project needs to be completed prior to additional construction in the same space. The resulting contract shall not be binding until fully executed.

Background and Justification

The Administration, with consideration of any master planning of DAC, is relocating all DPW Divisions at DPW yard, at 2591 Greenfield, to optimize efficiencies of the Engineering/DPW Departments.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing solicited bids with process details as follows:


Process: Invitation to Bid
 Issue Date: October 6, 2023
 Deadline Date: October 18, 2023
 Vendors Solicited: 318
 Solicitations Obtained: 42
 Bids Received: 3

BIDDER	TOTAL BID
Northstar Painting	\$67,701
KV Painting	\$72,593
Decima	\$498,874

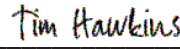
The procurement process was in accordance with Section 2-568 (6)a, of the Procurement Ordinance, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Signature Page

Prepared By:

DocuSigned by:

 A06626461858403...
 Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:

 35BABC85BED3455...
 Timothy Hawkins, DPW Director

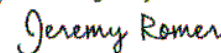
Budget Approval:

DocuSigned by:

 F77919D1421447F...
 Michael Kennedy, Finance Director/Treasurer

Initial


Corporation Counsel Approval:

DocuSigned by:

 E7A573BA25E3480...
 Jeremy Romer, Corporation Counsel



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of contract for the install of gates and fencing at the Wagner Parking Deck and the (2) Parking Decks on W. Village Dr.

CITY CLERK, DEARBORN MI
2024 SEP 19 PM3:44

DEPARTMENT: Department of Public Works & Facilities, in conjunction with Purchasing

BRIEF DESCRIPTION: Installation of entry and exit gates at the Wagner Parking Deck and both parking decks on W. Village Dr. Additionally, installation of safety fencing around the top of the Wagner Parking Deck.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

The installation of these access gates and safety fencing is to address the ongoing concerns about the improper use of the parking areas. In the past, people have recklessly driven in the parking areas causing safety concerns. Additionally, people have accessed the top of the Wagner Parking Deck and thrown objects and litter off. Installing the safety fencing around the top level will prevent this from occurring.

FISCAL IMPACT: The total cost for this project is \$582,650.00, a 5% contingency of \$29,133 is also requested

COMMUNITY IMPACT:

The installation of these gates will result in safer and cleaner parking decks for the community. The gates will control access to the decks and identify the person attempting to gain access. The gates will also control traffic flow in and out of the decks and parking lot. Having the ability to control access to and documenting who is entering the parking areas will reduce the possibility of disorderly conduct occurring. Additionally, installation of the safety fencing around the top floor of the Wagner Deck will prevent people from being able to throw objects off the deck and reduce the safety risk of the top level.

IMPLEMENTATION TIMELINE:

Material will be ordered immediately upon Council approval.

COMPLIANCE/PERFORMANCE METRICS: DPWF will manage the install and completion of this project.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of contract for the install of gates and fencing at the Wagner Parking Deck and the (2) Parking Decks on W. Village Dr.
DATE: September 13, 2024

Budget Information

Project:	M20028 Parking Decks Gates & Fencing
Total Approved Project Budget:	\$620,000
Available Project Budget:	\$620,000
Requested Amount:	\$582,650 and 5% contingency of \$29,133 (\$611,783 total)
Funding Source:	Facility Fund, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

The Public Works and Facilities Department, in conjunction with Purchasing, recommends issuing a contract for the install of gates and fencing at the Wagner Parking Deck and the (2) Parking Decks on W. Village Dr to Nationwide Construction Group. The value of the contract is \$582,650.00 and an additional 5% (\$29,133) contingency is requested. The resulting contract shall not be binding until fully executed.

Background and Justification

The installation of these access gates and safety fencing is to address the ongoing concerns about the improper use of the parking areas. In the past, people have recklessly driven in the parking areas causing safety concerns. Additionally, people have accessed the top of the Wagner Parking Deck and thrown objects and litter off. Installing the safety fencing around the top level will prevent this from occurring.

The installation of these gates will result in safer and cleaner parking decks for the community. The gates will control access to the decks and identify the person attempting to gain access. The gates will also control traffic flow in and out of the decks and parking lot. Having the ability to control access to and documenting who is entering the parking areas will reduce the possibility of disorderly conduct occurring. Additionally, installation of the safety fencing around the top floor of the Wagner Deck will prevent people from being able to throw objects off the deck and reduce the safety risk of the top level.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing requested bids with process details as follows:

Process: Invitation to Bid
 Issue Date: August 19, 2024
 Deadline Date: September 11, 2024
 Vendors Solicited: 435
 Solicitations Obtained: 45
 Bids Received: 1

Parking Deck Gates & Fencing	TOTAL BID
Nationwide Construction Group	\$582,650.00

This procurement is in accordance with Section 2-568(a)(1) of the Code of the City of Dearborn. Nationwide Construction Group was the only responsive and responsible contractor that submitted a bid for this project.

Prepared By:

DocuSigned by:



 D17FF0C142E34C3...
 Mark Rozinsky, Purchasing Manager

Department Approval:


DocuSigned by:

 JSBABC85BED3455...
 Tim Hawkins, Public Works & Facilities Director

Budget Approval:

DocuSigned by:

 F77919D1421447F...

 Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

 ETAS73BA25E3460...
 Jeremy J. Romer, Corporation Counsel