



REGULAR MEETING OF THE COUNCIL

January 28, 2025

AGENDA

1. ROLL CALL
2. INVOCATION BY Reverend Stephen Perrine of the Good Shepherd United Methodist Church.
3. PLEDGE OF ALLEGIANCE
4. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED UNANIMOUSLY – Acknowledging the outstanding achievements of the Economic Development Director, Jordan Twardy, who was recently recognized in Crain’s Detroit Magazine in December 2024 and requesting immediate effect.
5. RESOLUTION BY COUNCILMEMBER ALSAWAFY SUPPORTED UNANIMOUSLY – Acknowledging Mr. Paul Goddard for his dedication to maintaining City walking trails and requesting immediate effect.
6. RESOLUTION BY COUNCILMEMBER ALSAWAFY SUPPORTED UNANIMOUSLY – Acknowledging Mr. Hussein Hachem for his active role in student education, and bringing a positive platform to journalism in the City of Dearborn and requesting immediate effect.
7. RESOLUTION BY COUNCILMEMBER HAMMOUD SUPPORTED BY SAREINI – Recognizing and commending the Lebanese Student Association (LSA) for its outstanding dedication to enriching our community, promoting cultural understanding, and empowering young leaders and requesting immediate effect.
8. PUBLIC COMMENT

9. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving all items on the Consent Agenda and requesting immediate effect.

CONSENT AGENDA

10. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Authorizing a sole source contract purchase from M-Tech Company in the amount of \$324,989 for the purchase of an E-550 CUES TV truck for the Department of Public Works and Facilities, Sewer Division and requesting immediate effect.
11. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM – Authorizing a cooperative contract purchase from Revels Turf & Tractor, via the MiDeal Cooperative contract in the amount of \$168,296.86 for the purchase of two (2) John Deere Mowers for use at Mystic Creek Golf Course and requesting immediate effect.
12. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Authorizing a cooperative contract purchase from Spartan Distributors, Inc., via the Omnia Cooperative contract in the amount of \$131,267 for the purchase of two (2) Toro Mowers for use at Dearborn Hills Golf Course and requesting immediate effect.
13. RESOLUTION BY COUNCILMEMBERS PARIS AND HERRICK – Authorizing the first of two (2), one-year renewal options with Colliers Engineering & Design (Formerly Bergmann Associates), in the amount of \$50,000 for Traffic Engineering Services on an as-needed basis, from January 30, 2025 through February 1, 2026 and requesting immediate effect.
14. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Authorizing the Finance Director to recognize the Michigan Commission on Law Enforcement Standards (MCOLES) Public Safety Academy Assistance Program Grant awarded to Dearborn Police Department in the amount of \$24,000 in account 101-2410-330.04-90 and to appropriate the same in account 101-2410-515.58-10 and requesting immediate effect.

15. RESOLUTION BY COUNCILMEMBERS HERRICK AND PARIS – Authorizing the Finance Director to recognize the Michigan Commission on Law Enforcement Standards (MCOLES), Continuing Professional Education (CPE) Program Grant awarded to Dearborn Police Department in the amount of \$93,000 in account 101-2410-330.04-15 and to appropriate the same in account 101-2410-515.58-15 and requesting immediate effect.
16. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND PARIS – Authorizing The Finance Director to recognize the Michigan Commission on Law Enforcement Standards (MCOLES), Continuing Professional Education (CPE) Program Grant awarded to Dearborn Police Department in the amount of \$186,000 in account 101-2410-330.04-15 and to appropriate the same in account 101-2410-515.58-15 and requesting immediate effect.
17. RESOLUTION BY COUNCILMEMBERS HERRICK AND PARIS – Authorizing the Finance Director, or designee to recognize and appropriate the final payment of the Brownfield Cleanup Revolving Loan and Gun Range Agreement Loan in the amount of \$71,014 and \$123,925, respectively and requesting immediate effect.
18. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Authorizing funds in the amount of \$153,934.09 be spread on the 2024 Miscellaneous Receivable and Special Assessment Roll, which includes the 25% transfer fee, for transfer to the 2025 tax roll, and requesting immediate effect.
19. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HERRICK – Authorizing the Economic Development Director to submit the Transportation Alternatives Program (TAP) Grant Application for the Friends of the Rouge (FOTR) to fund Phase 3 of the Rouge River Gateway Greenway project and requesting immediate effect.
20. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ABRAHAM – Authorizing the City to partner with ACCESS and to sell the vacant lot located at 5146 Porath to ACCESS for the sum of One Dollar (\$1.00) which ACCESS will use for its Substance Use Disorder Treatment Center project; also authorizing Corporation Counsel to execute the attached Purchase Agreement and First Amendment to the Memo of Understanding and authorizing the Mayor to execute the Deed, subject to approval by Corporation Counsel and requesting immediate effect.

21. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Granting the request of architect Bilal Hakim, on behalf of property owner Mohammed Alysofi, for an extension of time in which to submit initial plans for the properties located at 24720 Cherry, 2734 Hubbard, 24600 Calvin, 24705 Cooke, and 24622 Chicago, conditioned upon payment of a processing fee of \$250 per property, for a total in the amount of \$1,250, pursuant to current Land Sale Guidelines and requesting immediate effect.

22. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Granting the request of Alex (Aref) Adnan Awad of Pureland Properties LLC (C.R. 8-418-24) for a third, six-month extension of time to commence construction of a single-family home at 1810 Canterbury conditioned upon payment of a \$500 processing fee, plus an extension fee of 1% of the original property sale per month, for a total in the amount of \$1,214, pursuant to current Land Sale Guidelines, with a new construction deadline of June 19, 2025 and requesting immediate effect.

23. RESOLUTION BY COUNCILMEMBERS PARIS AND HERRICK – Authorizing the Finance Director to recognize additional revenue from the FY2024 State of Michigan Presidential Primary Reimbursement in the amount of \$77,461 in the General Fund, City Clerk, Elections, Intergovernmental Revenue, State, Reimbursement Election Expenses account and to appropriate the \$77,461 into the General Fund, City Clerk, Contractual Services, Other Services account to help balance the Election Division of the City Clerk Department due to increasing costs of testing the ballots and tabulators and requesting immediate effect.

END OF CONSENT AGENDA

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24. RESOLUTION BY COUNCILMEMBERS ENOS AND HERRICK – Approving the minutes of the previous special meeting of January 8, 2025.

 25. RESOLUTION BY COUNCILMEMBERS HERRICK AND PARIS – Approving the minutes of the previous regular meeting of January 14, 2025.

26. ORDINANCE ON THE TABLE - ORDINANCE NO. 24-1835 – “An Ordinance to Amend the Code of Ordinances of the City of Dearborn by adding Chapter 20, Sections 20-1 to 20-6, Entitled ‘Transition Following an Election’.”
RESOLUTION BY COUNCIL PRESIDENT SAREINI AND COUNCIL PRESIDENT PRO TEM HERRICK SUPPORTED BY COUNCILMEMBER PARIS – To take from the table for its final reading.

27. ORDINANCE ON THE TABLE - ORDINANCE NO. 25-1836 – “An Ordinance to amend the Zoning Ordinance of the City of Dearborn by Amending Article 18, Entitled ‘I-A, Light Industrial District’.”
RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – To take from the table for its final reading.

28. ORDINANCE ON THE TABLE - ORDINANCE NO. 25-1837 – “An Ordinance to amend the Nuisances Chapter (Chapter 13) of the Code of Ordinances of the City of Dearborn by Amending Section 13-5.3 Entitled, ‘Dust Control; Paved, Partially Paved, Unpaved, and Storage Lots’.”
RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – To table the Ordinance.

29. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ALSAWAFY –
Authorizing the Finance Director to recognize and appropriate a donation from the Ford World Headquarters in the amount of \$1,000 to the West Dearborn Downtown Development Authority toward the Dearborn Coffee Week event expenditures and requesting immediate effect.

30. RESOLUTION BY COUNCILMEMBERS ENOS AND ALSAWAFY – Approving to lease and enter into a hold harmless agreement with East Michigan Ave. Holdings LLC (13901 Michigan Avenue) and MSR Holdings LLC (13919 Michigan Avenue) for the use of approximately 111 sq. ft. of outdoor City-owned space located at the adjacent 14200 Wellesley St. Parking Lot, for the installation and maintenance of a trash dumpster enclosure for the term of five-years from February 1, 2025 through January 31, 2030 and requesting immediate effect.

31. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Approving Contract No. 24-5576 with the Michigan Department of Transportation (MDOT) (Dearborn Job No. 2025-016) in order to obtain a grant in the amount of \$500,000 for pedestrian pathway improvements; also authorizing the Mayor to execute the contract on behalf of the City and the Finance Director to accept the grant when received and to authorize the corresponding revenue budget and appropriations and requesting immediate effect.
32. RESOLUTION BY COUNCILMEMBERS PARIS AND HERRICK – Awarding a contract to Laser Striping and Sport Surfacing in the amount of \$90,900 for the Installation of Pickleball Courts at Ford Woods Park; also authorizing the Finance Director to transfer current funding in the amount of \$100,000 from the Facility Fund to the General Capital Improvement Fund, project I50725, and to recognize and appropriate the transfer and requesting immediate effect.
33. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Awarding a single source contract to Servepro in the amount of \$45,000 for Inspections of Camp Dearborn Trailers and Sites to comply with EGLE (Michigan Department of Environment, Great Lakes and Energy) laws and regulations and requesting immediate effect.
34. RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Authorizing a cooperative contract purchase from Lunghamer Ford, via the 2024 Vehicle State of Michigan Cooperative contract and Macomb Contract Alternate, in the total amount of \$592,600 for the purchase of eleven (11) vehicles for the Department of Public Works and requesting immediate effect.
35. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Authorizing a cooperative contract purchase from Caterpillar, via the Sourcewell Cooperative contract in the amount of \$550,188 for the purchase of two (2) Caterpillar Loaders for the Department of Public Works and requesting immediate effect.
36. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND PARIS – Awarding a cooperative contract to Penchura LLC, via the Sourcewell Cooperative contract in the amount of \$998,886 for the Creation of an Inclusive Playground at Lapeer Park.

37. RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – Accepting the National Endowment for the Arts (NEA) grant award in the amount of \$20,000 and authorizing the Finance Director to recognize the same revenue to be used for theater programming tailored for Arab American youth through the Dearborn Youth Theatre (DYT) and requesting immediate effect.

38. RESOLUTION BY COUNCILMEMBERS ENOS AND HERRICK – Granting the request of Trivium Southeast Michigan Running Series to conduct their “Dearborn Decades 5k Run” on Sunday, August 3, 2025 from approximately 7:00 a.m. to 10:00 a.m., with assistance from the Police Department for traffic safety/crowd control for the entire duration of the event, subject to reimbursement for City services, subject to all applicable ordinances and the rules and regulations of the Police Department; also granting a noise waiver for the duration of the event and authorizing to place barricades at Monroe St. and S. Brady St. as well as Morley Ave. and S. Brady St. and requesting immediate effect.

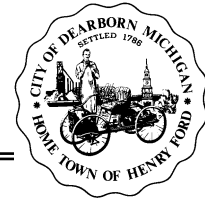
39. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HERRICK – Granting the request of the Community Relations Department, in conjunction with the Dearborn Allied War Veterans Council, to conduct its 99th annual Memorial Day Parade on Monday, May 26, 2025 from 7:00 A.M until approximately 2:00 P.M. on Michigan Ave. (from Schaefer Rd. to M39/Southfield Freeway), subject to all applicable ordinances and the rules and regulations of the Police Department; also authorizing the use and closure of Maple Rd. from Schaefer Rd. to Michigan Ave. as well as use of the City owned parking lots as follows: John Nagy Parking Lot, Dearborn Fresh Parking Lot, Calhoun (50/50) Parking Lot; also authorizing the use of the Veterans Park and War Memorial and granting a noise waiver for the duration of the event and for the Community Relations Department to place event-related and directional signage on city-owned property and requesting immediate effect.

40. RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – Authorizing the Finance Director to recognize the Michigan Arts and Culture Council Grant award in the amount of \$12,000 and appropriate the same to be used for programming that promotes health, arts, and culture and requesting immediate effect.

41. RESOLUTION BY COUNCILMEMBERS ENOS AND HERRICK – Authorizing the Finance Director to recognize a donation from the Floyd L. and Mary Dietrich Haight Charitable Trust in the amount of \$9,487.60 in account 271-5000-365.90-00 and appropriate the same in account 271-5000-711.10-20 to be used for the Museum’s Archives and requesting immediate effect.
42. RESOLUTION BY COUNCILMEMBER ENOS SUPPORTED UNANIMOUSLY – Offering condolences to the family of Thomas P. Coughlin and requesting immediate effect.
43. RESOLUTION BY COUNCILMEMBERS HERRICK AND ALSAWAFY – Authorizing to renew the City-wide annual membership with the Michigan Municipal League (MML) in the amount of \$19,405 for the period of December 1, 2024 through November 30, 2025 and requesting immediate effect.
44. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Concurring in the appointment of Yousaf Mohamed to the Planning commission with a term ending June 30, 2025 and requesting immediate effect.
45. RESOLUTION BY COUNCILMEMBERS SAREINI AND ABRAHAM – Concurring in the appointment of Khaled Abdulla to the Planning Commission with a term ending June 30, 2028 and requesting immediate effect.
46. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the appointment of Senan Saleh to the Board of Review with a term ending January 1, 2026 and requesting immediate effect.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

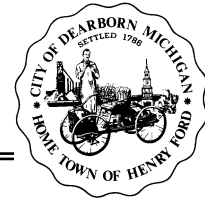
To: City Clerk
From: City Council
Date: January 16, 2025
Subject: Council Acknowledgment- Hussein Hachem

The 34th City Council wishes to acknowledge Mr. Hussein Hachem for his active role in student education, and bringing a positive platform to journalism in the City of Dearborn. The citation is supported unanimously and should be given immediate effect.

A handwritten signature in blue ink, appearing to read "Kamal M. Alsawafy".

Kamal M. Alsawafy
Councilmember

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk
From: City Council
Date: January 16, 2025
Subject: Council Acknowledgment- Paul Goddard

The 34th City Council wishes to acknowledge Mr. Paul Goddard for his dedication to maintaining city walking trails. Mr. Goddard has volunteered his time and effort to keep city walking trails clean, safe, and accessible to the community.

This citation is supported unanimously and should be given immediate effect.

A handwritten signature in blue ink, appearing to read "Kamal M. Alsawafy".

Kamal M. Alsawafy
Councilmember

OFFICE OF THE 34TH CITY COUNCIL



To: City Clerk
From: City Council
Date: January 15, 2025
Subject: Sympathy Resolution

By Council Member Gary A. Enos supported unanimously.

WHEREAS: The Council has learned with sorrow of the passing of Thomas P. Coughlin 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.

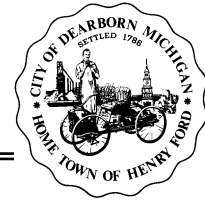
Next of kin:

Ms. Kelly Clem

3122 Lincoln Street

Dearborn, MI 48124

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk
From: City Council
Date: January 14, 2025
Subject: Council Acknowledgment- Jordan Twardy

The 34th City Council proudly acknowledges the outstanding achievements of Economic Development Director, Jordan Twardy, who was recently recognized in Crain's Detroit Magazine in December 2024.

Mr. Twardy has been featured prominently in Crain's for his exemplary contributions to the ongoing redevelopment efforts in East Dearborn. His expertise has been crucial in fostering the development of new and affordable housing in the area, significantly enhancing community growth and wellbeing.

This acknowledgment has been unanimously supported by the Council and is to be given immediate effect. We extend our heartfelt congratulations to Mr. Twardy for his dedication and exceptional service to our community.

A handwritten signature in black ink, appearing to read "Michael T. Sareini".

Michael T. Sareini
Council President



FINANCE

EXECUTIVE SUMMARY

REQUEST: Requesting recognition and appropriation of State of Michigan Primaries Reimbursement.

DEPARTMENT: General – City Clerk

BRIEF DESCRIPTION: This request is made to recognize and appropriate the State of Michigan Primaries Reimbursement in excess of the budgeted amount in the amount of \$77,461. The City Clerk's Office was reimbursed an additional \$77,461 related to extra expenditures paid in FY24 related to the presidential primaries. In FY25, \$256,000 was budgeted in revenue as the expected reimbursement, however, the State reimbursed the City Clerk's Office \$333,461. It is requested that the Finance Director be authorized to recognize the remaining \$77,461 into the General Fund, City Clerk, Elections, Intergovernmental Revenue, State, Reimbursement Elections Expenses and appropriate the amount into General Fund, City Clerk, Contractual Services, Other Services.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: This shows an increase from the amount previously requested to the Bureau of Election of the Michigan Secretary of State Office. The Clerk made a case and asked for more reimbursement due to the extra cost of administrating and testing of the Arabic ballots in Dearborn. He was granted the additional amount requested.

FISCAL IMPACT: No local match

COMMUNITY IMPACT: With a balanced budget, money that is budgeted for education and public outreach will not be touched and will fully be used for its purpose of educating voters about elections and early voting.

IMPLEMENTATION TIMELINE: Immediately upon approval

COMPLIANCE/PERFORMANCE METRICS: The City Clerk Department will manage the funds.



FINANCE

MEMORANDUM

TO: Dearborn City Council
FROM: City Clerk's Office
SUBJECT: 2024 Presidential Primary Reimbursement
DATE: January 13, 2025

Budget Information

Adopted Budget:	\$82,970
Amended Budget:	\$82,970
Requested Amount:	\$77,461
Funding Source:	State of Michigan Primary Reimbursements
Supplemental Budget:	N/A

Summary of Request

The City of Dearborn was been awarded a State of Michigan Reimbursements related to expenditures for the Presidential Primaries in the amount of \$333,461 but only recognized \$256,000.

It is respectfully requested that Council authorize the recognition of the remaining award and appropriation of \$77,461 from the State of Michigan. Additionally, it is requested the Finance Director be authorized to recognize and appropriate the \$77,461 into General Fund, City Clerk, Contractual Services, Other Services.

Background and Justification

This shows an increase from the amount previously requested to the Bureau of Election of the Michigan Secretary of State Office. The Clerk made a case and asked for more reimbursement due to the extra cost of administrating and testing of the Arabic ballots in Dearborn. He was granted the additional amount requested.

The additional money that was reimbursed helps to balance the Election Division of the City Clerk Department. The cost of the 2024 elections exceeded estimates due to the increasing costs of testing the ballots and tabulators.

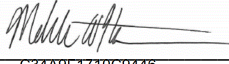


FINANCE

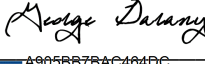
MEMORANDUM

Immediate effect is requested.

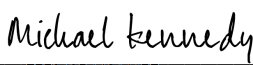
Prepared by:

DocuSigned by:

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Mehdi Al-Hassan – Accountant


Department Approval:

Signed by:

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George Darany – City Clerk

Budget Approval:

DocuSigned by:

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Michael Kennedy – Finance Director/Treasurer

Corporation Counsel:

DocuSigned by:

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Jeremy J. Romer – Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Permission to conduct the 99th annual Memorial Day Parade on Monday, May 26, 2025. A noise waiver is also requested.

DEPARTMENT: Community Relations, Public Works, Police

BRIEF DESCRIPTION: At the recommendation of the Dearborn Police Department, the following procedure was determined to ensure the safety and convenience of participants and residents during the 2025 Memorial Day Parade. To that end, we kindly ask for the use of the following city-owned streets and parking lots to stage and execute the event.

- Michigan Avenue from Schaefer Road to M39 / Southfield Freeway from 7:00 a.m. until approximately 2:00 p.m. It is proposed that parade traffic will travel westward down Michigan Ave and conclude at Henry Ford Centennial Library. We ask that the parade route be designated as Michigan Avenue, with curb-to-curb control granted.
- We also ask that Maple Road from Schaefer Road to Michigan Avenue be closed from 7:30 a.m. to 2:00 p.m. and curb to curb use be granted to accommodate staging for the funeral procession and marching bands.
- In addition, we request the use of the City-owned parking lots for staging of additional participants as follows:

Staging Area

- Parking & Band Staging: **John Nagy parking lot** with the boundaries of John Nagy Drive to the north, The Fish Market's rear drive to the east, Maple to the west and Osborn to the south.
- Participant Staging: **Dearborn Fresh** parking lot with boundaries of Michigan Avenue to the south, Colson to the north, Schaefer to the east.
- Parking & Participant Dropoff: **Calhoun (50/50) parking lot** with the boundaries of Colson Street to the north, Bingham to the east and Schaefer to the west.
- Lineup of Escort and Divisions 1 to 4 on Michigan Avenue west of Schaefer

End of Parade Route

- **Henry Ford Centennial Library**
 - VIP and handicap parking
 - Participant pick up at the end of the parade
 - Shuttle pick up before the parade

EXECUTIVE SUMMARY



- **Police Station / Ford Community and Performing Arts Center**
 - Overflow parking
 - Shuttle pick up before the parade

- In addition, we ask for the use of the Veterans Park and War Memorial at the Henry Ford Centennial Library until 2:00 p.m. for the traditional Remembrance Ceremony.

- We respectfully request that City Council grant the Department of Community Relations the right to place event-related promotional and directional signage on city-owned property along the parade.

PRIOR COUNCIL ACTION: C.R. 02-115-22 - Approval of a similar route for the Memorial Day 2022 Parade

BACKGROUND: The City of Dearborn seeks to carry on its annual tradition of presenting Michigan's longest-running Memorial Day Parade in honor of those who lost their lives while serving our country. Historically, the parade features over 80 regional officials, marching bands, and community groups and concludes with a Remembrance Ceremony in honor of the fallen.

FISCAL IMPACT:

The Department of Community Relations plans to seek sponsorships to help cover the costs of the parade and its associated events in addition to the allocated budget.

IMPACT TO COMMUNITY:

This event continues the City's longstanding tradition of honoring those who have lost their lives while serving our country. It also offers the city an opportunity to connect with surviving veteran populations within Dearborn, as well as encourages participation from community groups of various backgrounds for a family-friendly and accessible event.

The Community Relations Department plans to work in tandem with the Department of Economic Development to promote participation from businesses along the parade route in downtown East Dearborn. Additionally, as one of Michigan's largest Memorial Day Parades, we plan to utilize the opportunity to extend our reach to the greater Dearborn area and promote participation (and by extension, strengthen overall relationships) with neighboring cities as well as across Wayne County.

EXECUTIVE SUMMARY



IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS:

While the City does not track public attendance of the Memorial Day parade (the event is free and does not require attendees to utilize specific points of entry or exit), the Department of Community Relations will carefully track outreach to and participation of involved parties, as well as evaluate the success of sponsorship acquisition in a post-event debrief with city staff and the event planning team. All event costs and revenues will be tracked in detail.

COMMUNITY RELATIONS DEPARTMENT



TO: City Council
FROM: Community Relations Department
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approval of 2025 Memorial Day parade event and associated city street closures, parking lot usage and noise waiver.
DATE: January 16th 2025

The City of Dearborn's Department of Community Relations, Public Works, and Police respectfully request permission from Dearborn City Council to conduct its 99th annual Memorial Day Parade on Monday, May 26, 2025.

This request includes the closure of public roads as well as the use of city-owned lots in order to execute the parade safely and successfully. We plan to move the parade route back to its longstanding location in downtown east Dearborn in 2025, as there is no planned road construction along this historical route.


At the recommendation of the Dearborn Police Department, the following procedure was determined to ensure the safety and convenience of participants and residents during the 2025 Memorial Day Parade. We kindly seek your approval to:

- Utilize Michigan Avenue from Schaefer Road to M39 / Southfield Freeway from 7:00 a.m. until approximately 2:00 p.m. It is proposed that parade traffic will travel westward down Michigan Ave and conclude at Henry Ford Centennial Library. We ask that the parade route be designated as Michigan Avenue, with curb-to-curb control granted.
- Close Maple Road from Schaefer Road to Michigan Avenue from 7:30 a.m. to 2:00 p.m., with curb-to-curb use granted to accommodate staging for the funeral procession and marching bands.
- Utilize select city-owned parking lots as outlined within the accompanying executive summary for parade staging, participant parking, and participant shuttle service at the conclusion of the parade route.

Additionally, we respectfully request City Council grant the Department of Community Relations the right to place event-related promotional and directional signage on city-owned property along the parade.

A noise waiver and immediate effect is requested.

Respectfully submitted,

DocuSigned by:

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 Alia Phillips
 Community Relations Director

DocuSigned by:

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 Tim Hawkins
 Director of Public Works

DocuSigned by:

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 Issa Shahin
 Chief of Police

EXECUTIVE SUMMARY



REQUEST: The City of Dearborn is seeking permission to shut down S Brady between Monroe St & Morley Ave for the Dearborn Decades 5k run on Sunday, August 3 during Dearborn Homecoming Festival. A noise waiver & immediate effect is requested.

DEPARTMENT: Community Relations and Dearborn Police Department

BRIEF DESCRIPTION: To ensure safety of Dearborn Decades 5K participants, the departments seek permission to place barricades at Monroe St & S Brady St as well as Morley Ave & S Brady St on Sunday, August 3 from 7:00 - 10:00 AM.

PRIOR COUNCIL ACTION: The Dearborn Decades 5k run has been approved in the past with the same road closures on relevant portions of S Brady.

C.R. 3-112-24

BACKGROUND: The City of Dearborn, in partnership with Trivium Southeast Michigan Running Series, has previously hosted the Dearborn Decades 5k run on Sunday of Homecoming weekend. The course will begin on lower (south) Ford Field Park, turn down onto S. Brady, and continue onto the Rouge Gateway Trail.

FISCAL IMPACT:

- N/A

IMPACT TO COMMUNITY:

- If approved, this will allow a fun, affordable and active event to take place on Sunday of Homecoming weekend, allowing our residents and other festival attendees a healthy activity to kick off the final day of Homecoming 2025.
- Closure of S Brady between Monroe St and Morley Ave from 7:00 AM - 10:00 AM

IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: N/A

COMMUNITY RELATIONS DEPARTMENTS



TO: City Council
FROM: Community Relations & Dearborn Police Departments
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Permission to close portion of S. Brady for Dearborn Decades 5K
DATE: January 16th 2024

The City of Dearborn, in partnership with Trivium Southeast Michigan Running Series, plans to host the Dearborn Decades 5K run on Sunday, August 3 during Dearborn Homecoming Festival 2025. The course will begin on lower (south) Ford Field Park, turn down onto S. Brady, and continue onto the Rouge Gateway Trail.

Community Relations and Dearborn Police are seeking permission to place barricades at Monroe St and S. Brady St as well as Morley Ave and S. Brady St. to ensure safety for Dearborn Decades 5K participants between 7:00 AM and 10:00 AM on Sunday, August 3, 2025. If approved, this will allow for a fun, affordable, and active event to take place on the Sunday of Homecoming weekend.

Please see the course map attached. A noise waver & immediate effect is requested.

Respectfully submitted,

DocuSigned by:
Issa Shahin
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Issa Shahin
Chief of Police

DocuSigned by:
Alia Phillips
84E917BA272A44C

Alia Phillips
Community Relations Director

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk

From: 34th Dearborn City Council

Date: January 17, 2025

Subject: Request for extension to commence construction located at 1810

REQUEST: Third 6-month extension to commence construction at 1810 Canterbury by Alex Awad. The new deadline would be June 19, 2025.

BACKGROUND:

Council authorized the sale of 1810 Canterbury to Pureland Properties, LLC, by its president Aref Adnan Awad, for the construction of a single-family house. The closing took place on January 19, 2023, with a deadline to commence construction 12 months later on January 19, 2024. That deadline was controlled by the City's old Land Sale Guidelines.

In January 2024, Council granted Mr. Awad's first request for a 6-month extension to commence, which moved the deadline to July 19, 2024. This was done to align with the City's current Land Sale Guidelines. (C.R. 1-36-24).

In July 2024, Council granted Mr. Awad's second request for a 6-month extension to commence construction, moving the deadline to January 19, 2025. (C.R. 8-418-24).

Mr. Awad is now requesting a third 6-month extension to commence construction, which move the deadline to June 19, 2025.

LAND SALE GUIDELINES:

According to the current Land Sale Guidelines, Council must consider the following factors in reviewing an extension request:

- 1) Does the applicant have good cause for the request?
- 2) Has the applicant purchased property from the City in the past? If so, how has the applicant performed in the past?
- 3) Have extensions been requested/granted in the past?

In addition, a processing fee of \$500 plus an extension fee of 1% of the original property sale price per month of the requested extension must accompany Mr. Awad's request. Based on Mr. Awad's request, he owes a total of **\$1,214.00** to process his request (\$500 processing fee + \$119/month x 6 months).



Michael T. Sareini
Council President



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of a lease agreement with East Michigan Ave Holdings LLC and MSR Holding LLC for the lease of 111 sq ft at the 14200 Wellesley St Parking Lot for the installation of a trash dumpster enclosure

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION: This proposed agreement outlines a lease between the City of Dearborn and lessees East Michigan Ave Holdings LLC (13901 Michigan Ave) and MSR Holding LLC (13919 Michigan Ave). The agreement pertains to the lease of approximately 111 sq ft of space within an adjacent City-owned parking lot at 14200 Wellesley St to install and maintain a trash dumpster enclosure for the sanitation needs of both businesses.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

This proposed agreement outlines a lease between the City of Dearborn and lessees East Michigan Ave Holdings LLC (13901 Michigan Ave) and MSR Holding LLC (13919 Michigan Ave). The agreement pertains to the lease of approximately 111 sq ft of space within a City-owned parking lot (14200 Wellesley St) to install and maintain a trash dumpster enclosure for the sanitation needs of both businesses. Due to the sanitation requirements of both businesses, the use of a dumpster is necessary. As neither property has on-site dumpster access, both businesses have requested to lease space to install and maintain a dedicated trash dumpster enclosure for their exclusive use.

The Economic Development Department and the Law Department have reviewed and approved this lease for this intended use. Under the proposed lease, the business will pay base rent of \$222 per year, adjusted annually by the Consumer Price Index for all Urban Consumers. The first Base Rent payment is due on the Lease Commencement Date, as well as a \$200 administrative fee per year.

At its sole cost and expense, the lessees shall install a trash dumpster enclosure within one year from the lease commencement date on the leased area for the benefit of the businesses. The lessees must obtain all necessary permits, inspections, and approvals at their sole cost and expense. The plans will also be approved by the requisite City departments.



EXECUTIVE SUMMARY AND MEMORANDUM

The lease includes provisions that require the lessees to maintain the leased area in a first-class, clean, safe, and well-maintained manner and will be responsible for all maintenance, upkeep, and/or all code violation corrections, not installing grease tanks or receptacles, and removing trash, debris, litter, snow, ice, and graffiti from the Leased area, among other items described in the lease.

The lease agreement also contains provisions which require the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured. This lease agreement shall be for a five year period commencing on February 1, 2025 and terminating automatically on January 31, 2030.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

- Increased sanitation services and improved cleanliness and appearance of the surrounding area in East Downtown Dearborn
- Supports local businesses by providing a necessary service for their operations

IMPLEMENTATION TIMELINE: This lease agreement shall be for a five year period commencing on February 1, 2025 and terminating automatically on January 31, 2030.

COMPLIANCE/PERFORMANCE METRICS:

For the installation of the trash dumpster enclosure, the lessees must obtain all necessary permits, inspections, and approvals at their sole cost and expense. The plans will also be approved by the requisite City departments. The lessees are also required to maintain the dumpster enclosure as required by City ordinances.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Angela Fortino, Deputy Director, Economic Development

SUBJECT: Approval of a lease agreement with East Michigan Ave Holdings LLC and MSR Holding LLC for the lease of 111 sq ft at the 14200 Wellesley St Parking Lot for the installation of a trash dumpster enclosure

DATE: January 28, 2025

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

This proposed agreement outlines a lease between the City of Dearborn and lessees East Michigan Ave Holdings LLC (13901 Michigan Ave) and MSR Holding LLC (13919 Michigan Ave). The agreement pertains to the lease of approximately 111 sq ft of space within a City-owned parking lot to install and maintain a trash dumpster enclosure for the sanitation needs of both businesses. Due to the sanitation requirements of both businesses, the use of a dumpster is necessary. As neither property has on-site dumpster access, both businesses have requested to lease space to install and maintain a dedicated trash dumpster enclosure for their exclusive use.

Immediate effect is requested.

Background and Justification

This proposed agreement outlines a lease between the City of Dearborn and lessees East Michigan Ave Holdings LLC (13901 Michigan Ave) and MSR Holding LLC (13919 Michigan Ave). The agreement pertains to the lease of approximately 111 sq ft of space within a City-owned parking lot to install and maintain a trash dumpster enclosure for the sanitation needs of both businesses. Due to the sanitation requirements of both



EXECUTIVE SUMMARY AND MEMORANDUM

businesses, the use of a dumpster is necessary. As neither property has on-site dumpster access, both businesses have requested to lease space to install and maintain a dedicated trash dumpster enclosure for their exclusive use.

The Economic Development Department and the Law Department have reviewed and approved this lease for this intended use. Under the proposed lease, the business will pay base rent of \$222 per year, adjusted annually by the Consumer Price Index for all Urban Consumers. The first Base Rent payment is due on the Lease Commencement Date, as well as a \$200 administrative fee per year.

At its sole cost and expense, the lessees shall install a trash dumpster enclosure within one year from the lease commencement date on the leased area for the benefit of the businesses. The lessees must obtain all necessary permits, inspections, and approvals at their sole cost and expense. The plans will also be approved by the requisite City departments.

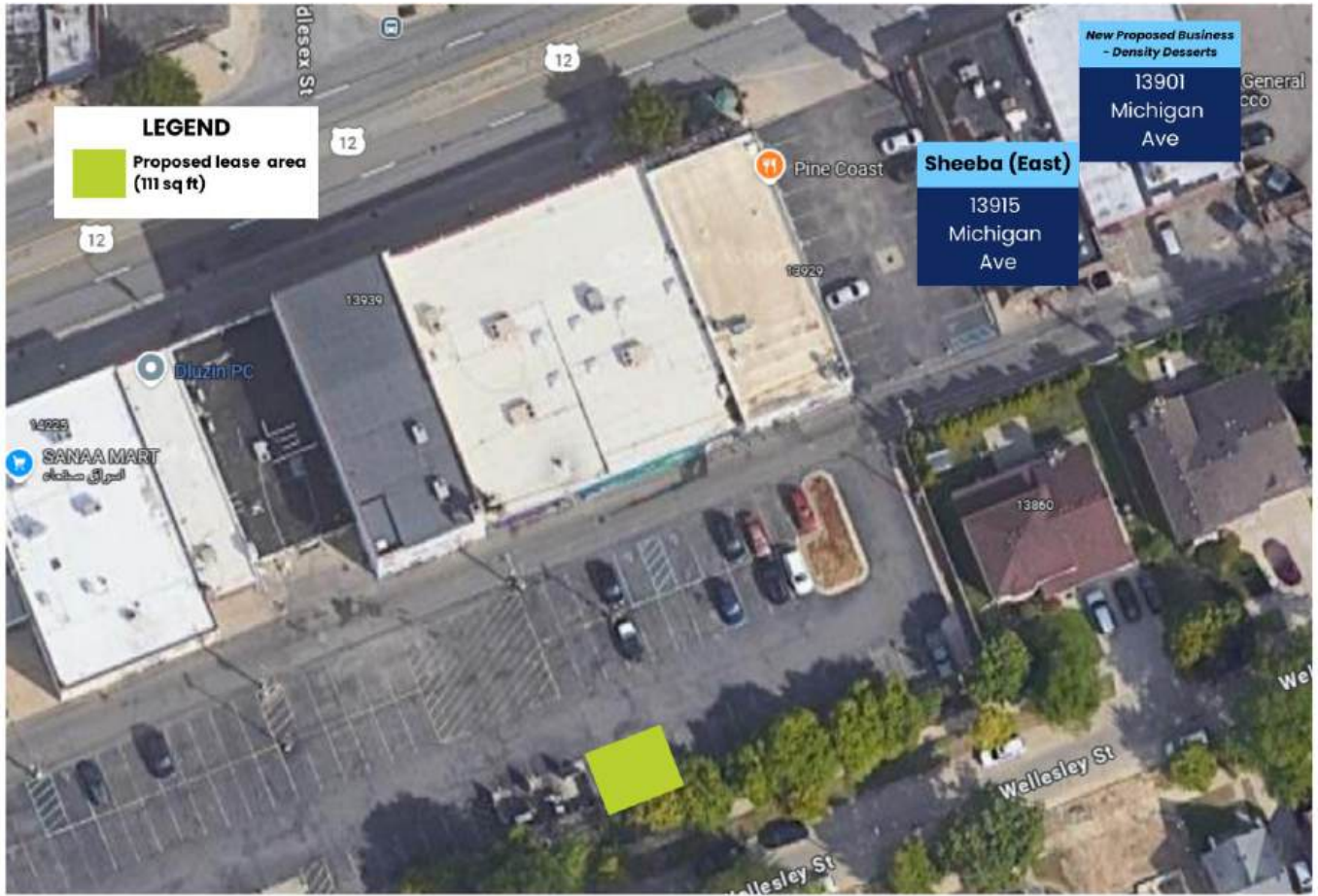
The lease includes provisions that require the lessees to maintain the leased area in a first-class, clean, safe, and well-maintained manner and will be responsible for all maintenance, upkeep, and/or all code violation corrections, not installing grease tanks or receptacles, and removing trash, debris, litter, snow, ice, and graffiti from the Leased area, among other items described in the lease.

The lease agreement also requires the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured. This lease agreement shall be for a five year period commencing on February 1, 2025 and terminating automatically on January 31, 2030.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM





**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Laura Aceves-Sanchez
D4E839D504AA420...

Laura Aceves-Sanchez, Program Manager

Department Approval:

DocuSigned by:
Jordan Twardy
1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F... Initial
CS

Michael Kennedy, Finance Director/ Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made as of _____, 2025, by and between CITY OF DEARBORN, a Michigan municipal corporation ("Lessor") whose address is 16901 Michigan Avenue, Dearborn, Michigan 48126, and East Michigan Ave Holdings LLC, a Michigan Limited Liability Company ("Lessee"), whose address is 13901 Michigan Avenue, Dearborn, MI 48126, and MSR Holding LLC, a Michigan Limited Liability Company ("Lessee"), whose address is 13919 Michigan Avenue, Dearborn, MI 48126.

Background

A. Lessor owns a parcel of vacant real property in the City of Dearborn, Michigan, legally described on the attached **Exhibit A** (the "Property").

B. Lessees own commercial buildings located at 13901 Michigan Avenue, Dearborn, MI 48126 and 13919 Michigan Avenue, Dearborn, MI 48126 (the "Businesses") and wish to install a trash dumpster enclosure for the benefit of the Businesses.

C. Lessees wish to lease approximately 111 sq. ft. of property owned by Lessor depicted on the attached **Exhibit B** ("Leased Area"). Lessees shall utilize the Leased Area solely for the purpose of installing and maintaining a trash dumpster enclosure for the benefit of the Businesses. Lessees' use of the Leased Area shall be subject to the terms and conditions set forth in this Lease.

NOW THEREFORE, the parties, intending to be legally bound and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Terms and Conditions

1. **LEASE**. Lessor, in consideration for the rents to be paid and the covenants and agreements to be performed by Lessees, hereby leases to Lessees approximately 111 sq. ft. of property shown as the Leased Area on the attached **Exhibit B**, subject to the terms and conditions set forth in this Lease.

2. **POSSESSION**. Lessor agrees to deliver exclusive possession of the Leased Area on the Lease Commencement Date (defined below), subject to any easements and restrictions of record.

3. **TERM**. The Term of this Lease shall commence on **February 1, 2025** ("Lease Commencement Date") and shall terminate automatically on **January 31, 2030**, without any further action of the parties, unless Lessor specifically grants an extension in writing or expressly revokes or cancels this Lease by notifying Lessees in writing.

4. **BASE RENT**. Lessees shall pay to Lessor as base rent ("Base Rent") for the use of the Leased Area the sum of TWO HUNDRED TWENTY-TWO AND 00/100 DOLLARS (\$222.00) per year, adjusted annually by the Consumer Price Index for All Urban Consumers (PCI-U): Selected areas, all items index, Midwest urban; size B/C. The first Base Rent payment is due on **February 1, 2025**. Thereafter, Lessees shall pay Base Rent annually to Lessor, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.

5. ADMINISTRATIVE FEE. Lessees shall pay to Lessor an annual administrative fee ("Administrative Fee") in the amount of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per year. The Administrative Fee shall be paid with the Base Rent, annually by ACH, on the anniversary date of the Lease Commencement Date. Lessees shall be in default if they fail to pay any sums to Lessor when due, including Base Rent and Administrative Fee, and do not cure the default within thirty (30) days after being notified in writing, specifying the default. A late fee in the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be assessed automatically by Lessor upon any payment in default, to compensate Lessor for the cost and inconvenience associated with such late payment.

6. DUMPSTER ENCLOSURE INSTALLATION, REPAIR AND MAINTENANCE. At its sole cost and expense, Lessees shall install a trash dumpster enclosure on the Leased Area for the benefit of the Businesses. The trash dumpster enclosure must be installed within one (1) year from the Lease Commencement Date. Lessees' obligation to improve the Property to install the trash dumpster enclosure must comply with all relevant Code requirements. Lessees shall obtain all necessary permits, inspections, and approvals, at their sole cost and expense. Plans for the trash dumpster enclosure must be approved by the requisite City departments.

Lessees shall maintain the Leased Area in a first-class, clean, safe, well-maintained manner. Without limiting the foregoing, Lessees shall:

- A. be responsible for all maintenance, upkeep, and/or all Code violation corrections;
- B. not install any grease tanks or receptacles in the trash dumpster enclosure area;
- C. place all trash dumpsters in the enclosure;
- D. obtain any and all necessary approvals required by DTE Energy Company;
- E. remove trash, debris, and litter on a daily basis from the Leased Area;
- F. remove snow and ice from the Leased Area;
- G. apply salt for snow and ice on the Leased Area;
- H. remove any graffiti from the Leased Area;
- I. ensure that dumpster enclosure gates remain closed;
- J. not cause or permit any obstruction to the area surrounding the Leased Area;
- K. not disturb, move, or damage any adjacent concrete parking barriers;
- L. trim, water, weed, and provide general maintenance to any landscaping on the Leased Area; and
- M. repair and replace, as necessary, the paving materials on the Leased Area.

Lessees shall defend, indemnify and hold Lessor harmless from all claims and liabilities due to the acts or omissions arising from these duties.

7. TAXES. Lessees shall be responsible for and shall pay, before delinquency, all municipal, county, and state taxes assessed on the Leased Area by the City Assessor, during the Lease Term.

8. SPECIFICATIONS.

- A. Lessees agree to maintain the trash dumpster enclosure located on the Leased Area for use in conjunction with the Businesses and in accordance

with all local and state regulations. Lessees agree to do so at their own cost and expense and in accordance with the terms of this Agreement. Lessees further agree that the Leased Area shall be clear of all liens, claims of lien, and any other claim of contractors, laborers, and material suppliers associated with Lessees' improvements.

- B. Lessees' trash dumpster enclosure on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals, if required. Lessor shall enforce its ordinance, rules, regulations, and codes in the same manner as it enforces them generally, and without discrimination in favor or against Lessees.
- C. It is expressly agreed that Lessor makes no warranties that the Leased Area complies with federal, state, or local governmental law or regulations applicable to the Lessees' use. Lessees have fully examined and inspected the Leased Area and accept the Leased Area "AS IS" in its existing condition with no warranties of any kind concerning the condition of the Leased Area or its use. Lessees understand that there may be utility easements that impact the Leased Area.

9. ASSIGNMENT OF LEASE. Lessees shall not assign, transfer, convey, sublet, or otherwise substitute another person or entity into this Lease, without the prior written consent of the Lessor. If Lessor consents to such assignment, Lessor reserves the right to increase the rent upon assignment of the Lease.

10. PERMIT AND SITE PLAN APPROVAL. Permits and site plans shall be subject to the final approval of the Department of Economic Development for the City of Dearborn. Lessees shall be responsible for any and all permit and site plan fees, as well as all fees to construct the trash dumpster enclosure.

11. INSURANCE. Lessees shall maintain General Liability Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The Certificate of Insurance must contain, as an endorsement, the following language pertaining to the General Liability coverage:

"The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any 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

12. INDEMNIFICATION. Lessees shall defend, indemnify, and save harmless, Lessor, its officials, agents, employees, and representatives against any and all claims, suits, and judgments of every kind and description arising out of the installation, construction and/or maintenance of the trash dumpster enclosure, and landscaping in the Leased Area, except to

the extent that the loss or damage is caused by the gross negligence or intentional acts of Lessor.

13. ADDITIONAL COVENANTS OF LESSEES. Lessees covenant and agree during the Term or any extension thereof, that they shall:

- A. not commit any waste on the Leased Area;
- B. use and operate the Leased Area in compliance with all existing and future laws, statutes, regulations, rules, and ordinances of all governmental authorities and agencies, with respect to the use and occupancy of the Leased Area including all environmental laws; and
- C. take all such precautions so as to protect Lessor's property from damage.

Except as otherwise provided herein, at the termination or cancellation of this Lease, the Leased Area shall be restored by Lessees to its original condition, at Lessees' sole cost and expense, or to a condition satisfactory to Lessor. Lessees are solely responsible for the cost of any repair or removal of the trash dumpster enclosure and improvements to the Leased Area if required by Lessor at the expiration or termination of the Lease Term.

14. COVENANTS OF THE LESSOR. The Lessor hereby covenants and agrees that, during the Term of this Lease or any extension thereof, it will, provided Lessees are not in default under this Lease, cause the Lessees to peacefully and quietly hold and enjoy possession of the Leased Area under the terms of this Lease.

15. DEFAULT AND REMEDIES.

A. If the Lessees shall at any time during the Term or any extension thereof:

- (i) default in the payment of the Base Rent, Administrative Fee, Repair and Maintenance, and/or Taxes, or any other payment required under this Lease when due;
- (ii) default in the performance of any of the conditions, terms, provision, and covenants of any other term or condition of this Lease and fail to cure such default within thirty (30) days after receipt of written notice of such failure; or
- (iii) be dissolved, adjudged bankrupt, make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed in any action, suit, or proceedings by or against the Lessees

then the Lessor may exercise any remedy available at law or in equity, including without limitation the right, at its sole option, to terminate this Lease, and/or without terminating this Lease, re-enter the Leased Area, and again have possession and enjoy the same after notice of such default and reasonable opportunity to cure. If Lessor elects to terminate, the Lease shall have no further force or effect except for those Lease provisions that expressly survive such termination, including the right of the Lessor to recover from the Lessees all the rent or damages that have accrued at the time of Lessor's exercise of remedies.

B. It is agreed that each and every of the rights, remedies, and benefits provided to Lessor by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.

- C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall pay to the prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.
- D. The parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever out of or in any connection with this Lease, the relationship of Lessor and Lessees, Lessees' use or occupancy of the Leased Area, and/or any claim of injury or damage.
- E. Notwithstanding anything contained herein to the contrary, any default by Lessees which occurs two or more times in any three-month period shall constitute a separate and independent default of Lessees.

16. MISCELLANEOUS.

- A. If Lessees hold over after the termination or expiration of this Lease, thereafter at Lessor's option, Lessees shall be deemed month-to-month tenants, and the Base Rent shall be increased to ONE HUNDRED DOLLARS and 00/100 DOLLARS (\$100.00) per month.
- B. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
- C. Any notice which any party may or is required to give, shall be given as follows:

If to Lessor at:
City of Dearborn
16901 Michigan Avenue, Suite 15
Dearborn, MI 48126
Attn.: Economic and Community Development Director

With a copy to:
City of Dearborn
16901 Michigan Avenue, Suite 14
Dearborn, MI 48126
Attn.: Corporation Counsel

If to Lessees at:
East Michigan Ave Holdings, LLC
13901 Michigan Avenue
Dearborn, MI 48126
Attn.: Mohamed Sohoubah

and

MSR Holding, LLC
13919 Michigan Avenue
Dearborn, MI 48126
Attn: Mohamed Sohoubah

- D. This Lease shall be governed by the laws of the State of Michigan.
- E. All notices, requests, demands, consents, or other communications including a change in the address for notices in connection with this Lease which are required hereunder to be written, shall be sent by overnight delivery service, hand delivered, certified mail, or return receipt requested, postage prepaid and addressed to such party at the addresses set forth above.
- F. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Lessees, their successors or permitted assigns or the Lessor, its successors and assigns.
- G. Nothing in this Lease shall confer any rights or remedies upon persons other than Lessor and Lessees and each of their respective successors and permitted assigns, nor to confer upon anyone the status of third-party beneficiary of this Lease.
- H. If any one or more of the provisions of this Lease, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other application of the provisions and the balance of this Lease shall not be affected.
- I. The covenants, conditions and agreements hereon are binding on their heirs, successors, representatives and assigns of the parties hereto.
- J. This Lease, along with the attached exhibits, shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.
- K. Other than specifically stated herein, Lessees shall not make or cause to be made any alterations, additions or improvements to the Leased Area or install or cause to be installed any improvements thereon without the prior written approval of Lessor which may be denied in its sole and absolute discretion. As a condition of any such approval, Lessor shall have the right to impose such limitations to the extent Lessor requires their removal.
- L. Lessees shall not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Leased Area without Lessor's prior written approval.
- M. Lessor shall not be responsible for damage or loss to Lessees' belongings on the Leased Area, whether or not such damage is caused by vehicles or persons on the Leased Area and/or surrounding areas.

- N. Lessor shall not be liable in the event of any interruption in the supply of any utilities.
- O. Lessees and Lessees' employees and agents shall not solicit business in or on the Leased Area.
- P. Lessor or Lessor's agents shall have the right to enter upon the Leased Area at all reasonable times to examine same, to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and shall be allowed to take all materials into and upon the Leased Area that may be required therefor.
- Q. Any amount due from Lessees to Lessor hereunder which is not paid when due shall bear interest at the highest legal rate from the date due until paid.
- R. Lessees and Lessor have each had the opportunity to consult with counsel regarding this Lease. Therefore, this Lease shall not be construed against either party as the drafter of same.
- S. This Lease is subject to the approval of the Dearborn City Council.
- T. Lessor or Lessees may cancel this Agreement at any time, for any reason, without further obligation, provided the party affords the other party 60 days' written notice in accordance with section 16(C) herein.
- U. Notwithstanding anything to the contrary contained herein, Lessor also specifically reserves the right to cancel this Agreement without further obligation upon providing 60 days' written notice in accordance with section 16(C) herein in the event that Lessor implements a sanitation-related special assessment district that includes the Leased Area. In such case, the trash dumpster enclosure and any additional improvements to the Leased Area shall become the sole property of Lessor.

Notwithstanding anything to the contrary contained herein, Lessees, East Michigan Ave Holdings LLC and MSR Holding LLC, hereby agree and affirm that they shall be jointly and severally liable for the full and faithful performance of each and every obligation under this Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF DEARBORN

Lessor

BY: _____

Abdullah H. Hammoud
Mayor, City of Dearborn
As authorized by CR

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

On the ___ day of _____, 2025, before me appeared ABDULLAH H. HAMMOUD, to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR _____, and said ABDULLAH H. HAMMOUD acknowledged said instrument to be the free act and deed of the City of Dearborn.

Notary Public, Wayne County, MI
My Commission expires:

EAST MICHIGAN AVE HOLDINGS, LLC

Lessee

BY: _____

Mohamed Sohoubah
Its _____

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

On the ___ day of _____, 2025, before me appeared MOHAMED SOHOUBAH, to me personally known who, being sworn by me, did say that he is the _____ for EAST MICHIGAN AVE HOLDINGS, LLC, and that said instrument was signed on behalf of EAST MICHIGAN AVE HOLDINGS, LLC and said MOHAMED SOHOUBAH acknowledged said instrument to be the free act and deed of EAST MICHIGAN AVE HOLDINGS, LLC.

Notary Public, Wayne County, MI
My Commission expires:

MSR HOLDING, LLC
Lessee

BY: _____
Mohamed Sohoubah
Its

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the ___ day of _____, 2025, before me appeared MOHAMED SOHOUBAH,
to me personally known who, being sworn by me, did say that he is the _____
for MSR HOLDING, LLC, and that said instrument was signed on behalf of MSR HOLDING,
LLC and said MOHAMED SOHOUBAH acknowledged said instrument to be the free act and
deed of MSR HOLDING, LLC.

Notary Public, Wayne County, MI
My Commission expires:

EXHIBIT A

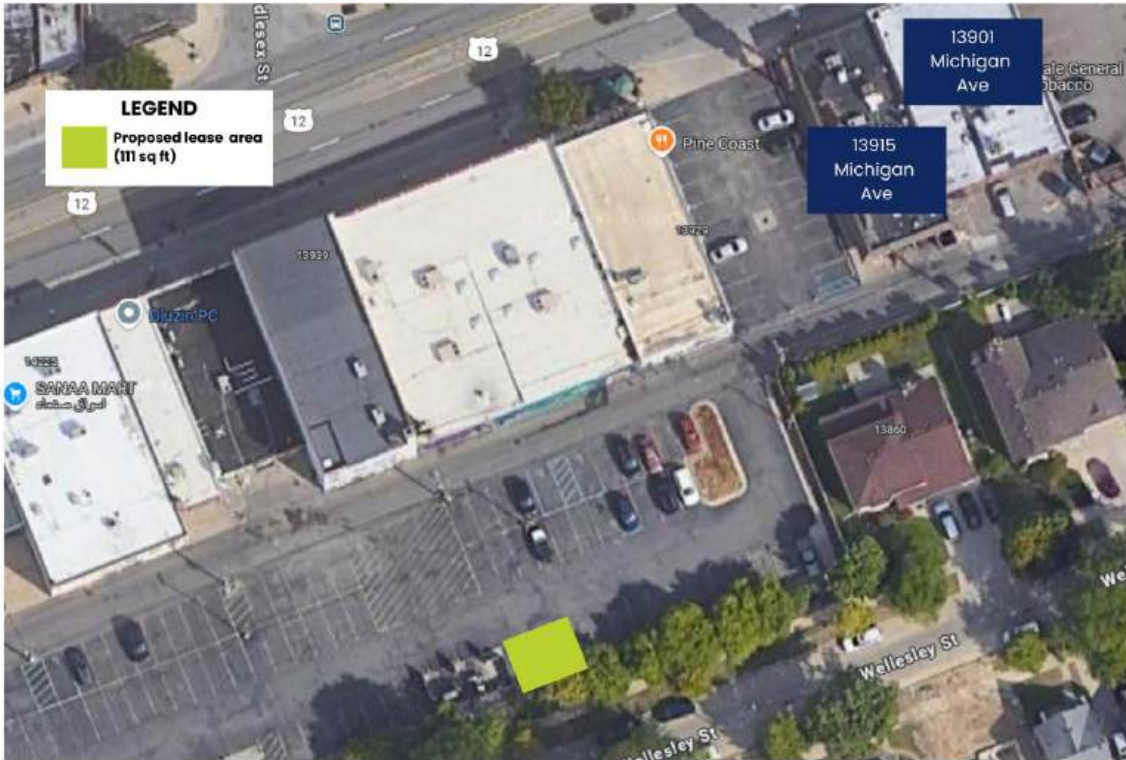
City-owned property:

LOTS 277 THRU 287 & PT OF LOTS 288 TO 291 WILLIAMSON SUB, BEG AT SE COR OF LOT 277, TH N 19-59-00 W 96 FT TO SL OF 22 FT ALLEY, TH ALG SAID SL S 70-22-00 W TO THE E L OF SCHLAFF (66 FT WIDE), TH CURVING TO RT ALG ELY L O

Tax ID No. 82-10-184-05-039

Commonly Known As: 14200 Wellesley, Dearborn, MI 48126

EXHIBIT B





MSRHOLD-01

MARCUSM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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 Korotkin Insurance Group PO Box 431 Southfield, MI 48037-0431	CONTACT NAME: Marcus Manetta
	PHONE (A/C, No, Ext): (248) 352-5140
	FAX (A/C, No): (248) 352-0305
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Western World Ins Co
	NAIC #
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

East Michigan Ave Holdings, LLC
13901 Michigan Ave
Dearborn, MI 48126

COVERAGES CERTIFICATE NUMBER: 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:	X	X	NPP8869847	12/1/2024	12/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any 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.

Waiver of Subrogation in favor of The City of Dearborn included

CERTIFICATE HOLDER	CANCELLATION
The City of Dearborn 16901 Michigan Ave Dearborn, MI 48126	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



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Authorization for the Finance Director to recognize and appropriate a donation towards Dearborn Coffee Week event expenditures to the West Dearborn Downtown Development Authority.

Requesting immediate effect

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

BRIEF DESCRIPTION: The West Dearborn Downtown Development Authority received a donation of \$1,000.00 from Ford World Headquarters towards the Dearborn Coffee Week event. It is respectfully requested that the Finance Director be authorized to recognize and appropriate the donation for the Dearborn Coffee Week event expenditures.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The West Dearborn Downtown Development Authority hosted the first Dearborn Coffee Week, which celebrated the city's booming coffee culture. Over fifteen Dearborn-based coffeeshops participated in the week's events, including a Coffee Tasting Kickoff held at Peace Park West and coffee pop-up activities at various coffeeshops. The \$1,000 donation from Ford World Headquarters helped provide additional programming and activities for attendees during the Coffee Tasting Kickoff.

FISCAL IMPACT: This donation increased the available funds for activities and programming of the Dearborn Coffee Week Coffee Tasting Event held in the West Dearborn Downtown Development Authority.

COMMUNITY IMPACT:

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

IMPLEMENTATION TIMELINE: Requesting immediate effect

COMPLIANCE/PERFORMANCE METRICS: N/A



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Angela Fortino, Deputy Director, Economic Development

SUBJECT: Authorization for the Finance Director to recognize and appropriate a donation towards Dearborn Coffee Week event expenditures for the West Dearborn Downtown Development Authority.

DATE: January 28, 2025

Budget Information

Adopted Budget: \$0

Amended Budget: \$1,500

Requested Amount: \$1,000

Funding Source: West Dearborn Downtown Development Authority, Miscellaneous Revenues, Contributions, Donations from Priv Source

Supplemental Budget: N/A

Summary of Request

The West Dearborn Downtown Development Authority hosted the first Dearborn Coffee Week, which celebrated the city's booming coffee culture. The \$1,000 donation from Ford World Headquarters helped provide additional programming and activities for attendees during the Coffee Tasting Kickoff event.

It is respectfully requested that the Finance Director be authorized to recognize and appropriate the donation for the Dearborn Coffee Week event expenditures to the West Dearborn Downtown Development Authority.

Immediate effect is requested.

Background and Justification

The West Dearborn Downtown Development Authority hosted the first Dearborn Coffee Week, which celebrated the city's booming coffee culture. Over fifteen Dearborn-based coffeeshops participated in the week's events, including a Coffee Tasting Kickoff held at Peace Park West and coffee pop-up activities at various coffeeshops. The \$1,000



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

donation from Ford World Headquarters helped provide additional programming and activities for attendees during the Coffee Tasting Kickoff event.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Laura Aceves-Sanchez
D4E839D504AA420...

Laura Aceves-Sanchez, Program Manager

Department Approval:

DocuSigned by:
Jordan Twardy
1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F... Initial
CS

Michael Kennedy, Finance Director/ Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Approval to sell the City-owned property located at 5146 Porath to ACCESS for the sum of \$1.00 for its Substance Use Disorder Treatment project.

Immediate Effect

DEPARTMENT: Economic Development and Law.

BRIEF DESCRIPTION: Approval is requested for the City to sell to ACCESS the City-owned property located at 5146 Porath for the sum of One Dollar (\$1.00) for its Substance Use Disorder Treatment Center project.

PRIOR COUNCIL ACTION:

C.R. 7-319-19 authorized the City to purchase the house at 5146 Porath from the Wayne County Treasurer.

C.R. 3-124-23 authorized the City to sell the properties at 5109, 5115, 5121, and 5127 Eugene to ACCESS for its Substance Use Disorder Treatment Center project.

BACKGROUND: Council Resolution 3-124-23 authorized the City to sell the properties at 5109, 5115, 5121, and 5127 Eugene for the total sum of \$1.00 to ACCESS for its Substance Use Disorder Treatment Center project. The additional sale to ACCESS of the City-owned property located at 5146 Porath is crucial to the completion of the project by ACCESS.

FISCAL IMPACT: The City will no longer bear the expense of maintaining the property.

IMPACT TO COMMUNITY: Delivery of the proposed substance abuse recovery facility and the adjacent transitional supportive housing. This unique combination of substance abuse recovery supportive services and transitional supportive housing would typically not be brought in to the marketplace without public support.

IMPLEMENTATION TIMELINE: Closing to occur within ninety (90) days of Council approval of the sale.

COMPLIANCE/PERFORMANCE METRICS: Economic Development Department and Law Department will monitor compliance with conditions pertaining to the sale, including all deadlines.

DEPARTMENT OF LAW



TO: CITY COUNCIL
FROM: ECONOMIC DEVELOPMENT AND CORPORATION COUNSEL
VIA: MAYOR ABDULLAH HAMMOUD
SUBJECT: SALE OF CITY-OWNED PROPERTY AT 5146 PORATH TO ACCESS
DATE: JANUARY 13, 2025

Council Resolution 3-124-23 (copy attached), authorized the City to sell the properties at 5127, 5121, 5115, and 5109 Eugene for the total sum of \$1.00 to ACCESS for its Substance Use Disorder Treatment Center project.

The Economic Development Department now wishes to sell the City-owned property located at 5146 Porath to ACCESS for the sum of \$1.00 for its project. ACCESS will be responsible for any and all related fees including, but not limited to, closing fees and fees associated with the demolition of the structure currently on the property.

The sale shall be subject to the conditions set forth in Council Resolution 3-124-23, the Offer to Purchase 5146 Porath, and the Memo of Understanding and First Amendment thereto (copies attached).

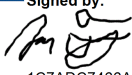
Therefore, it is recommended that the City sell to ACCESS the property located at 5146 Porath for the sum of One Dollar (\$1.00), which ACCESS will use for its Substance Use Disorder Treatment Center project. It is further recommended that Corporation Counsel be authorized to execute the attached Offer to Purchase 5146 Porath and the First Amendment to Memo of Understanding in furtherance of this sale and that, upon receipt of the executed Offer to Purchase, the Mayor be authorized to execute a Deed conveying 5146 Porath to ACCESS upon approval of form by Corporation Counsel. **Immediate effect** is requested.

Respectfully submitted,

DocuSigned by:

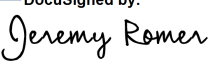
C73061A00EB9490...

REBECCA A. SCHULTZ
Assistant Corporation Counsel

Signed by:

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JORDAN TWARDY
Director of Economic Development

APPROVED:

DocuSigned by:

E7A573BA25E3460...

JEREMY J. ROMER
Corporation Counsel

attachment

RESOLUTION

WHEREAS: Council Resolution 3-124-23 authorized the City to sell the properties located at 5127, 5121, 5115, and 5109 Eugene to ACCESS for the total sum of \$1.00 for its Substance Use Disorder Treatment Center project, and

WHEREAS: The Economic Development Department now wishes to sell the City-owned property located at 5146 Porath to ACCESS for the sum of \$1.00 for its Substance Use Disorder Treatment Center project, and

WHEREAS: The sale shall be subject to the conditions set forth in Council Resolution 3-124-23, the Offer to Purchase 5146 Porath, and the Memo of Understanding and First Amendment thereto, and

WHEREAS: The City of Dearborn and its residents will benefit from this project in the form of delivery of the proposed substance abuse recovery facility and the adjacent transitional supportive housing, bringing this type of housing to Dearborn where it is needed. This unique combination of substance abuse recovery supportive services and transitional supportive housing would typically not be brought in to the marketplace without public support, and

WHEREAS: It is recommended that the City sell to ACCESS the property located at 5146 Porath for the sum of One Dollar (\$1.00), which ACCESS will use for its Substance Use Disorder Treatment Center project, and

WHEREAS: ACCESS will be responsible for any and all related fees including, but not limited to, closing fees and fees associated with the demolition of the structure currently on the property, and

WHEREAS: ACCESS shall close no later than ninety (90) days following City Council approval of the sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126, and

WHEREAS: It is further recommended that Corporation Counsel or his designee be authorized to execute the Offer to Purchase 5146 Porath and the First Amendment to the Memo of Understanding in furtherance of this sale and that, upon receipt of the executed Offer to Purchase, the Mayor be authorized to execute a Deed conveying 5146 Porath to ACCESS upon approval of form by Corporation Counsel or his designee; therefore be it

RESOLVED: That this Council does hereby determine to affect the sale of the parcel described as:

Lot 201, P.M. Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as 5146 Porath
Tax ID No.: 82-10-172-06-004
Lot size: 30' x 103'

to ACCESS for the sum of One Dollar (\$1.00) which ACCESS will use for its Substance Use Disorder Treatment Center project; be it further

RESOLVED: That the sale is contingent upon full compliance with the conditions contained in the Offer to Purchase 5146 Porath, the Memo of Understanding and First Amendment thereto, and Council Resolution 3-124-23; be it further

RESOLVED: That the Corporation Counsel or his designee is authorized to execute documents on behalf of the City of Dearborn in furtherance of the sale; be it further

RESOLVED: That upon receipt of the executed Offer to Purchase, the Mayor is authorized to execute a Deed conveying 5146 Porath to ACCESS upon approval of form by Corporation Counsel or his designee; be it further

RESOLVED: This Resolution is given immediate effect.

By Paris supported by Hammoud.

3-124-23. WHEREAS: The Arab Community Center for Economic and Social Services (ACCESS) has launched an initiative to build a comprehensive, state-of-the-art Substance Use Disorder Treatment Center on land they own at 10149 Michigan Avenue, 5145 Eugene, and several parcels west of 5145 Eugene in Dearborn. The Center will provide affordable treatment options and recovery resources, including treatment, bilingual and culturally sensitive programming, short-term residential care, food assistance, housing, education, and employment, to combat the alarming rise in substance abuse among youth and adults in our community, and

WHEREAS: To support this unique combination of substance abuse recovery supportive services and transitional supportive housing which would typically not be brought in to the marketplace without public support, the Economic Development Department recommends that the City partner with ACCESS and sell to ACCESS via Quit Claim Deed for the sum of One Dollar (\$1.00) four (4) adjacent, City-owned vacant lots that ACCESS will use to build transitional supportive housing adjacent to its Substance Use Disorder Treatment Center, and

WHEREAS: The four (4) vacant lots to be sold to ACCESS are:

Lot 111, F. and P.M. Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5127 Eugene
Tax ID No.: 82-10-172-06-042
Lot size: 30' x 103'

Lot 112, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5121 Eugene
Tax ID No.: 82-10-172-06-041
Lot size: 30' x 103'

Lot 113, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5115 Eugene
Tax ID No.: 82-10-172-06-040
Lot size: 30' x 103'

Lot 114, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5109 Eugene
Tax ID No.: 82-10-172-06-039
Lot size: 30' x 103'

AND

WHEREAS: The sale shall be subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

1. Sale of all parcels is contingent upon the successful completion of the ACCESS to Recovery Center project on the parcels and adjacent property within three (3) years of City Council approval of the sale, along with the completion of the following items:
 - a. ACCESS, at its sole expense, shall perform all necessary title/survey work, site preparation, and any other tasks required by law to facilitate the development of the ACCESS to Recovery Center project, and to obtain an approved site plan from the Economic Development Department for the ACCESS to Recovery Center from the City of Dearborn, within one (1) year of Council approval of the sale.
 - b. ACCESS shall complete construction and secure a certificate of occupancy for the ACCESS to Recovery Center within three (3) years of Council approval of the sale.
 - c. ACCESS shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.

The deed will contain a reversionary clause that states that a failure to obtain an approved site plan from the Economic Development Department for the ACCESS to Recovery Center from the City of Dearborn within one (1) year of Council approval of the sale will result in the property automatically reverting back to the City of Dearborn. The deed will also contain a reversionary clause that states that a failure to complete

construction and secure a certificate of occupancy for the ACCESS to Recovery Center within three (3) years of Council approval of the sale will result in the property automatically reverting back to the City of Dearborn.

2. Sale is subject to Dearborn City Council approval.
3. Property is sold "as is" and "where is."
4. Purchaser must construct the ACCESS to Recovery Center in accordance with all applicable local, state, and federal regulations and building codes

AND

WHEREAS: ACCESS shall close no later than thirty (30) days following City Council approval of the sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126, and

WHEREAS: The partnership between the City and ACCESS shall be memorialized in a Memo of Understanding providing that in exchange for the City's sale of the properties to ACCESS for the sum of One Dollar (\$1.00), ACCESS shall perform the following duties:

1. Develop the project site as follows: The ACCESS to Recovery Center concept shall include the following additional elements in the site plan, subject to review and approval by the Economic Development Director, in addition to all applicable site development standards and requirements set by the City of Dearborn or other applicable entities:
 - A. Incorporation of streetscape enhancements and shared use pathway along the entire Michigan Avenue frontage of the property, including:
 - i. Contingent upon transit agency approval, a sheltered bus stop designed to SMART and DDOT standards, with electronic message center showing real-time transit information as provided by SMART and/or DDOT.
 - ii. Bicycle parking for at least 8 bicycles.
 - iii. A bicycle repair station.
 - iv. Trash container.
 - v. Recycling container.
 - vi. A landscaping plan featuring rain gardens with native plantings.
 - vii. A maintenance plan which includes estimated annual cost to maintain the above improvements in good repair annually.

2. Promote the project as follows: In all promotional messaging done by ACCESS for the project, ACCESS shall acknowledge the City of Dearborn as a "project partner." This includes:
 - A. On ACCESS websites, social media posts, e-newsletters, radio/television communications, and print publications.
 - B. In articles with third-party promotional partners (e.g. newspapers, magazines, and others) featuring the project

AND

WHEREAS: The City of Dearborn and its residents will benefit from this project in the form of delivery of the proposed substance abuse recovery facility and the adjacent transitional supportive housing, bringing this type of housing to Dearborn where it is needed. This unique combination of substance abuse recovery supportive services and transitional supportive housing would typically not be brought in to the marketplace without public support, and

WHEREAS: It is recommended that the City partner with ACCESS and sell to ACCESS via Quit Claim Deed for the sum of One Dollar (\$1.00) the vacant lots located at 5127 Eugene, 5121 Eugene, 5115 Eugene, and 5109 Eugene, which ACCESS will use to build transitional supportive housing adjacent to its Substance Use Disorder Treatment Center in accordance with the conditions set forth above, and

WHEREAS: It is further recommended that Corporation Counsel be authorized to execute the attached Purchase Agreement and Memo of Understanding in furtherance of this sale and that, upon receipt of the executed Purchase Agreement, the Mayor be authorized to execute a Quit Claim Deed conveying the four vacant lots to ACCESS upon approval of form by Corporation Counsel; therefore be it

RESOLVED: That the City is authorized to partner with ACCESS and to sell to ACCESS for the sum of One Dollar (\$1.00) via Quit Claim Deed the following four (4) adjacent, City-owned vacant lots that ACCESS will use to build transitional supportive housing adjacent to its Substance Use Disorder Treatment Center:

Lot 111, F. and P.M. Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5127 Eugene
Tax ID No.: 82-10-172-06-042
Lot size: 30' x 103'

Lot 112, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5121 Eugene
Tax ID No.: 82-10-172-06-041
Lot size: 30' x 103'

Lot 113, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5115 Eugene
Tax ID No.: 82-10-172-06-040
Lot size: 30' x 103'

Lot 114, F. and P.M. Park Sub. City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as vacant lot at 5109 Eugene
Tax ID No.: 82-10-172-06-039
Lot size: 30' x 103';

BE IT FURTHER

RESOLVED: That the sale shall be subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

1. Sale of all parcels is contingent upon the successful completion of the ACCESS to Recovery Center project on the parcels and adjacent property within three (3) years of City Council approval of the sale, along with the completion of the following items:
 - a. ACCESS, at their sole expense, shall perform all necessary title/survey work, site preparation, and any other tasks required by law to facilitate the development of the ACCESS to Recovery Center project, and to obtain an approved site plan from the Economic Development Department for the ACCESS to Recovery Center

from the City of Dearborn, within one (1) year of Council approval of the sale.

- b. ACCESS shall complete construction and secure a certificate of occupancy for the ACCESS to Recovery Center within three (3) years of Council approval of the sale.
- c. ACCESS shall, at their sole expense, for the entire duration of construction, maintain and secure their construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.

The deed will contain a reversionary clause that states that a failure to obtain an approved site plan from the Economic Development Department for the ACCESS to Recovery Center from the City of Dearborn within one (1) year of Council approval of the sale will result in the property automatically reverting back to the City of Dearborn. The deed will also contain a reversionary clause that states that a failure to complete construction and secure a certificate of occupancy for the ACCESS to Recovery Center within three (3) years of Council approval of the sale will result in the property automatically reverting back to the City of Dearborn.

- 2. Sale is subject to Dearborn City Council approval.
- 3. Property is sold "as is" and "where is."
- 4. Purchaser must construct the ACCESS to Recovery Center in accordance with all applicable, local, state, and federal regulations and building codes;

BE IT FURTHER

RESOLVED: That the sale to ACCESS shall close no later than thirty (30) days following City Council approval of the sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126; be it further

RESOLVED: That Corporation Counsel is authorized to execute a Memo of Understanding between the City and ACCESS providing that in exchange for the City's sale of the properties to ACCESS for the sum of One Dollar (\$1.00), ACCESS shall perform the following duties:

1. Develop the project site as follows: The ACCESS to Recovery Center concept shall include the following additional elements in the site plan, subject to review and approval by the Economic Development Director, in addition to all applicable site development standards and requirements set by the City of Dearborn or other applicable entities:
 - A. Incorporation of streetscape enhancements and shared use pathway along the entire Michigan Avenue frontage of the property, including:
 - i. Contingent upon transit agency approval, a sheltered bus stop designed to SMART and DDOT standards, with electronic message center showing real-time transit information as provided by SMART and/or DDOT.
 - ii. Bicycle parking for at least 8 bicycles.
 - iii. A bicycle repair station.
 - iv. Trash container.
 - v. Recycling container.
 - vi. A landscaping plan featuring rain gardens with native plantings.
 - vii. A maintenance plan which includes estimated annual cost to maintain the above improvements in good repair annually.
2. Promote the project as follows: In all promotional messaging done by ACCESS for the project, ACCESS shall acknowledge the City of Dearborn as a "project partner." This includes:
 - A. On ACCESS websites, social media posts, e-newsletters, radio/television communications, and print publications.
 - B. In articles with third-party promotional partners (e.g. newspapers, magazines, and others) featuring the project;

BE IT FURTHER

RESOLVED: That Corporation Counsel is authorized to execute the Purchase Agreement and Memo of Understanding in furtherance of the sale; be it further

RESOLVED: That, upon receipt of the executed Purchase Agreement, the Mayor is authorized to execute a Quit Claim Deed conveying the four lots to ACCESS upon approval of form by Corporation Counsel; be it further

RESOLVED: This Resolution is given immediate effect.

The resolution was unanimously adopted.

By Enos supported unanimously.

3-125-23. WHEREAS: The council has learned with sorrow of the passing of John H. Bridges, and

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

RESOLVED: That the members of the 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.

The resolution was unanimously adopted.

By Abraham supported unanimously.

3-126-23. WHEREAS: The council has learned with sorrow of the passing of Leonard Moore, and

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

RESOLVED: That the members of the 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.

The resolution was unanimously adopted.

OFFER TO PURCHASE 5146 PORATH, DEARBORN, MI 48126

Date: _____, 2025

1. THE UNDERSIGNED PURCHASER, Arab Community Center for Economic and Social Services (ACCESS), 2651 Saulino Court, Dearborn, Michigan 48120, by _____, its _____, hereby offers and agrees to purchase from SELLER, City of Dearborn, 16901 Michigan Avenue, Dearborn, Michigan 48126, the following land situated in the City of Dearborn, County of Wayne, State of Michigan, described as:

Lot 201, P.M. Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Commonly known as 5146 Porath
Tax ID No.: 82-10-172-06-004
Lot size: 30' x 103'

(hereinafter "Property"), and to pay therefore, the sum of **ONE DOLLAR (\$1.00)**, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

1. Sale is contingent upon the successful completion of the ACCESS to Recovery Center project on the parcel and adjacent parcels previously purchased from the City within the time frame set forth in the Purchase Agreement executed by the parties on April 4, 2023 for the sale of 5109, 5115, 5121, and 5127 Eugene, along with the completion of the following items:
 - a. ACCESS, at its sole expense, shall perform all necessary title/survey work, site preparation, and any other tasks required by law to facilitate the development of the ACCESS to Recovery Center project, and to obtain an approved site plan from the Economic Development Department for the ACCESS to Recovery Center from the City of Dearborn.
 - b. ACCESS shall complete construction and secure a certificate of occupancy for the ACCESS to Recovery Center within the time frame set forth in the Purchase Agreement executed by the parties on April 4, 2023.
 - c. ACCESS shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.

The deed will contain a reversionary clause that states that a failure to complete construction and secure a Certificate of Occupancy for the ACCESS to Recovery Center within the time frame set forth in the Purchase Agreement executed by the parties on April 4, 2023 will result in the Property automatically reverting back to the City of Dearborn.
2. Sale is subject to Dearborn City Council approval.
3. Property is sold "as is" and "where is."
4. Purchaser must construct the ACCESS to Recovery Center in

accordance with all applicable local, state, and federal regulations and building codes.

CASH SALE and delivery of a DEED.

2. GENERAL CONDITIONS:

a. **Closing.** Purchaser shall close no later than ninety (90) days following Dearborn City Council approval of this Property sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126.

b. **Closing Costs.** Purchaser shall pay for transfer taxes, revenue stamps, and closing fees.

c. **Building and Use Restrictions, Easements and Municipal Ordinances and Regulations.** Purchaser understands that there may be building and use restrictions and/or ordinances and regulations enacted by governmental entities which may affect Purchaser’s intended use of the premises. By executing this Agreement, Purchaser acknowledges that it is satisfied with the applicability of any such building and use restrictions, ordinances and/or regulations pertaining to its intended use of the premises.

d. **Construction.** Whenever the singular number is used, the same shall include the plural and the neuter. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implications shall be drawn therefrom.

e. **Binding Effect.** The agreements herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the respective parties.

f. **Entire Agreement.** Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein. This Agreement, along with the Memo of Understanding Articulating a Working Relationship Between City of Dearborn and Arab Community Center for Economic and Social Services (ACCESS) executed by the parties on April 18, 2023, and the First Amendment thereto being executed simultaneously with this Purchase Agreement, and the Purchase Agreement executed by the parties on April 4, 2023 constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be changed, modified, or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

g. **Notice.** Any notices required hereby shall be delivered to the following addresses:

If to Purchaser: ACCESS
 2651 Saulino Court
 Dearborn, MI 48120
 Attention: _____
 Telephone: _____
 E-mail: _____

If to Seller: CITY OF DEARBORN
Economic and Community Development
Attention: Director
16901 Michigan Avenue, Ste. 15
Dearborn, MI 48126
Telephone: (313) 943-2180
Facsimile: (313) 943-2776
E-mail: jtwardy@dearborn.gov

With a copy to: CITY OF DEARBORN
Corporation Counsel
16901 Michigan Avenue, Ste. 14
Dearborn, MI 48126
Telephone: (313) 943-2035
Facsimile: (313) 943-2469
Email: rschultz@dearborn.gov

h. **Effective Date.** This Agreement shall become effective on the date the last of the Seller and Purchaser has signed this Agreement, which date will be deemed the "Effective Date".

i. **Time is of the Essence.** Time is of the essence in each and every provision of this Agreement.

PURCHASER:

ACCESS

By: _____
Title: _____

_____ Date

SELLER:

City of Dearborn

By: Rebecca A. Schultz,
Title: Assistant Corporation Counsel for
the City of Dearborn
Per Council Resolution _____

_____ Date

FIRST AMENDMENT TO THE MEMO OF UNDERSTANDING BETWEEN
CITY OF DEARBORN AND ARAB COMMUNITY CENTER FOR ECONOMIC
AND SOCIAL SERVICES (ACCESS)

This First Amendment to the Memo of Understanding Between City of Dearborn and Arab Community Center for Economic and Social Services (ACCESS) executed April 18, 2023 is entered into on _____, 2025, by and between the City of Dearborn, a Michigan Municipal Corporation (“City”), whose address is 16901 Michigan Avenue, Dearborn, MI 48126, and the Arab Community Center for Economic and Social Services (“ACCESS”), whose address is 2651 Saulino Court, Dearborn, Michigan 48120, to set forth certain amendments to the original Memo of Understanding dated April 18, 2023 (“Memo of Understanding”).

Now, therefore, City and ACCESS mutually agree to amend the Memo of Understanding as follows:

1. City also agrees to sell to ACCESS the City-owned property located at 5146 Porath for the sum of \$1.00 to be used for the ACCESS to Recovery Center project.
2. All other terms and conditions contained in the Memo of Understanding not specifically modified by this First Amendment shall remain in full force and effect.

THIS AGREEMENT IS SUBJECT TO DEARBORN CITY COUNCIL APPROVAL.

FOR ACCESS

FOR CITY OF DEARBORN

By: _____
 Title: _____
 Date: _____

REBECCA A. SCHULTZ
 Assistant Corporation Counsel
 Per Council Resolution _____
 Date: _____

MEMO OF UNDERSTANDING
ARTICULATING A WORKING RELATIONSHIP BETWEEN
CITY OF DEARBORN AND ARAB COMMUNITY CENTER FOR ECONOMIC
AND SOCIAL SERVICES (ACCESS)

Program Description:

Arab Community Center for Economic and Social Services (ACCESS) has launched an initiative to build a comprehensive, state-of-the-art Substance Use Disorder Treatment Center on land they own at 10149 Michigan Avenue, 5145 Eugene, and several parcels west of 5145 Eugene in Dearborn. The Center will provide affordable treatment options and recovery resources, including treatment, bilingual and culturally sensitive programming, short-term residential care, food assistance, housing, education, and employment, to combat the alarming rise in substance abuse among youth and adults. To support this unique combination of substance abuse recovery supportive services and transitional supportive housing which would typically not be brought in to the marketplace without public support, the City of Dearborn desires to partner with ACCESS to contribute adjacent, City-owned parcels that ACCESS will use to build supportive housing adjacent to the Center. This Memo of Understanding details the parties' roles with respect to this partnership.

Partner Roles and Responsibilities:

The City of Dearborn agrees to:

1. Sell the following properties to ACCESS for development for the initiative, subject to City Council approval:
 - a. 5109 Eugene, Tax ID No. 82-10-172-06-039; and
 - b. 5127 Eugene, Tax ID No. 82-10-172-06-042; and
 - c. 5121 Eugene, Tax ID No. 82-10-172-06-041; and
 - d. 5115 Eugene, Tax ID No. 82-10-172-06-040.

The Arab Community Center for Economic and Social Services (ACCESS) agrees to:

1. Develop the project site as follows: The ACCESS to Recovery Center concept shall include the following additional elements in the site plan, subject to review and approval by the Economic Development Director, in addition to all applicable site development standards and requirements set by the City of Dearborn or other applicable entities:
 - A. Incorporation of streetscape enhancements and shared use pathway along the entire Michigan Avenue frontage of the property, including:
 - i. Contingent upon transit agency approval, a sheltered bus stop designed to SMART and DDOT standards, with electronic message center showing real-time transit information as provided by SMART and/or DDOT.
 - ii. Bicycle parking for at least 8 bicycles.
 - iii. A bicycle repair station.
 - iv. Trash container.
 - v. Recycling container.
 - vi. A landscaping plan featuring rain gardens with native plantings.
 - vii. A maintenance plan which includes estimated annual cost to

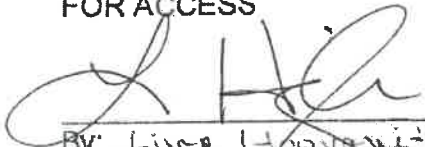
- maintain the above improvements in good repair annually.
2. Promotion of the project as follows: In all promotional messaging done by ACCESS for the project, ACCESS shall acknowledge the City of Dearborn as a "project partner." This includes:
 - A. On ACCESS websites, social media posts, e-newsletters, radio/television communications, and print publications.
 - B. In articles with third-party promotional partners (e.g. newspapers, magazines, and others) featuring the project.

The working relationship between the partners, as outlined above, will be mutually beneficial, supporting the capacities of both parties to deliver quality services and produce stellar program outcomes.

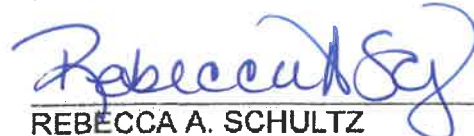
No modification of this Agreement will be effective unless it is in writing signed by both parties.

THIS AGREEMENT IS SUBJECT TO DEARBORN CITY COUNCIL APPROVAL.

FOR ACCESS


 By: Lina Hovavitharelli
 Title: Chief Operating Officer
 Date: 4-4-23

FOR CITY OF DEARBORN


 REBECCA A. SCHULTZ
 Assistant Corporation Counsel
 Per Council Resolution 3-124-23
 Date: 4-18-2023



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Authorization for the Finance Director or designee to recognize and appropriate final payment of the Brownfield Cleanup Revolving Loan and Gun Range Agreement Loan.

DEPARTMENT: Finance Department

BRIEF DESCRIPTION: The City of Dearborn received final payment from Artspace for the Brownfield Cleanup Revolving Loan and the Gun Range Agreement Loan in the amount of \$71,014 and \$123,925, respectively.

PRIOR COUNCIL ACTION: CR # 3-128-14 – The City of Dearborn Council authorized the Mayor to execute a 0% interest, 15 year loan with the EDDDA and the Downriver Community Conference to borrow up to \$400,000 to Artspace.

12-663-15 – Requesting the Finance Director to be appropriate \$233,168 from East Dearborn Downtown Development Authority fund as a loan to Artspace and to recognize the incremental repayment from Artspace to be repaid by 2028 and for the Legal Department to amend the Loan agreements accordingly. Reflecting only the use of \$166,832 of the original loan.

BACKGROUND: Artspace requested to enter into a loan agreement with City of Dearborn and the East Dearborn Downtown Development Authority. Purpose of the loan is to assist in cleanup efforts of the former City Hall buildings.

FISCAL IMPACT: Payment received from Artspace is to pay off the outstanding loan balances totaling \$194,939.

COMMUNITY IMPACT: Environmental remediation of the City Hall Complex

IMPLEMENTATION TIMELINE: Requesting Immediate effect

COMPLIANCE/PERFORMANCE METRICS: N/A



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Authorization for the Finance Director or designee to recognize and appropriate final payment of the Brownfield Cleanup Revolving Loan and Gun Range Agreement Loan.
DATE: January 10, 2025

Budget Information

Adopted Budget: \$31,906
Amended Budget: \$
Requested Amount: \$71,014
Funding Source: East Dearborn Downtown Development Authority, Miscellaneous Revenues, Miscellaneous, Other
Supplemental Budget: N/A

Summary of Request

The City of Dearborn received final payment from Artspace for the Brownfield Cleanup Revolving Loan and the Gun Range Agreement Loan in the amount of \$71,014 and \$123,925, respectively.

Requesting Council to authorization for the Finance Director or designee to recognize and appropriate final payment of the Brownfield Cleanup Revolving Loan and Gun Range Agreement Loan Agreement.

Immediate effect is requested.

Background and Justification

Artspace requested to enter into a loan agreement with City of Dearborn and the East Dearborn Downtown Development Authority. Purpose of the loan is to assist in cleanup efforts of the former City Hall buildings.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Laura Aceves-Sanchez
D4E839D504AA420...

Laura Aceves-Sanchez, Economic Development

Department Approval:

DocuSigned by:
Jordan Twardy
1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F... Initial
CS

Michael Kennedy, Finance Director/ Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel

EXECUTIVE SUMMARY FOR CITY COUNCIL

REQUEST: Acknowledgment and recognition of Floyd and Mary Dietrich Haight Charitable Trust Donation

DEPARTMENT: Historical Commission

BRIEF DESCRIPTION: Recognize and appropriate receipt of \$9,487.60 donation from the Floyd L. & Mary Dietrich Haight Charitable Trust to the Dearborn Historical Museum. The donation is stipulated to be used for the Museum's archives.

PRIOR COUNCIL ACTION: This is a recurring contribution that is acknowledged by City Council annually.

BACKGROUND:

- Floyd Haight (1897-1986) was chairman of the Dearborn Historical Commission from 1939-1951, and 1956-1975.
- The Floyd and Mary Dietrich Haight Charitable Trust was created in the 1980s and provides an annual contribution that is specified to be used toward the Dearborn Historical Museum archives.
- We request that the donation be recognized in account 271-5000-365.90-00 (Donations from Private Sources) and that it be appropriated toward archival expenditures in account 271-5000-711.10-20 (Wages, Part Time/Seasonal). The Dearborn Historical Museum has two part-time employees who work in the archives.

FISCAL IMPACT:

- Donation of \$9,487.60

IMPACT TO COMMUNITY:

- Dearborn Historical Museum fields an estimated 250 archival research requests annually on homes, families, businesses, and historical topics of interest
- The archival collection at the historic McFadden-Ross House comprises hundreds of thousands of photographs, documents, books, maps, and more.

Finance Department



To: City Council

From: Jack Tate, Curator

Via: Mayor Abdullah Hammoud

Subject: Floyd & Mary Dietrich Haight Charitable Trust Donation

Date: 07 January 2025

This memo is a request to acknowledge the receipt of \$9,487.60 from the Floyd L. & Mary Dietrich Haight Charitable Trust to the Dearborn Historical Museum.

We further request that the City Council authorize the Finance Department to acknowledge and recognize the donation in account 271-5000-365.90-00 (Donations from Private Sources) and appropriate the donation toward archival expenditures in account 271-5000-711.10-20 (Wages, Part Time/Seasonal).

Respectfully Submitted,

A handwritten signature in black ink that reads "Jack Tate".

Jack Tate
Curator, Dearborn Historical Museum

DocuSigned by:

A handwritten signature in black ink that reads "Michael Kennedy".

F77919D1421447F...

Michael Kennedy
Director of Finance

OFFICE OF THE MAYOR



TO: CITY COUNCIL
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - PLANNING COMMISSION
DATE: JANUARY 16, 2025

In accordance with City of Dearborn Charter Section 10.21, the Mayor shall appoint members of the Planning Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Khaled Abdulla

Status: New Appointment

Current Term Ending: N/A

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 920-0228

Email: abdullak.edu@gmail.com

Mailing Address: 3532 Eastham Road, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development

cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: REAPPOINTMENT - PLANNING COMMISSION
DATE: JANUARY 16, 2025

I hereby certify that the following appointment has been made to the Planning Commission pursuant to City of Dearborn Charter Section 10.21.

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

Name: Khaled Abdulla

Status: New Appointment

Current Term Ending: N/A

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 920-0228

Email: abdullak.edu@gmail.com

Mailing Address: 3532 Eastham Road, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development

cc: Law Department

Description of Professional History

[This question was not answered]

Resume

PAGES Khaled
Resume.pages

Submitted on January 20 2025

Powered by  **monday.com**

Khaled M. Abdulla

3532 Eastham Street Dearborn, Michigan 48120 313- 920-0228 abdullak.edu@gmail.com

Education

- 2015 SCHOOL ADMINISTRATOR CERTIFICATE
- 2010 *Masters of Education, Bilingual-Bicultural Education*

English as a Second Language (ESL) K-8

Wayne State University, Detroit, MI

- 2000 *Bachelors Degree in Elementary Education, Wayne State University Detroit, MI*
- 2003 Professional Teaching Certificate K-5, Social Studies 6-8

Professional Teaching/Administrative Experience

- **2016 – Present** Assistant Principal, Edsel Ford High School

Dearborn Public Schools

- **2011 – 2016** Assistant Principal, Salina Intermediate

Dearborn Public Schools

- **2008-2011** *Student Services Coordinator (Assistant Principal)*

Athletic Director

Frontier International Academy, Hamtramck, MI

Global Educational Excellence

- **2004-2010** *Middle School Basketball Coach*

Frontier International Academy, Hamtramck, MI

Global Educational Excellence

- **2007-2009** *High School Basketball Coach*

Frontier International Academy, Hamtramck, MI

Global Educational Excellence

- **2004-2008** *Third Grade Teacher*

Bridge Academy, Hamtramck MI

Global Educational Excellence

Additional Honors/Skills/Leadership Roles

- District PTSA Award
- 2006 MAPSA Teacher of the Year Award Finalist
- 2007, 2008 MAPSA Conference Presenter
- Completion of the Michigan Leadership Improvement Framework Enhancement program (MI-LIFE)
- Increased student attendance by 23%
- Reduced student discipline by 30%
- Created the Athletic program
- 2010 District and Regional Soccer Champions
- Chaired School Improvement Plan at Bridge Academy
- Created the “Jedi” Math Program

Admin Duties

Volunteer/Community Work

- 2001-2019 President - Concerned Residents for South Dearborn

(Neighborhood organization)

1. Schedule, chair meetings, coordinate meetings with community organizations
2. Family Interventionist – teen and academic issues
3. Organize community events:
4. Youth Sports and Recreation:
 - Coordinate youth basketball tournaments for the past 13 years
 - Oversee winter recreation program (Salina Intermediate School)
 - Recruit volunteers as role models for various community sports programs
5. 13 years-Lead fundraiser for children’s mentoring and summer athletic programs – solicited funds from major contributors and local businesses
6. Liaison for Community issues with local educational, religious, and municipalities issues relating to families
7. Work with various partners (residents, city, local businesses, etc) to address various community issues.

References

- Dr. Luay Shalibi, Principal, Central Academy: 734.216.0411
- Kaid Omar, Assistant Principal, EFHS: 313.549.5575
- Jamal Aljahmi, Board Member, Bridge Academy: 313.377.7088

MAYOR'S OFFICE



TO: CITY COUNCIL
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: MICHIGAN MUNICIPAL LEAGUE MEMBERSHIP
DATE: JANUARY 13, 2025

The Mayor's Office requests authorization to renew a city-wide membership with the Michigan Municipal League (MML) for the period of 12/01/2024 - 11/30/2025. The cost of this citywide membership is \$19,405.00.

Membership provides the City of Dearborn with a collective voice in the state's capital on issues that concern the City. Membership also networks the City's elected and top appointed officials with the experience and ability of municipal leaders statewide and provides access to resources used to manage common issues.

Additionally, the MML advocates funding critical services via the use of tax dollars; works with policymakers to focus on economic development initiatives and resources toward built-out communities; works with elected officials to ensure the effective funding of transportation and infrastructure systems; promotes environmental quality and encourages frugal tax dollar usage for environmental protection initiatives; provides publications and online assistance; provides online access to databases and assists cities with the collection, analysis, and interpretation of raw data for use in creating strategies toward future success; provides access to the League's annual wage and salary survey; and offers elected officials the tools needed to make responsible decisions affecting their community via the Elected Officials Academy.

The membership dues for FY25 are budgeted in city-wide account 101-1299-421-65.00.

Immediate effect is requested.



1675 Green Road
Ann Arbor, MI 48105
T 734.662.3246
800.653.2483
F 734.662.8083
mml.org

George Darany
City Clerk
City of Dearborn

Dear George Darany,

The League was founded in 1899 so this marks the 125th anniversary of serving Michigan communities. Across three centuries and two peninsulas, we have continued the spirit of collaboration, innovation, and advocacy as a member-driven organization. In the upcoming year, we look forward to enhancing your membership benefits from programs and services to advocacy. This includes:

Women's Elected Leadership Intensive. This transformative program is dedicated to equipping elected women with the essential resources, tools, and skills needed for impactful leadership. The intensive fosters a supportive environment and builds a robust network to ensure women excel in their local elected positions.

League Portal. Launching in 2024, the League Portal will improve your access to the League and all services by allowing you to view your certifications and Elected Officials Academy (EOA) credits, register for events, search the League directory and Business Alliance Program contacts, change your municipality staff roster, pay your dues, and more.

Revenue Sharing. Continuing our support of Michigan's revenue sharing trust fund. This past March, John LaMacchia II, Director of State & Federal Affairs testified before the Appropriations Subcommittee and showed, as evidence of local government support, the committee cards of support filled out by hundreds of you, our members, from our 2024 CapCon.

MI Funding Hub. This hub will provide resources, technical assistance, grants and funding opportunities in one place. It will help navigate state and federal programs and plan for your community's future. Learn more at mifundinghub.org

Our members are our largest stakeholders, and without your ongoing support we would not be the organization we are today. To continue providing excellent service, representation in Lansing and D.C., and innovative and educational programming, we are adhering to the Headlee Inflationary Index and increasing membership dues by 5 percent beginning July 1, 2024.

We hope you will maximize your membership by participating in a variety of League services, initiatives, and programs. If you have questions related to your dues, please contact Katie Farver at kfarver@mml.org. All other questions can go to info@mml.org. Thank you for your support and for your leadership. Because of you, we are confident in our journey to a brighter future together.

Sincerely,

A handwritten signature in blue ink that reads 'Daniel P. Gilmartin'.

Daniel P. Gilmartin
Executive Director & CEO

A handwritten signature in blue ink that reads 'Don Gerrie'.

Don Gerrie
President, 2024-2025

We love where you live.



Notice

Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105
Phone: 734-669-6371
Website: <https://www.mml.org>

Renewal Number	0003683
Document Date	10/1/2024
Due Date	60 Days

City of Dearborn
16901 Michigan Ave., Suite 20
Dearborn, MI 48126-2967

Membership Renewal for Dearborn
Membership Type: MML Full Member
Membership Term: 12/01/2024 - 11/30/2025

Item	Quantity	Price	Total
MML Full Member Dues	1	\$17,641.00	\$17,641.00
Legal Defense Fund Member Dues	1	\$1,764.00	\$1,764.00

Please make checks payable to:

Michigan Municipal League
PO Box 7409
Ann Arbor, MI 48107-7409

Total:	\$19,405.00
Grand Total:	\$19,405.00
Payment:	\$0.00
Balance:	\$19,405.00

Please sign, date, and return with your payment.

(Signature)

(Date)

MML dues include annual digital or print subscriptions to the Review for your officials valued at \$12.00 per copy.

The Legal Defense Fund is an optional charge. The purpose of the fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

We love where you live.

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - BOARD OF REVIEW ALTERNATE MEMBER

DATE: JANUARY 16, 2025

Pursuant to Dearborn City Charter Section 13.8, the Mayor shall appoint an alternate member of the Board of Review, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Senan Saleh

Status: New Appointment of an Alternate Member

Filling a Vacancy for: Alan Berry, resigned on January 13, 2025

Current Term Ending: January 1, 2026

Term Duration: 3 Years

Appointment Term Ending: January 1, 2026 (1 year to complete Alan Berry's term. Then to be reappointed to complete his own term ending January 1, 2028)

Attendance: N/A

Phone: (248) 635-2880

Email: RealSenan@gmail.com

Mailing Address: 24613 Chicago Street, Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Assessor Department
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - BOARD OF REVIEW ALTERNATE MEMBER
DATE: JANUARY 16, 2025

I hereby certify that the following appointment has been made to the Board of Review in accordance with City Charter Section 13.8.

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

Name: Senan Saleh

Status: New Appointment of an Alternate Member

Filling a Vacancy for: Alan Berry, resigned on January 13, 2025

Current Term Ending: January 1, 2026

Term Duration: 3 Years

Appointment Term Ending: January 1, 2026 (1 year to complete Alan Berry's term. Then to be reappointed to complete his own term ending January 1, 2028)

Attendance: N/A

Phone: (248) 635-2880

Email: RealSenan@gmail.com

Mailing Address: 24613 Chicago Street, Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Assessor Department
cc: Law Department

Resume

PDF Senan Resume
2023.pdf

Submitted on January 16 2025

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SENAN SALEH (SIMON)

24613 Chicago St, Dearborn, MI 48126

Cell: (248) 635-2880 | Email: RealSenan@gmail.com

PROFESSIONAL SUMMARY: Experienced real estate broker, marketing specialist, and business leader with a strong background in property valuation, sales, and digital marketing. Skilled in developing targeted marketing campaigns, managing social media strategies, and analyzing market trends. Passionate about community service, and helping businesses grow through innovative marketing solutions.

SKILLS & EXPERTISE

- Property Valuation & Market Analysis
- Real Estate Sales & Brokerage
- Marketing & Business Development
- Social Media Strategy & Content Creation
- Special Campaign Marketing & Branding
- Negotiation & Customer Relations
- Leadership & Team Management
- Data Analysis & Market Research

PROFESSIONAL EXPERIENCE

Broker & Owner

Simon & Associates Real Estate | 09/23/2023 – Present

- Oversee daily operations, marketing strategies, and sales growth.
- Develop and execute digital marketing campaigns to promote listings.
- Lead a team of agents, providing training and mentorship.

Real Estate Agent & Team Leader

KW Legacy - Dearborn | 07/29/2021 – 09/18/2023

- Assisted clients in buying, selling, and investing in real estate.
- Created social media marketing campaigns to attract buyers and sellers.
- Conducted property evaluations and market research to drive sales.

Marketing Manager & Specialist

North Advertising LLC | 01/2019 – 03/01/2021

- Designed and implemented special marketing campaigns for various industries.
- Managed social media platforms, increasing engagement and brand visibility.
- Developed promotional materials and executed targeted advertising strategies.
- Analyzed market trends to optimize campaign performance.

EDUCATION

- **Henry Ford College** – Associate Degree, 2017
- **Dearborn High School** – High School Diploma, 2015

TECHNOLOGY & MARKETING TOOLS

- MLS & Real Estate Platforms
- Social Media Marketing (Facebook, Instagram, LinkedIn, TikTok)

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - PLANNING COMMISSION

DATE: JANUARY 16, 2025

In accordance with City of Dearborn Charter Section 10.21, the Mayor shall appoint members of the Planning Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Yousaf Mohamed

Status: New Appointment

Filling a Vacancy for: Jamal Aljahmi, resigned on January 4, 2025.

Current Term Ending: June 30, 2025

Term Duration: 3 Years

Appointment Term Ending: June 30, 2025 (1 year to complete Jamal Aljahmi's term. Then to be reappointed to complete his own term ending June 30, 2028)

Attendance: N/A

Phone: (313) 333-5790

Email: usafconstruction@gmail.com

Mailing Address: 9 Turnberry Lane, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development

cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: REAPPOINTMENT - PLANNING COMMISSION
DATE: JANUARY 16, 2025

I hereby certify that the following appointment has been made to the Planning Commission pursuant to City of Dearborn Charter Section 10.21.

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

Name: Yousaf Mohamed

Status: New Appointment

Filling a Vacancy for: Jamal Aljahmi, resigned on January 4, 2025.

Current Term Ending: June 30, 2025

Term Duration: 3 Years

Appointment Term Ending: June 30, 2025 (1 year to complete Jamal Aljahmi's term. Then to be reappointed to complete his own term ending June 30, 2028)

Attendance: N/A

Phone: (313) 333-5790

Email: usafconstruction@gmail.com

Mailing Address: 9 Turnberry Lane, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development

cc: Law Department

Submitted on January 21 2025

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EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 25-1835

CITY CLERK, DEARBORN MI
2025 JAN 3 AM 10:48

REQUEST: Amend the Code of Ordinances to add Chapter 20, Secs. 20-1 to 20-6, titled "Transition Following an Election."

DEPARTMENT: Council Office

BRIEF DESCRIPTION: The proposed Ordinance establishes policies and procedures to help with the transition and preparation of a newly elected mayor, council member or clerk for their duties and responsibilities prior to formally assuming their office.

PRIOR COUNCIL ACTION: There has been no prior council action on this item.

BACKGROUND: The proposed ordinance creates a formal transition process for newly elected officials by:

- 1) Establishing a transition period beginning the day after the election canvass has been certified by the board of state canvassers, and lasting until January 1 of the year immediately following the election;
- 2) Creating a "transition officer" who is responsible for holding an orientation/information meeting for the mayor-elect, council members-elect and clerk-elect;
- 3) Establishing an office of the mayor-elect, council members-elect and clerk-elect;
- 4) Requiring that newly elected officials be provided: the budget and contact information for appointed positions; identification of appointed positions; contact information for current elected officials; conflict of interest and ethics rules applicable to elected officials; up-to-date and complete copies of the city budget and tax rates, city annual comprehensive financial report, city actuarial reports; a list of all city board and commission members; any other public information reasonably requested

FISCAL IMPACT: N/A

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE: This is an ordinance that requires two readings.

COMPLIANCE/PERFORMANCE METRICS:

1/14/25

Intro: HER

Table: ENOS/PAR

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Council President
SUBJECT: Election Transition Ordinance
DATE: December 30, 2024

BACKGROUND: Currently, there is no established procedure in the City to prepare newly elected officials with the transition process to office following election.

PROPOSED ORDINANCE: The proposed ordinance creates a formal transition process that does the following:

- 1) Establishes a transition period that begins the day after the election canvass has been certified by the board of state canvassers, and lasts until January 1 of the year immediately following the election;
- 2) Creates a "transition officer" who is responsible for holding an orientation/information meeting for the mayor-elect, council members-elect and clerk-elect;
- 3) Establishes an office of the mayor-elect, council members-elect and clerk-elect;
- 4) Requires that newly elected officials be provided: the budget and contact information for appointed positions; identification of appointed positions; contact information for current elected officials; conflict of interest and ethics rules applicable to elected officials; up-to-date and complete copies of the city budget and tax rates, city annual comprehensive financial report, city actuarial reports; a list of all city board and commission members; any other public information reasonably requested

A copy of the Ordinance is attached.

Respectfully submitted,



MICHAEL T. SAREINI
Council President

AMENDED 1/10/25

Changes from 1/9/25 COW in BLUE

ORDINANCE NO. 25-1835

**AN ORDINANCE TO AMEND THE CODE OF
ORDINANCES BY ADDING CHAPTER 20, SECTIONS 20-
1 to 20-6, TITLED "TRANSITION FOLLOWING AN
ELECTION"**

THE CITY OF DEARBORN ORDAINS TO:

Amend the Code of Ordinances as follows:

Chapter 20 – Transition Following an Election

ARTICLE I. - IN GENERAL

Sec. 20-1. - Purpose.

The purpose of this chapter is to establish policies and procedures to help prepare a newly elected mayor, council member, or clerk for their duties and responsibilities prior to formally assuming their offices.

Sec. 20-2. – Transition Period.

For the purpose of this chapter, the "transition period" referenced herein shall mean the period from the day after the election canvass has been certified by the board of state canvassers until twelve noon on January first of the year immediately following the election.

Sec. 20-3. – Transition Officer.

The "transition officer" shall be the chief of staff.

The transition officer shall notify current and incoming elected officials of such designation and shall provide the transition officer's name and contact information to all incoming city elected officials.

The transition officer shall, within ten (10) **days** from the start of the transition period, set orientation and hold an information meeting for the mayor-elect, council members-elect, and clerk-elect. The transition officer shall notify current elected officials that the orientation process has been initiated.

Sec. 20-4. – Establishment of the Offices-Elect.

During the transition period there is hereby established an office of the mayor-elect (1), council members-elect (7), and clerk-elect (1). The offices-elect shall be afforded equal

office space in the City's main administrative building to work and carry out its function at no cost. The scheduling of briefings with department directors and others as deemed appropriate shall be through the current mayor or their chief of staff.

Sec. 20-5. – Public Information for Newly Elected Officials.

The mayor-elect, council members-elect, and clerk-elect shall be provided the following information, including, but not limited to:

1. A list of appointed city positions, including:
 - a. The budget for the appointed positions and associated details and the contact information for each incumbent serving in an appointed position, and
 - b. Identification of appointed positions subject to the advice and consent of the city council.
2. Contact information for the current mayor, city council members, clerk and each department director;
3. Conflict of interest and ethics rules applicable to elected officials;
4. The most up-to-date and complete copies of the following:
 - a. City budget and tax rates;
 - b. City Annual Comprehensive Financial Report;
 - c. City Actuarial Reports for:
 - i. The Policemen's and Firemen's Retirement System ("Chapter 21")
 - ii. The City of Dearborn Retirement System ("Chapter 22")
 - iii. The Police and Fire Revised Retirement System ("Chapter 23")
 - iv. The ~~Poste~~ ~~Employment~~ **Post-Employment** Healthcare Fund
 - v. The Municipal Employees' Retirement System of Michigan ("MERS") for Police and Fire.
5. The most up-to-date and complete list of all city boards and commissions, a list of current board and commission members on each public body, the duration of each members appointment, and a list of those members who are appointed by the mayor and city council.
6. Any other public information reasonably requested by the mayor-elect, council members-elect, and/or clerk-elect.

Sec. 20-6. – Non-Interference.

The offices of the mayor-elect, council members-elect, and clerk-elect shall not interfere directly or indirectly with the conduct of any city department. This provision does not

preclude the offices-elect from making requests in writing to the mayor or their chief of staff, council office, or clerk's office.



EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 25-1836

REQUEST: Zoning Language Amendment: Permitting Indoor Recreation in the IA District – Amending Article 18.00.

DEPARTMENT: Economic Development

CITY CLERK, DEARBORN MI
2025 JAN 6 AM 8:16

BRIEF DESCRIPTION:

- The IA (Light Industrial) district has primarily been a warehousing district which has been difficult to repurpose for other uses.
- Structures that are best suited for indoor recreational facilities are designed as open, expansive, warehouses. These types of buildings are common in the IA district.
- Indoor recreation facilities are currently only permitted as a special land use in the BB and BC District, but it has been challenging to find appropriate locations.
- The Planning Commission recommended approval of the request at the December 10th, 2024 meeting.
- The Planning & Zoning Division recommended approval to the Planning Commission.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

- Many IA (Light Industrial) zoned properties have lost their former purpose due to recent economic shifts.
- It is common in other municipalities for their lighter industrial/manufacturing districts to permits a wider diversity of uses.
- Indoor recreation facilities have site development standards, and would be considered a special land use, to help ensure appropriate sites are selected.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

Adopting this amending can help facilitate adaptive reuse of existing buildings and reduce the amount of vacant buildings.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A

1/14/25

Intr@: HAM

Table: ENOS/ALS



TO: City Council
FROM: Planning Commission
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Zoning Language Amendment:
DATE: January 9th, 2025 (COW)

Background:

Many IA- Light Industrial zoned properties throughout the City have lost their former purpose due to economic shifts over the past several decades. It has been challenging to get these buildings re-purposed due to the limited amount of uses that are permitted in IA district.

In some municipalities the lighter industrial/manufacturing district permits a wider diversity of uses. While it is intended for Dearborn's IA district to go through a more comprehensive overhaul after the completion of the Master Plan, it is recommended at this time that the ordinance be modified to allow indoor recreation as a Special Land Use in the IA district. Structures that are best suited for indoor recreational facilities are those are designed as an open, expansive, warehouse. These types of buildings are common in the IA district. Additionally, it can be challenging to fit this type of use in the commercial zoning districts due to the amount of square footage that is needed.

In addition to being a Special Land Use, there are also specific site development standards that apply to indoor recreational facilities that would help ensure appropriate sites are selected. Those standards are as follows:

Indoor recreation facilities: Indoor recreation facilities such as, but not limited to, bowling establishments, indoor archery ranges, indoor tennis courts, indoor skating rinks, and similar indoor recreation uses shall comply with the following regulations:

- Indoor recreation uses shall be set back a minimum of fifty (50) feet from any property line that abuts a residential district.
- The location, design, and operation of an indoor recreation use shall not adversely affect the continued use, enjoyment, and development of adjacent properties. In considering this requirement, particular attention shall be focused on the adverse impact resulting from loitering on the premises.
- Indoor recreation uses shall have direct access onto a major thoroughfare



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

Recommendation:

After due consideration and a public hearing on December 10th, 2024 the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Abdallah, supported by Commissioner Saymuah to approve the ordinance amendment for Section 18.00. Upon roll call the following vote was taken: Ayes: (6) (Commissioners Abdallah, Easterly, Fadlallah, Kadouh, King, and Saymuah). Absent: (2) (Commissioner Aljahmi & Phillips). The motion was adopted.

Signature Page

Prepared by:

Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP
Planning and Zoning Manager

Approved:

JORDAN TWARDY
Economic Development Director

DocuSigned by:

Jeremy Romer

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JEREMY ROMER
Corporation Counsel

ORDINANCE NO. 25-1836
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 18.00, ENTITLED
“I-A, LIGHT INDUSTRIAL DISTRICT”

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 18.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 18.00: IA, Light Industrial District

Sec. 18.02. - Permitted uses and structures.

A. Principal uses and structures. In all areas zoned I-A, Light Industrial District, no building shall be erected, used, or structurally altered, nor shall the land or premises be used in whole or in part, except for one (1) or more of the following principal permitted uses:

1. Any use charged with the principal function of basic research, design and pilot or experimental product development when conducted within a completely enclosed building. The growing of any vegetation requisite to the conducting of basic research shall be excluded from the requirement of enclosure.

2. Any use as permitted and regulated in the T-R, Technology and Research District and O-S, Business Office District as long as it primarily services the employees of the principal I-A use.

3. Research and office uses related to permitted industrial operations.

4. Any of the following uses when conducted wholly within a completely enclosed building:

(a) Warehousing and wholesale establishments, tool, die, gauge and machine shops.

(b) The manufacture, compounding, processing, packaging or treatment of such products as: cosmetics, pharmaceutical, toiletries, food products, hardware and household supplies.

(c) The manufacture, compounding, assembling or treatment of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stones, sheet metal (excluding large stampings such as automobile fenders or bodies), ferrous and nonferrous metals (excluding large castings and fabrications), shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills), and yams.

(d) The manufacture of pottery and figures or other similar ceramic products using only previously pulverized clay and kilns fired only by electricity or gas.

(e) Manufacture of musical instruments, toys, novelties, and metal or rubber stamps or other small molded rubber products (not including pneumatic tires).

(f) Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs.

(g) Laboratories—Experimental, film or testing.

(h) Mini-warehouses subject to the provisions in Section [7.02K](#).

(i) Labs.

(j) Data processing.

5. Warehouse, storage and transfer uses and electric and gas service buildings, public utility buildings, telephone exchange buildings, electrical transformer stations and substations and gas regulator stations, provided that outside storage is not permitted for any of these uses.

6. The parking of trucks and truck trailers incidental to any of the above permitted uses, not to exceed seven (7) continuous days.

7. Commercial kennels subject to the provisions in Section [7.02J](#).

8. Uses and structures accessory to the above, subject to the provisions in Section [2.03](#). Accessory office and sales operations may be permitted where such activities are clearly incidental to the principal industrial use, subject to the provisions in Section [7.04](#).

9. Regional newspaper distribution centers, provided that loading and unloading area is provided on the site.

10. Tree trimming services.

B. Uses prohibited. Manufacturing development which creates unusual danger from fire, explosions, toxic and noxious matter, radiation and other hazards and which cause noxious, offensive, unhealthful and harmful odors, fumes, dust, smoke, light, waste, noise or vibration is prohibited.

C. Special land uses. The following uses may be permitted subject to the conditions specified for each use, review and approval of the site plan, any special conditions imposed during the course of review, and the provisions set forth in [Article 32.00](#).

1. Automobile repair garages, including minor and major repair, subject to the provisions in Section [7.02B](#)., and provided that all operations are carried on within a completely enclosed building.

2. Radio and television transmitting and receiving towers, subject to the provisions in Section [7.02P](#).

3. Metal plating, buffing, and polishing operations.

4. Construction equipment and related equipment sales, leasing, and storage, subject to the following conditions:

(a) Where feasible, equipment shall be stored inside. Open storage structures may be permitted by the plan commission, provided that such structures are enclosed on three (3) sides and have a roof.

(b) Storage yards shall be screened from any abutting public or private road in accordance with Section [5.02E](#).

5. Contractor's storage yards, provided that such yards are completely enclosed within an eight (8) foot masonry wall or screening, in accordance with Section [5.02\(E\)](#).

6. Millwork, lumber, and planing mills when completely enclosed and located on the interior of the district so that no property line forms the exterior boundary of the I-A District.

7. Retail sales, gun ranges, commercial service, storage, or repair of any firearms, handguns, long guns, rifles, shotguns, ammunition, gun powder, explosives or blasting agents as partial or sole use of an individual structure or building subject to not being located closer than a seven-hundred-(700)-foot radius distance to the nearest residential zoning district, residential land use, church or place of worship, and public or private school.

8. Day laborer agencies.

9. Accessory retail or service uses that are intended to serve the occupants and patrons of the principal use, provided that any such use shall be an incidental use occupying no more than five percent (5%) of a building that accommodates a principal permitted use. Permitted accessory retail and service uses shall be limited to the following:

(a) Retail establishments that deal directly with the consumer and generally serve the convenience shopping needs of workers and visitors, such as convenience stores, drug stores, uniform supply stores, or similar retail businesses.

(b) Personal service establishments which are intended to serve workers or visitors in the district, such as dry cleaning establishments, travel agencies, tailor shops, or similar service establishments.

(c) Restaurants, cafeterias, or other places serving food and beverages for consumption within the building.

(d) Financial institutions, including banks, credit unions, and savings and loan associations.

10. Indoor Recreation Facilities, in the IA District only, subject to the provisions in Section 7.02 Q(2).

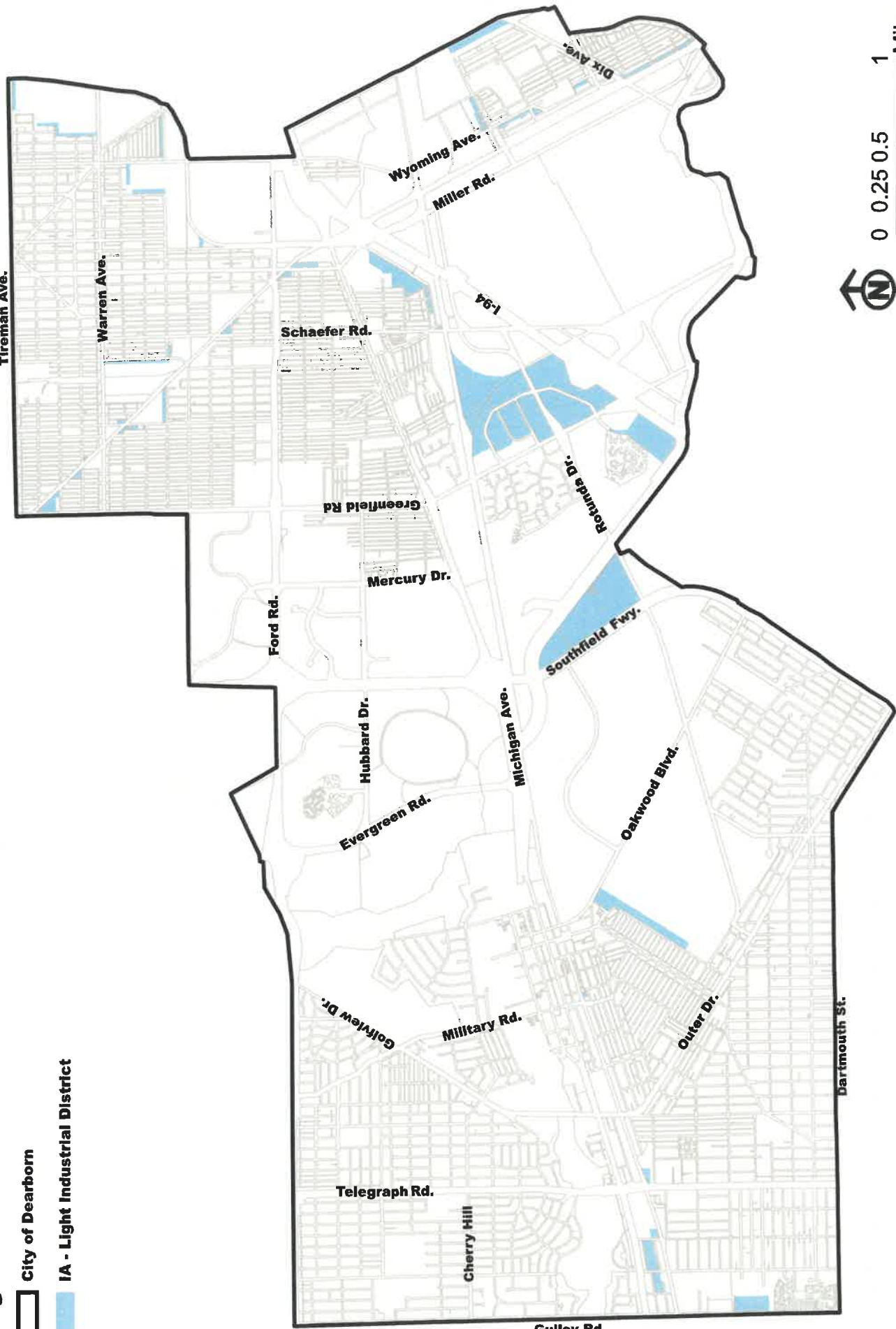
(Ord. No. 00-831, 11-8-2000; Ord. No. 15-1485, 9-22-2015; Ord. No. 16-1524, 3-15-2016)

Zoning Language Amendment - IA-Zoned Properties

Legend

 City of Dearborn

 IA - Light Industrial District



REVISED 1/9/25 COW

EXECUTIVE SUMMARY AND MEMORANDUM



LAW

ORDINANCE NO. 25-1837

CITY CLERK, DEARBORN MI
2025 JAN 13 AM 11:34

REQUEST: Amend Code of Ordinances Sec. 13-5.3, commonly referred to as the "Fugitive Dust Ordinance."

DEPARTMENT: Law and Economic Development

BRIEF DESCRIPTION: The proposed amendment allows the city to issue a citation in lieu of a notice of violation (NOV) if the same violation for which the NOV was issued occurs again within 18 months of the original NOV.

PRIOR COUNCIL ACTION: Ordinance was originally adopted 8/25/2020 (Ord. 20-1680), and last amended 5/22/2021 (Ord. 21-1708).

BACKGROUND: The Fugitive Dust Ordinance is one of two ordinances that address fugitive dust, the other being the more recently adopted Bulk Storage Ordinance, and regulates track-out, fugitive dust and other airborne materials from paved, unpaved, partially paved and storage lots by:

- 1) Requiring vehicles transporting materials to cover the materials if they create dust, debris, smoke, odor, vapor or gaseous substance that interferes with traffic or obstructs the view of drivers;
- 2) Prohibiting trucks from causing track-out of materials onto the public way;
- 3) Requiring the owner/operator of any lot that uses vehicle transportation of materials to have all outgoing vehicles pass over rumble strips and through a wheel-wash station; and
- 4) Requiring the proper disposal of materials removed from vehicles in a manner that complies with all state and local code requirements.

Violations are punishable as a civil infraction with an escalating fine, beginning as \$1,000 and increasing to \$2,500 for repeat violations. A fourth violation within a 12-month period is punishable as a misdemeanor.

The Department of Economic Development is responsible for enforcement of the ordinance.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Fines collected through enforcement are maintained in an environmental fund, and used to fund projects and/or initiatives that address public health, pollution prevention and reduction, and environmental restoration and protection in the City.

IMPLEMENTATION TIMELINE: This is an ordinance amendment that requires two readings to go into effect.

COMPLIANCE/PERFORMANCE METRICS: N/A
1/14/25

Intro: HER
Table: ALS/ENOS



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REVISED 1/9/25 COW

TO: City Council
FROM: Corporation Counsel
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Fugitive Dust Ordinance
DATE: January 10, 2025

BACKGROUND:

The Fugitive Dust Ordinance is one of two ordinances that address fugitive dust in the City (the other being the more recently adopted Bulk Storage Ordinance), and regulates track-out, fugitive dust and other airborne materials from paved, unpaved, partially paved and storage lots by:

- 1) Requiring vehicles transporting materials to cover the materials if they create dust, debris, smoke, odor, vapor or gaseous substance that interferes with traffic or obstructs the view of drivers;
- 2) Prohibiting trucks from causing track-out of materials onto the public way;
- 3) Requiring the owner/operator of any lot that uses vehicle transportation of materials to have all outgoing vehicles pass over rumble strips and through a wheel-wash station; and
- 4) Requiring the proper disposal of materials removed from vehicles in a manner that complies with all state and local code requirements.

AMENDMENT: The proposed amendment modifies the notice of violation process in Sec.13-5.3(d), and allows the city to issue a citation in lieu of a notice of violation (NOV) if the same violation for which the NOV was originally issued occurs again within 18 months of the NOV being issued.

A copy of the amended ordinance is attached.

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

AMENDED 1/10/25

Changes from 1/9/25 COW in BLUE

ORDINANCE NO. 25-1837

**AN ORDINANCE TO AMEND CHAPTER 13 BY AMENDING
SECTION 13-5.3 OF THE CODE OF ORDINANCES OF THE CITY
OF DEARBORN, ENTITLED “DUST CONTROL; PAVED,
PARTIALLY PAVED, UNPAVED, AND STORAGE LOTS”**

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 13, section 13-5.3 to read as follows:

Sec. 13-5.3 – **Fugitive dust** ~~Dust control;~~ **for** paved, partially paved, unpaved, and storage lots.

- a) *Purpose and intent.* The purpose of this section is to regulate commercial parking and storage lots, including transportation to, from, and within these lots, in order to minimize the proliferation of dust, debris, odors, vapors, smoke, and vehicle track-out in the City.

The City finds that activities associated with these lots, including transportation, have the potential to create, or contribute to the creation of, dust, debris, odors, vapors, smoke, and vehicle track-out. The proliferation of dust, debris, odors, vapors, smoke, and vehicle track-out have the potential to create negative impacts on both residents and property. These include, but are not limited to, potential health hazards associated with inhaling fugitive dust, debris, odors, vapor, and smoke, which include pulmonary inflammation, asthma, and fibrosis. In addition, the accumulation of dust, debris, odors, vapors, smoke, and vehicle track-out negatively impacts the enjoyment of life and property, and tends to depreciate the value of the property of others near these lots.

This section prescribes reasonable regulations to minimize dust, debris, odors, vapors, smoke, and vehicle track-out from commercial parking and storage lots, and applies to any owner, operator, or other person who owns, manages, leases, rents, or occupies any commercial or storage lot, including any person that transports materials to, from, or within these lots.

- b) *Nuisance prohibited.* It shall be unlawful for any person, including any partnership, corporation, association, or agent thereof who owns, manages, leases, rents, or occupies any paved, unpaved, or partially paved commercial parking or storage lot(s) to cause, permit, maintain, or allow any condition(s) to exist on said lots which creates or contributes to the creation of a nuisance as defined in section 13.1 above as a result of dust, debris, odors, vapors, smoke, or vehicle track-out.

(c) *Definitions.* For the purposes of this section, the following definitions shall apply:

(1) *Dust* means any solid particulate matter that becomes airborne or otherwise moves beyond the lot, facility, building, or structure property line or, if being transported by a vehicle, moves beyond the confines of the vehicle, by natural or human-made activities, excluding engine combustion exhaust and particulate matter emitted from a properly permitted exhaust stack equipped with a pollution control device.

(2) *Storage lot* shall mean any area in the City, whether publicly or privately owned, where any object, solid waste, industrial waste, scrap materials, industrial product or byproduct, containers, demolished building materials, Utter, or material of any kind that may be a detriment to the public health and safety or constitutes a nuisance is stored, placed, or kept for any amount of time. This shall include, but is not limited to, any roadway, highway, right-of-way, driveway, yard, building, structure, or other area where the aforementioned items are stored, placed, or kept.

(3) *Track-out* shall mean the carrying of mud, dirt, soil, or debris on vehicle wheels, slides, or undercarriages from a private, commercial, or industrial site onto a public road, right-of-way, or property of another.

(4) *Vapors* includes any gaseous substances emanating from the movement of materials by a vehicle. Vapors shall not include emissions or exhaust from a vehicle as long as the emissions or exhaust are within accepted guidelines under federal and state law.

(5) *Vehicle* is any car, truck, or railcar.

(d) *Notice of violation.* If a nuisance or condition(s) causing or contributing to a nuisance are discovered by an enforcement official, the enforcement official may issue a notice of violation to the person, including any partnership, corporation, association, or agent thereof who owns, manages, leases, rents, or occupies any paved, unpaved or partially paved commercial parking or storage lot(s), that requires elimination of the nuisance and/or condition(s) causing or contributing to the nuisance within 3 days of notification.

(1) Any steps taken to eliminate a nuisance and/or condition(s) causing or contributing to the nuisance must comply with all existing local, state, and federal laws.

(2) *Exception to notice of violation.* If pursuant to subsection (d) a notice of violation is issued and the violation is corrected, but the same violation occurs again within 18 months of the original notice of violation, it shall constitute a violation pursuant to subsection (f) of this ordinance.

(e) *Vehicles and transportation.*

(1) Any vehicle that is discovered to have dust, debris, smoke, odor, vapor, and/or gaseous substance coming from material(s) that it is carrying, hauling, or otherwise transporting, and that either causes or contributes to the creation of a nuisance or obstructs, impedes, or otherwise interferes with the normal flow of traffic or obstructs the

view of a driver in a different vehicle, must cover the material(s) to eliminate the nuisance caused by said dust, debris, smoke, odor, vapor, or gaseous substance while traversing public rights of way.

(2) When transportation to, from, or within an unpaved or partially paved commercial or storage lot is done by truck, the owner or operator of the lot shall ensure the following:

a. That the trucks will not cause any unaddressed track-out of materials onto the public way.

b. That all outgoing material transport trucks, whether loaded or empty, are cleaned so that any part of any tractor, bed, trailer, or tire exterior surface, excluding the inside of the beds or trailer, are free of all loose materials.

c. All outgoing material transport trucks, whether loaded or empty, pass over rumble strips that will vibrate the trucks and shake off loose materials and dust, and pass through a wheel wash station.

d. That any material removed by the truck cleaning operation, rumble strips, or a wheel wash station must be collected and recycled or otherwise disposed of in a manner that complies with all applicable state and local code requirements related to waste disposal, including the Michigan Building and Plumbing Code, and does not result in fugitive dust emissions or negative impacts on applicable sewars and drains.

(f) *Violation and penalty.* ~~Penalties.~~ Subject to subsection (d)(2), Failure failure to correct a violation within 3 days of the issuance of the notice identified in subsection (d) of this section shall constitute a violation, which ~~A violation of any provision of this ordinance is a~~ is punishable as a civil infraction punishable by a civil fine of \$1,000, plus any costs imposed by the court. Each day the a violation continues shall constitute a separate and distinct violation.

(1) An increased fine schedule shall be imposed for repeat violations of this section.

(2) As used in this section, "repeat violation" means a violation committed within ninety (90) days of an admission or determination of responsibility for a violation of this section occurring upon the same property.

(3) The increased penalty for a repeat violation shall be a civil fine of \$2,500, plus costs imposed by the court.

(4) If a fourth violation occurs within a 12-month period, violation shall be a 93-day misdemeanor.

(g) *Distribution of fines collected.* Fines collected through enforcement of this section shall be separated and kept in an environmental project maintained by the City. Fines collected from a particular community in the City will be used in the community of the City where the violation occurred to fund projects and/or initiatives designed to address

public health, pollution prevention, pollution reduction, and environmental restoration and protection.

(1) For the purposes of this section, the following definitions shall apply:

a. *Community* shall mean those areas of the City as identified in the Community Boundaries map included with this section. These communities are identified as:

1. Cherry Hill
2. West Michigan Business
3. Princeton-Carlysie
4. Edison-Snow
5. Fairlane
6. Fordson West
7. Fordson East
8. Springwells
9. Salina

b. *Public health projects* shall include those that provide diagnostic, preventative and/or health care treatment related to the actual or potential harm to human health caused by the violation. This includes, but is not limited to, epidemiological data collection and analysis, medical examinations of potentially affected persons, collection and analysis of blood/fluid/tissue samples, medical treatment and rehabilitation therapy. Examples of qualifying projects include, but are not limited, blood level testing, asthma screening and treatment, mobile health clinics, and mosquito eradication programs.

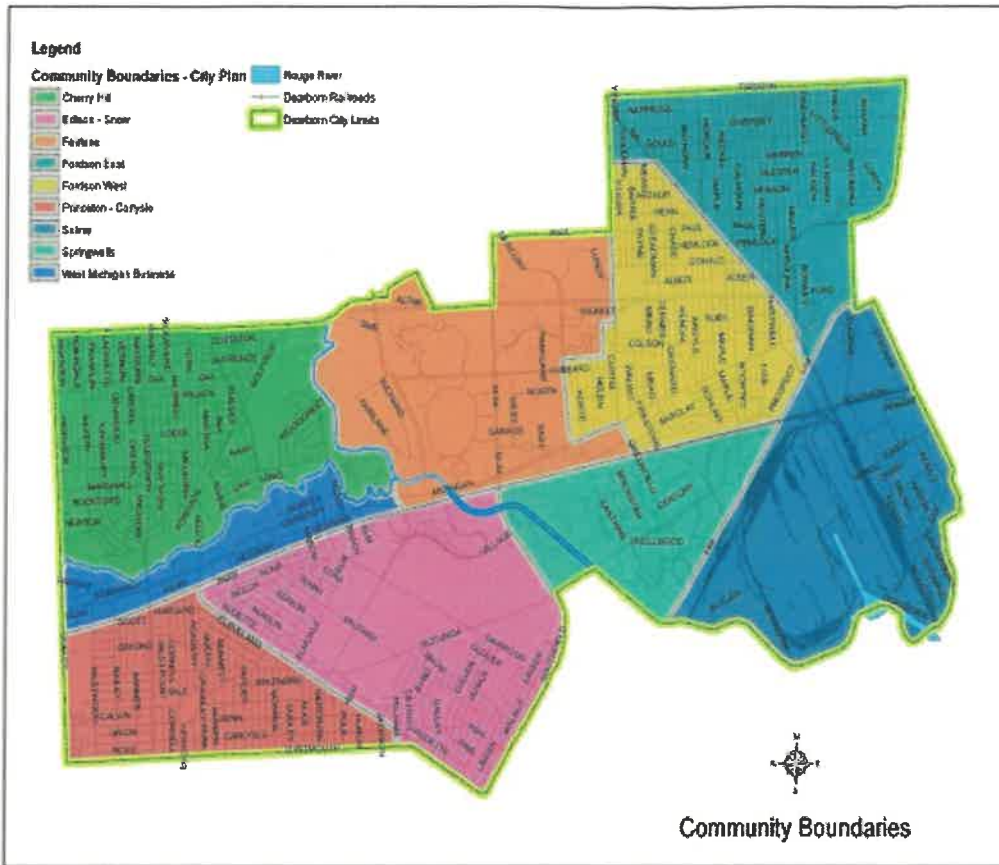
c. *Pollution prevention projects* prevent pollution at its source before it is generated. They include any practice that reduces the quantity and/or toxicity of pollutants entering a waste stream prior to recycling, treatment, or disposal. After the pollutant or waste stream has been generated pollution prevention is no longer possible, and the waste must be handled by appropriate recycling, treatment, containment, or disposal methods (i.e., pollution reduction). Examples of qualifying projects include, but are not limited to, those that replace or reduce the use of traditional energy sources with alternative energy sources or that implement energy efficiency activities, potentially reducing air pollutants associated with electrical power generation and greenhouse gases that contribute to climate change. The goal of any pollution prevention project should be the overall decrease in the amount and/or toxicity of pollution produced and released into the environment, not merely a transfer of pollution among various environmental mediums such as air, water, or land.

d. *Pollution reduction projects* seek to recycle, treat, contain, or dispose of pollutants and/or waste streams that have already been generated and/or released. A pollution reduction project is one which results in a decrease in the amount and/or

toxicity of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise being released into the environment by an operating business or facility by a means which does not qualify as pollution prevention. Examples of pollution reduction projects include, but are not limited to, installation of a more effective end-of-process control or treatment technology, improved containment, or safer disposal of an existing pollutant source, and out-of-process recycling, wherein industrial waste collected after the manufacturing process and/or consumer waste materials are used as raw materials for off-site production.

e. *Environmental restoration and protection projects* are those that enhance the condition of the ecosystem or immediate geographic area adversely affected by the violation. These projects may be used to restore or protect natural environments and address environmental contamination and similar issues in man-made environments, and may include any project that protects the ecosystem from actual or potential damage resulting from the violation or that improves the overall condition of the ecosystem. Examples of such projects include, but are not limited to: restoration of a wetland in the same ecosystem along the same avian flyway in which the facility is located, or purchase and management of a watershed area to protect a drinking water supply where a violation could potentially lead to damage due to unreported discharges.

(h) In addition to any civil fines, the City may seek other remedies permitted by law including, but not limited to, abatement of the condition as provided in sections 13-5, 13-5.1, 13-5.2, 13-8, and 13-9, imposition of restitution, or any other relief provided by law. The cost of abatement by the City, together with an amount of \$75.00 per invoice to cover administrative costs and expenses, shall be charged against the owner or occupant of the property and the property itself where the nuisance is located or that is causing and/or contributing to the nuisance, in accordance with Chapter 13 of the Dearborn Code of Ordinances. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this section shall constitute a lien against the property upon which such nuisance existed



(Ord. 20-1680, 8-25-2020; Ord. 21-1708, 5-22-2021)



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of contract for Pickleball Courts at Ford Woods Park

DEPARTMENT: Parks & Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Laser Striping and Sport Surfacing, for the installation of seven new pickleball courts at Ford Woods Park.

It is also request that the Finance Director be authorized to transfer the \$100,000 in current funding from the Facility Fund to the General Capital Improvement Fund, project I50725, and to recognize and appropriate the transfer.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

The Parks & Recreation Department is excited to expand its pickleball offerings in the city by converting the inline rink at Ford Woods park into seven new regulation sized pickleball courts. The location was carefully chosen as it has existing fencing and lights, a close proximity to seasonal restrooms and it is away from residential homes. Benches will also be added. Upon completion of this project, the City of Dearborn will have 11 pickleball courts in total.

FISCAL IMPACT:

- \$90,900
-
-

COMMUNITY IMPACT:

Thousands of residents will have more options should they desire to play the increasingly popular sport of pickleball.

IMPLEMENTATION TIMELINE:

Construction of the new courts will begin in the Spring of 2025

COMPLIANCE/PERFORMANCE METRICS:

The Parks & Recreation team, along with DPW staff, will confirm adherence to the contract scope of work.



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Pickleball Courts at Ford Woods Park
DATE: January 14, 2024

Budget Information

Projects:	I50725 – Ford Woods Pickleball Crt
Total Approved Project Budget:	\$100,000
Available Project Budget:	\$100,000
Requested Amount:	\$90,900
Funding Source:	General Capital Improvement, Parks, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Laser Striping and Sport Surfacing, for the development of seven pickleball courts at Ford Woods Park.

It is also request that the Finance Director be authorized to transfer the \$100,000 in current funding from the Facility Fund to the General Capital Improvement Fund, project I50725, and to recognize and appropriate the transfer.

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

Background and Justification

The Parks & Recreation Department is excited to expand its pickleball offerings in the city by converting the inline rink at Ford Woods park into seven brand new, regulation size pickleball courts. The location was carefully chosen as it has existing fencing and lights, a close proximity to seasonal restrooms and it is away from residential homes. Benches will also be added. Upon completion of this project, the City of Dearborn will have 11 pickleball courts in total. In June of 2024, Laser Striping and Sport Surfacing renovated 16 tennis courts located at Ford Woods and Levagood Parks.

Procurement Process

The procurement process was in accordance with Section 2-568 (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.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:

Jay Andrews

A06628461858403...

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:

Sean R Fletcher

503088961A7C461...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

DS

W

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

E7A673BA26E3469...

Jeremy Romer, Corporation Counsel



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Approve Contract for Purchase of two Toro Mowers for Dearborn Hills Golf Course (DHGC)

DEPARTMENT: Department of Parks & Recreation, in conjunction with Purchasing

BRIEF DESCRIPTION:

Purchasing, on behalf of the Department of Parks & Recreation, recommends the Cooperative Contract purchase of a Toro 3150-Q Greens Mower, and a Toro 5410 – D Fairway Mower. The pricing for the mowers is based on the Omnia contract #2023261.

PRIOR COUNCIL ACTION:

C.R 2-87-23

BACKGROUND:

Dearborn Hills golf course is seeking council approval to purchase a new Toro 3150-Q greens mower as well as a new Toro 5410-D fairway mower. The new equipment will replace 20+ year old mowers that are well past their prime with over 7,000 and 8,000 hours respectively. The old equipment has become unreliable, constantly breaking down and becoming increasingly difficult to find replacement parts for.

The lead time for the new mowers is roughly 12-18 months. The arrival of new equipment will be immediately impactful on the day-to-day operation of Dearborn Hills golf course and have an extremely positive long-term effect.

FISCAL IMPACT:

- \$131,267
-
-

COMMUNITY IMPACT:

Allowing Dearborn Hills Golf Course to continue offering the best possible playing conditions for residents and guests.

IMPLEMENTATION TIMELINE:

Leadtime for delivery is 12 – 18 months.

COMPLIANCE/PERFORMANCE METRICS: Department of Parks & Recreation staff will confirm delivery and verify content and performance of the purchased mower.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approve Contract for Purchase of two Toro Mowers for DHGC

DATE: January 14, 2025

Budget Information

Adopted Budget: \$90,839

Amended Budget: \$131,268

Requested Amount: \$131,267

Funding Source: Fleet & Eqpt Replacement, Recreation, Dbn Hills Golf Course,
Recreation, Capital Equipment, Operating Equip Machin & Equip

Supplemental Budget: N/A

Summary of Request

Purchasing, on behalf of the Department of Parks & Recreation, recommends the Cooperative Contract purchase of a Toro 3150-Q Greens Mower, and a Toro 5410 – D Fairway Mower. The pricing for the mowers is based on the Omnia contract #2023261.

Background and Justification

Dearborn Hills golf course is seeking council approval to purchase a new Toro 3150-Q greens mower as well as a new Toro 5410-D fairway mower. The new equipment will replace 20+ year old mowers that are well past their prime with over 7,000 and 8,000 hours respectively. The old equipment has become unreliable, constantly breaking down and becoming increasingly difficult to find replacement parts for.

The lead time for the new mowers is roughly 12-18 months. The arrival of new equipment will be immediately impactful on the day-to-day operation of Dearborn Hills golf course and have an extremely positive long-term effect.

It is respectfully requested that Council authorize the award with immediate effect due to the long lead time for delivery of the mowers. The resulting contract shall not be binding until fully executed.

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan Extended Purchasing Program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Jay Andrews
A06626461856403...

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:
Sean R Fletcher
503098961A7C461...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:
Michael Kennedy Initial *MD*
F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of contract for the Creation of an Inclusive Playground at Lapeer Park

DEPARTMENT: Parks & Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Penchura LLC for the Creation of an Inclusive Playground at Lapeer Park

PRIOR COUNCIL ACTION:

None

BACKGROUND: The Parks & Recreation Department is excited to bring forward an inclusive playground for Lapeer Park through Community Development Block Grant funding. The Volo Aire soars to an exciting three-story tower that's accessible to the very top thanks to a winding path made of a revolutionary L.S.I. Flexx steel-reinforced net. The Volo Aire is also packed with events to keep kids engaged and delighted at every turn. Pricing for the playground is based on a Sourcewell Cooperative Contract.

FISCAL IMPACT:

- \$998,886
-
-

COMMUNITY IMPACT:

Thousands of residents and guests will have access to this all-inclusive playground in the City of Dearborn annually.

IMPLEMENTATION TIMELINE:

Construction will begin in the spring of 2025, and will be completed by July 1, 2025.

COMPLIANCE/PERFORMANCE METRICS:

The Parks & Recreation team, along with DPW staff, will confirm adherence to the contract scope of work.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Creation of an Inclusive Playground at Lapeer Park
DATE: January 14, 2024

Budget Information

Projects:	I26724 – Lapeer Inclusive Playground
Total Approved Project Budget:	\$ 0
Available Project Budget:	\$ 0
Requested Amount:	\$998,886
Funding Source:	CDBG Reprogrammed FY2023-2024 Unexpended Funds
Supplemental Budget:	\$1,000,000

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Penchura LLC for the Creation of an Inclusive Playground at Lapeer Park.

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

Background and Justification

The Parks & Recreation Department is excited to bring forward an inclusive playground for Lapeer Park through Community Development Block Grant funding. The Volo Aire soars to an exciting three-story tower that's accessible to the very top thanks to a winding path made of a revolutionary L.S.I. Flexx steel-reinforced net. The Volo Aire is also packed with events to keep kids engaged and delighted at every turn. Pricing for the playground is based on a Sourcewell Cooperative Contract.

As thrilling as it is visually stunning, the tower features perforated panels at the mid-level and vertical slats at the top, creating safe but heart-racing views as kids climb, and excellent visibility into the activity from the ground.

The Salina school color themed playground will also include strategically placed shade sails, a sensory play center with 3 panels, a communication board, a variety of benches, a we-go-round, a Salina school themed wildcat digi rider and of course, everyone's favorite; a bank of swings! Children of all ages, abilities and skill levels will have hours of fun playing together at the Volo Aire structure at Lapeer Park.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

The procurement process was in accordance with Section 2-568 (3), 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:
Jay Andrews
A06626461858403...

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:
Sean R Fletcher
503098961A7C461...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Approve Contract for Purchase of two, John Deere Mowers for Mystic Creek

DEPARTMENT: Department of Parks & Recreation, in conjunction with Purchasing

BRIEF DESCRIPTION:

Purchasing, on behalf of the Department of Parks & Recreation, recommends the Cooperative Contract purchase of one John Deere 6500A Fairway Mower; and one John Deere 9009A Rough Mower, from Revels Turf & Tractor. The pricing for the two mowers is based on the MiDeals Contract # Grounds and Roadside, 240000000161 (PG 3W CG 22), for use at Mystic Creek Golf Course.

PRIOR COUNCIL ACTION:

C.R 9-460-24

BACKGROUND:

The existing mowers at Mystic Creek have exceeded their useful life, and have the equivalent, in operational hours, of over million miles of use. These mowers are requiring more frequent and costly repairs, and incurring more down time.

FISCAL IMPACT:

- \$168,296.86
-
-

COMMUNITY IMPACT:

- To provide Recreation & Parks staff an additional resource to help maintain the appearance, condition and playability of Mystic Creek Golf Course.
-
-

IMPLEMENTATION TIMELINE: Lead time for the mowers is six months, after receipt of order.

COMPLIANCE/PERFORMANCE METRICS: Members of the Department of Parks & Recreation will confirm delivery and verify content and performance of the purchased mower.

**FINANCE****EXECUTIVE SUMMARY AND MEMORANDUM**

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approve Contract for Purchase of two, John Deere Mowers
DATE: January 14, 2025

Budget Information

Adopted Budget: \$195,845
Amended Budget: \$279,212
Requested Amount: \$168,296.86
Funding Source: Fleet & Equipment, Recreation, Mystic Creek, Sports Field Maintenance, Capital Equipment
Supplemental Budget: N/A

Summary of Request

Purchasing, on behalf of the Department of Parks & Recreation, recommends the Cooperative Contract purchase of one John Deere 6500A Fairway Mower; and one John Deere 9009A Rough Mower, from Revels Turf & Tractor. The pricing for the two mowers is based on the MiDeals Contract # Grounds and Roadside, 240000000161 (PG 3W CG 22), for use at Mystic Creek Golf Course.

Background and Justification

The existing mowers at Mystic Creek have exceeded their useful life, and have the equivalent, in operational hours, of over million miles of use. These mowers are requiring more frequent and costly repairs, and incurring more down time

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan Extended Purchasing Program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:

Jay Andrews

A06626461858403...

Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:

Sean R Fletcher

503098961A7C461...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

Michael Kennedy

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Initial

MD

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of contract for Inspections of Camp Dearborn Trailers and Sites

DEPARTMENT: Parks & Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Servpro, to conduct inspections of Camp Dearborn trailers and camp sites, as required by EGLE.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

In 2023 and prior years it has been the practice of Camp Dearborn Administrative Staff to perform and document inspections of mobile homes and trailers in the seasonal campground section (TV2) of Camp Dearborn. The responsibility includes inspections for safety issues, compliance with EGLE laws and regulations, as well as documenting any site appearance issues. In the summer of 2024, at the direction of the City Administration, Recreation worked with the Purchasing Department to obtain a third-party provider to complete the site inspections in TV2. The new company would assume the responsibility starting in the off-season transition from 2024 to 2025.

FISCAL IMPACT:

- \$45,000
-
-

COMMUNITY IMPACT:

The inspections will identify potential areas of safety concern that will be addressed by Camp Staff.

IMPLEMENTATION TIMELINE:

Work will begin immediately and continue until completed before spring of 2025.

COMPLIANCE/PERFORMANCE METRICS:

The Parks & Recreation staff will confirm adherence to the terms and conditions of the contracted scope of work.



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Inspections of Camp Dearborn Trailers and Sites
DATE: January 14, 2024

Budget Information

Adopted Budget:	\$441,200
Amended Budget:	\$689,672
Requested Amount:	\$45,000
Funding Source:	General Fund, Camp Dearborn, Contractual Services
Supplemental Budget:	N/A

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Servpro, to conduct inspections of Camp Dearborn trailers and camp sites, as required by EGLE.

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

Background and Justification

In 2023 and prior years it has been the practice of Camp Dearborn Administrative Staff to perform and document inspections of mobile homes and trailers in the seasonal campground section (TV2) of Camp Dearborn. The responsibility includes inspections for safety issues, compliance with EGLE laws and regulations, as well as documenting any site appearance issues. In the summer of 2024, at the direction of the City Administration, Recreation worked with the Purchasing Department to obtain a third-party provider to complete the site inspections in TV2. The new company would assume the responsibility starting in the off-season transition from 2024 to 2025.

Procurement Process

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



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:

Jay Andrews

A06626461858403...

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:

Sean R Fletcher

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Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

Michael Kennedy ^{DS}

E77919D1421447E

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460

Jeremy Romer, Corporation Counsel



EXECUTIVE SUMMARY

REQUEST: Request to accept and recognize \$20,000 in grant funding from the National Endowment for the Arts (NEA) to support theater programming tailored for Arab American youth through the Dearborn Youth Theatre (DYT).

DEPARTMENTS: Parks and Recreation, Philanthropy & Grants

BRIEF DESCRIPTION: This grant will fund three program team members to develop and implement three theater sessions specifically designed to empower Arab American youth in Dearborn and Dearborn Heights by addressing cultural, economic, and social barriers to performing arts education.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Dearborn Youth Theatre (DYT), a non-profit established in 2016, fosters creative growth and development among young people in Dearborn and Dearborn Heights. With a focus on inclusivity, DYT provides theater and performing arts opportunities regardless of socioeconomic status or prior experience. This funding from the NEA will enable DYT to ensure cultural and religious considerations are met, and provide vital resources such as translations, cultural adaptations, and dietary accommodations.

FISCAL IMPACT: This will be used to hire three program team members and execute three tailored theater sessions, offsetting the cost of some operational and programmatic expenses. No local match.

COMMUNITY IMPACT: These funds will support our efforts to make the performing arts more affordable and accessible to Dearborn residents while sparking creativity and community engagement.

IMPLEMENTATION TIMELINE: The project begins with a planning phase in May 2025 and continues through three sessions: Summer, Fall, and Winter.

COMPLIANCE/PERFORMANCE METRICS: Success will be measured by participant enrollment and engagement, attendance at performances and outreach events, and feedback from post-show discussions used to improve future sessions.



MEMORANDUM

TO: Dearborn City Council

FROM: Parks & Recreation Department, Philanthropy and Grants Department

SUBJECT: 2025 NEA Grant

DATE: 1/13/24

Budget Information

Adopted Budget: \$0

Amended Budget: \$0

Requested Amount: \$20,000

Funding Source: National Endowment for the Arts' Office

Supplemental Budget: N/A

Summary of Request


Approval is requested to utilize \$20,000 in NEA grant funding to support three theater sessions for the Dearborn Youth Theatre.

Background and Justification

The Dearborn Youth Theatre (DYT), a non-profit established in 2016, fosters creative growth and development among young people in Dearborn and Dearborn Heights. With a focus on inclusivity, DYT provides theater and performing arts opportunities regardless of socioeconomic status or prior experience. This funding from the NEA will enable DYT to ensure cultural and religious considerations are met, and providing vital resources such as translations, cultural adaptations, and dietary accommodations.

Immediate effect is requested.

Prepared by:

Signed by:

5F7C82870E294AB
 Maria Willett – Philanthropy & Grants Director

Department Approval:

DocuSigned by:

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 Sean Fletcher - Parks & Recreation Director

Budget Approval: 

Corporation Counsel:



**Philanthropy
and Grants**

MEMORANDUM

DocuSigned by:

Michael Kennedy

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Michael Kennedy – Finance Director/Treasurer

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy J. Romer – Corporation Counsel



EXECUTIVE SUMMARY

REQUEST: Approve TAP Grant Application with Friends of the Rouge (FOTR) for Rouge River Gateway Greenway Phase 3

DEPARTMENTS: Philanthropy & Grants, Economic Development

BRIEF DESCRIPTION: The Rouge River Gateway Greenway Phase 3 project proposes a 0.9-mile nonmotorized, shared-use path connecting Phase 2 west of Southfield Road to a new trailhead at Rotunda Drive. The Transportation Alternatives Program (TAP) grant, administered by SEMCOG and MDOT, will fund 80% of the total project cost of \$1,805,807.50, with Friends of the Rouge providing the 20% match through a grant from the Ralph C. Wilson Foundation.

The City of Dearborn's role is limited to serving as the fiduciary and applicant for the grant. Upon approval of the grant application, the City will enter into an agreement with FOTR and formalize their responsibility for project management and execution.

The attached proposed Council resolution will approve our application to the grant, contingent on funding award from MDOT, and contingent on the execution of agreement between FOTR and City of Dearborn.

PRIOR COUNCIL ACTION: Approval of prior phases of the Rouge River Gateway Greenway project, including master planning and Phase 1 implementation.

BACKGROUND: The Rouge River Gateway Greenway project aims to create a regional network of nonmotorized pathways, enhancing recreation, connectivity, and economic development while preserving natural habitats. Phase 3 extends the pathway under the Southfield Road and M-39 Southfield Freeway MDOT bridge, providing safe passage and improved trail access. The project aligns with SEMCOG's Bicycle and Pedestrian Plan, Wayne County Park's Strategic Master Plan, and Dearborn's Recreation Master Plan. The City's collaboration with FOTR, Wayne County Parks, and other stakeholders ensures the project's success and long-term maintenance.

FISCAL IMPACT: Total project cost is \$1,805,807.50. TAP Grant will provide \$1,444,646.00 (80%), with \$361,161.50 (20% match) provided by FOTR.

COMMUNITY IMPACT: Phase 3 enhances community connectivity and quality of life by providing safe, accessible nonmotorized transportation options. It connects neighborhoods to key destinations and links to regional trail networks such as the Iron Belle Trail and Joe Louis Greenway, fostering recreation and economic development.



IMPLEMENTATION TIMELINE:

- February 2025: Submission of grant application
- June 2025: The project receives final approvals and certifications to move forward.
- August 2025: The final plans and cost estimates are completed.
- November 2025: The project is advertised for contractors to bid on it.
- January 2026: Bids are reviewed, and a contractor is selected to handle the construction.
- March 2026: Construction begins.
- September 2026: Construction is finished, and the project is complete.

COMPLIANCE/PERFORMANCE METRICS: Metrics include the completion of the project, effective project management by FOTR, and compliance with MDOT and SEMCOG grant requirements. Ongoing maintenance will be managed by Wayne County Parks and FOTR.



TO: Dearborn City Council
FROM: Philanthropy & Grants, Economic Development
SUBJECT: 2025 TAP Grant Application
DATE: January 13, 2025

Summary of Request

The Department of Philanthropy & Grants, in conjunction with the Economic Development Department, recommends the City approve the attached proposed Council resolution supporting our application to the Transportation Alternatives Program (TAP) grant. This grant would fund Phase 3 of Rouge River Gateway Greenway. This is a 0.9-mile nonmotorized, shared-use path connecting Phase 2 west of Southfield Road to a new trailhead at Rotunda Drive.

The City of Dearborn's role is limited to serving as the fiduciary and applicant for the grant. Upon approval of the grant application, the City will enter into an agreement with the Friends of the Rouge (FOTR) and formalize their responsibility for project management and execution. The City will provide up to \$6,300 to support the cost of third-party preparation and submission of the grant application.

The city will apply for up to \$1,805,807.50 provided by the TAP Grant, with the required matching \$361,161.50 (20% match) provided by FOTR.

Background and Justification

The Rouge River Gateway Greenway Phase 3 is part of a multi-phase initiative to develop a regional network of nonmotorized pathways. This phase includes a 0.9-mile shared-use path, a trailhead with amenities at Rotunda Drive, and connections to broader regional trail networks. The project reflects a strong commitment to enhancing recreational opportunities, promoting environmental stewardship, and fostering economic growth. The City's limited financial and administrative role ensures efficient use of resources while supporting this transformative project.

Immediate effect is requested.



**Philanthropy
and Grants**

MEMORANDUM

Prepared by:

Signed by:

Maria Willett

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Maria Willett – Philanthropy & Grants Director

Department Approval:

Signed by:

Jordan Twardy

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Jordan Twardy - Economic Development

Budget Approval:

DS
MHA

DocuSigned by:

Michael Kennedy

F77919D1A214A7E

Michael Kennedy – Finance Director/Treasurer

Corporation Counsel:

DocuSigned by:

Jeremy Romer

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Jeremy J. Romer – Corporation Counsel

COUNCIL RESOLUTION

WHEREAS: The Rouge River Gateway Greenway Master Plan provides a vision for a greenway along the Rouge River to enhance connectivity, preserve natural habitats, and support recreational opportunities; and,

WHEREAS: The City of Dearborn is committed to advancing Phase 3 of the Rouge River Gateway Greenway, a 0.9-mile nonmotorized, shared-use path connecting Phase 2 of the path west of Southfield Road to a proposed trailhead at Rotunda Drive; and,

WHEREAS: This project aligns with SEMCOG's Bicycle and Pedestrian Plan for Southeast Michigan (2020), Wayne County Park's Strategic Master Plan (2017-2022), and the City of Dearborn's Recreation Master Plan (2016-2021), promoting health, recreation, environmental stewardship, and economic development; and,

WHEREAS: The City of Dearborn recognizes the importance of regional connectivity, with the Rouge River Gateway Greenway integrating into significant networks such as the Iron Belle Trail, Joe Louis Greenway, and Downriver Linked Greenway; and,

WHEREAS: The Friends of the Rouge (FOTR) and the City of Dearborn have collaborated to ensure the successful design, construction, and maintenance of this project; be it

RESOLVED: The Economic Development Director be authorized to submit the Transportation Alternatives Program (TAP) application for the Rouge River Gateway Greenway Phase 3 project; be it further

RESOLVED: That this resolution be given immediate effect.



Public Services



December 23, 2024

Mr. Brian Pawlik
Plan Implementation; Bicycle and Pedestrian Travel
SEMCOG
1001 Woodward Avenue, Suite 1400
Detroit, MI 48226

Dear Mr. Pawlik:

Wayne County Parks is pleased to offer support for the City of Dearborn TAP Grant Application for construction of Rouge Gateway Greenway Phase III. This proposal would build on the success in developing both the Lower Rouge Greenway and Rouge Gateway Greenway by advancing construction of .09 miles of new asphalt trail. The construction of the new trail will connect Rouge Gateway Greenway Phase II, from the Henry Ford Museum and extending downstream to Rotunda Drive. Wayne County's Connecting the Rouge Framework envisions a trails system that will provide non-motorized connectivity from Hines Park to Fort Street Bridge Park in Detroit.

Blueway and greenway trails can provide important access to the Rouge River for recreation and enjoyment. We are committed to initiatives that increase opportunities for individuals to live in healthy thriving communities. It is essential that public spaces are safe, welcoming, and accessible and that individuals have options for diverse activities to incorporate into their lifestyle. Through our Wayne County Parks Strategic Master Plan, we have learned there is a strong interest in trails both on land and water. The Rouge Gateway Greenway and Lower Rouge River Water Trail have both generated excitement among residents of all ages, races, ethnicities, interests, and abilities.

The Rouge River plays an important role in our community's history. However, more work needs to be done to ensure that it is available for public recreational use. If funded, Wayne County Parks will collaborate with the City of Dearborn and Friends of the Rouge on the greenway and trailhead designs. We look forward to continuing our partnership on the Friends of the Rouge Lower Rouge Water Trail Leadership Committee to promote opportunities for community engagement, paddling events, and health fairs. We will participate in the trailhead workgroup to provide feedback on how the trailhead and kayak launch can fit the recreational needs of the community and Wayne County Parks.

The FOTR is in a unique position to create long-lasting change in supporting healthy lifestyles through their proven track record of collaboration, strong community engagement, and in promoting lifelong leisure recreational opportunities.

I wholeheartedly encourage funding this proposal and look forward to continuing our partnership with them in this work.

Sincerely,



Alicia C. Bradford,
Wayne County Parks Director

DEPARTMENT OF PUBLIC SERVICES • DIVISION OF PARKS

33175 ANN ARBOR TRAIL, WESTLAND, MICHIGAN 48185 • (734) 261-1990 • FAX (734) 261-0195



CITY OF DEARBORN

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Requesting to recognize and appropriate award from MCOLES for Academy Assistance of \$24,000

DEPARTMENT:

Police Department

BRIEF DESCRIPTION:

This is a request to accept funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program in the amount of \$24,000 with no local match.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program. The funding amount is for \$24,000. Local match is not needed.

The Police Department will utilize the \$24,000 to offset the costs of one police officer who attended the Oakland Police Academy in 2024. We received the maximum amount of reimbursement available from MCOLES. This is a reimbursement grant and requires no local match.

FISCAL IMPACT:

No cost

COMMUNITY IMPACT:

Improved community relations by saving taxpayer money.



EXECUTIVE SUMMARY AND MEMORANDUM



IMPLEMENTATION TIMELINE:

Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS:

Finance Department reporting will ensure funds are used to pay approved expenses.



EXECUTIVE SUMMARY AND MEMORANDUM



TO: City Council
FROM: Issa Shahin, Chief of Police
VIA: Mayor Abdullah H. Hammoud
SUBJECT: MCOLES Funds
DATE: January 14, 2025

Budget Information

Adopted Budget: 0
Amended Budget: \$24,000
Requested Amount: \$24,000
Funding Source: State of Michigan MCOLES
Supplemental Budget: N/A

Summary of Request

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program. The funding amount is for \$24,000. Local match is not needed.

The Police Department will utilize the \$24,000 to offset the costs of one police officer who attended the Oakland Police Academy in 2024. We received the maximum amount of reimbursement available from MCOLES. This is a reimbursement grant and requires no local match.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



Background and Justification

The Dearborn Police Department has been awarded a grant from the Michigan Commission on Law Enforcement Standards (MCOLES). The grant amount is for \$24,000. Local match is not needed. The Dearborn Police Department will utilize the \$24,000 to offset the costs of the one police officer who attended and completed the Oakland Police Academy in 2024.

We request that the Finance Director be authorized to recognize the \$24,000 in 101-2410-330-0490 General Fund Police Administration Intergovernmental Revenue State and appropriate the same in 101-2410-515-58-10 General Fund Police Administration Training. This letter is submitted for your consideration.

We request immediate effect, as the police academy has completed, and funds will be used to process invoices.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



Signature Page

DocuSigned by:

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Dan Bartok

Corporal

DocuSigned by:

Handwritten signature of Issa Shahin in black ink.

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Issa Shahin

Police Chief

DocuSigned by:

Handwritten signature of Michael Kennedy in black ink.

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Michael Kennedy

Finance Director / Treasurer

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Jeremy Romer

Corporation Counsel



CITY OF DEARBORN

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Requesting recognition and appropriation of MCOLES Law Enforcement Standards \$93,000 award.

DEPARTMENT:

Police Department

BRIEF DESCRIPTION:

The Police Department is requesting to accept funds from the Michigan Commission on Law Enforcement Standards, Continuing Professional Education (CPE) program in the amount of \$93,000 with no local match.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Continuing Professional Education (CPE) program. The funding amount is for \$93,000. A local match is not needed.

The Dearborn Police Department will utilize the \$93,000 to offset the costs of Continuing Professional Education training required by the state of Michigan for all police officers to maintain their certification.

FISCAL IMPACT:

No cost to the city.

COMMUNITY IMPACT:

Improved community relations by saving taxpayer money.
Additional Police Officer training



EXECUTIVE SUMMARY AND MEMORANDUM



IMPLEMENTATION TIMELINE:

Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS:

Finance Department reporting will ensure funds are used to pay approved expenses. Police Department Training Office will maintain training records of all officers who utilize these funds to attend training classes.



EXECUTIVE SUMMARY AND MEMORANDUM



TO: City Council
FROM: Issa Shahin, Chief of Police
VIA: Mayor Abdullah H. Hammoud
SUBJECT: MCOLES CPE
DATE: January 14, 2025

Budget Information

Adopted Budget: 0
Amended Budget: \$93,000
Requested Amount: \$93,000
Funding Source: State of Michigan MCOLES
Supplemental Budget: N/A

Summary of Request

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Continuing Professional Education (CPE) program. The funding amount is for \$93,000. A local match is not needed.

The Dearborn Police Department will utilize the \$93,000 to offset the costs of Continuing Professional Education training required by the state of Michigan for all police officers to maintain their certification.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



Background and Justification

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards (MCOLES). The amount is for \$93,000. The funds are dedicated to offset the costs of the new Continuing Professional Education training requirements for police officers set by the State of Michigan. Local match is not needed.

The Dearborn Police Department will utilize the \$93,000 to offset the costs of Continuing Professional Education training required by the state of Michigan for all police officers to maintain their certification.

We request that the Finance Director be authorized to recognize the \$93,000 in 101-2410-330.04-15 General Fund Police Administration Intergovernmental Revenue State and appropriate the same in 101-2410-515.58-15 General Fund Police Training. This letter is submitted for your consideration.

We request immediate effect to allow these funds will be used to process pending invoices.

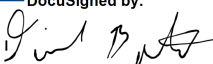
Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM

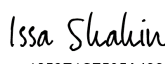


Signature Page

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Dan Bartok

Corporal

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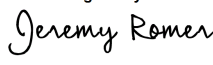
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Issa Shahin

Police Chief

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Michael Kennedy

Finance Director / Treasurer

DocuSigned by:


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Jeremy Romer

Corporation Counsel



CITY OF DEARBORN

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Requesting to recognize and appropriate funds from MCOLES (CPE) award of \$186,000

DEPARTMENT:

Police Department

BRIEF DESCRIPTION:

The Police Department is requesting to accept funds from the Michigan Commission on Law Enforcement Standards, Continuing Education (CPE) program in the amount of \$186,000 with no local match.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Continuing Professional Education (CPE) program. The funding is for \$186,000. A local match is not needed.

The Dearborn Police Department will utilize the \$186,000 to offset the cost of Continuing Professional Education training, which is required by the state of Michigan for all police officers to maintain their certification.

FISCAL IMPACT:

No cost to the city.

COMMUNITY IMPACT:

Improved community relations by saving taxpayer money.
Additional police officer training.



EXECUTIVE SUMMARY AND MEMORANDUM



IMPLEMENTATION TIMELINE:

Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS:

Finance Department reporting will ensure funds are used to pay approved expenses. Police Department Training Office will maintain training records of all officers who utilize these funds to attend training classes.



EXECUTIVE SUMMARY AND MEMORANDUM



TO: City Council
FROM: Issa Shahin, Chief of Police
VIA: Mayor Abdullah H. Hammoud
SUBJECT: MCOLES CPE
DATE: January 14, 2025

Budget Information

Adopted Budget: 0
Amended Budget: \$186,000
Requested Amount: 186,000
Funding Source: State of Michigan MCOLES
Supplemental Budget: N/A

Summary of Request

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Continuing Professional Education (CPE) program. The funding is for \$186,000. A local match is not needed.

The Dearborn Police Department will utilize the \$186,000 to offset the cost of Continuing Professional Education training, which is required by the state of Michigan for all police officers to maintain their certification.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



Background and Justification

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards (MCOLES). The amount is for \$186,000. These funds are dedicated to offset the costs related to the new Continuing Professional Education training requirements for all police officers in the State of Michigan. Local match is not needed.

The Dearborn Police Department will utilize the \$186,000 to offset the Continuing Professional Education training costs, which the State of Michigan requires for all police officers to maintain their certification.

We request that the Finance Director be authorized to recognize the \$186,000 in account 101-2410-330-04-15, general Fund Police Administration Intergovernmental Revenue State and appropriate the same in account 101-2410-515-58-15 General Fund Police Training. This letter is submitted for your consideration.

We request immediate effect to allow these funds to be used to process pending invoices.

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



Signature Page

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Dan Bartok

Corporal

DocuSigned by:

Handwritten signature of Issa Shahin in black ink.

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Issa Shahin

Police Chief

DocuSigned by:

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Michael Kennedy

Finance Director / Treasurer

DocuSigned by:

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Jeremy Romer

Corporation Counsel



**PUBLIC
HEALTH**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Approval for the Finance Director to recognize & appropriate grant from the Michigan Arts and Culture Council.

DEPARTMENT:

Public Health

BRIEF DESCRIPTION:

The Michigan Arts and Culture Council has awarded the City of Dearborn Department of Public Health grant funds in the amount of \$12,000 to host programming that promotes public health, art, and culture.

This is part of the Michigan Arts and Culture Council's greater mission to ensure that communities can enjoy the civic, economic and educational benefits of arts and culture.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Michigan Arts and Culture Council was founded on the belief that arts and culture enriches our communities and economy, and are vital to the well-being of society. The Council's efforts focus on civic engagement, economic development, and education, with an emphasis on equity, diversity, access, collaboration, and inclusion. With this funding, the Council is empowering communities like Dearborn to host programming that weaves public health education into engaging, inclusive, and accessible activities. Participants will enjoy opportunities that foster community growth, combat social isolation, and stimulate creativity and learning.

FISCAL IMPACT:

The City of Dearborn Public Health Department will receive a grant in the amount of \$12,000.

COMMUNITY IMPACT:

This grant from the Michigan Arts and Culture Council will allow the Department of Public Health to collaborate with other city departments and community partners to host engaging, informative, and accessible programming that promotes public health, arts, and culture. Events and activities will be geared toward the general Dearborn population, as well as populations including children and families, older adults, and individuals with disabilities. These programs will provide a space for learning, creativity, and community building. Intersecting public health, arts, and culture is known to benefit mental health, increase senses of belonging, and serve as an innovative path for health communications.



**PUBLIC
HEALTH**

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate effect requested. Award period goes through September 30, 2025

COMPLIANCE/PERFORMANCE METRICS:

The Department of Public Health is responsible for submitting a final report covering the term, which is due within 30 days the End Date (Award Period: October 1, 2024 - September 30, 2025). The final report shall indicate the following information: 1.) Project revenues and expenditures, 2.) Number of individuals attending or engaged during the Term, and 3.) A narrative summary of the Project and its outcome.



**PUBLIC
HEALTH**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Ali Abazeed, Director of Public Health
VIA: Mayor Abdullah H. Hammoud
SUBJECT: DPH Grant
DATE: January 14, 2025

Budget Information

Adopted Budget: N/A
Amended Budget: N/A
Requested Amount: \$12,000
Funding Source: \$12,000 Michigan Arts and Culture Council - General Fund, Public Health
Supplemental Budget: N/A

Summary of Request

The Michigan Arts and Culture Council has awarded the City of Dearborn Department of Public Health grant funds in the amount of \$12,000 to host programming that promotes public health, art, and culture. This is part of the Michigan Arts and Culture Council's greater mission to ensure that communities can enjoy the civic, economic and educational benefits of arts and culture.

Immediate effect is requested.



**PUBLIC
HEALTH**

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate effect is requested.

Background and Justification

The Michigan Arts and Culture Council was founded on the belief that arts and culture enriches our communities and economy, and are vital to the well-being of society. The Council's efforts focus on civic engagement, economic development, and education, with an emphasis on equity, diversity, access, collaboration, and inclusion. With this funding, the Council is empowering communities like Dearborn to host programming that weaves public health education into engaging, inclusive, and accessible activities. Participants will enjoy opportunities that foster community growth, combat social isolation, and stimulate creativity and learning.

It is requested that the Finance Director be authorized to recognize and appropriate these funds in the amount of \$12,000.

Immediate effect is requested.



**PUBLIC
HEALTH**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

DocuSigned by:

Ali Abazeed

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Ali Abazeed

Director of Public Health

DocuSigned by:

Ali Abazeed

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Ali Abazeed

Director of Public Health

DocuSigned by:

Michael Kennedy

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Michael Kennedy

Finance Director / Treasurer

DocuSigned by:

Jeremy Romer

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Jeremy Romer

Corporation Counsel



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Approve Contract for Purchase of two Caterpillar Loaders

DEPARTMENT: Department of Public Works, in conjunction with Purchasing

BRIEF DESCRIPTION:

Purchasing, on behalf of the Department of Public Works, recommends the Cooperative Contract purchase of a Model 938 Wheel Loader and a Model 938 High Lift Loader from Caterpillar. The pricing for the loaders is based on Sourcewell Contract # 017723-CAT Sell Price.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Department of Public Works (DPW) is responsible for maintaining critical city infrastructure, including roads, water and sewer systems, public parks, and waste management. To effectively execute these responsibilities, DPW relies on a fleet of specialized vehicles.

FISCAL IMPACT: \$550,188

COMMUNITY IMPACT:

Purchasing a fleet vehicle for city services involves careful consideration of various factors to ensure efficiency, cost-effectiveness, and suitability for the specific needs of the department of Public Works operations.

Front-end loaders play a crucial role in public works operations due to their versatility, efficiency, and ability to handle heavy materials in various tasks.

Efficiency: Speeds up operations by handling large volumes of material at once.

Versatility: Can be used for multiple purposes with different attachments.

Safety: Reduces manual labor and the risk of injury for workers.

Reliability: Operates in challenging conditions, including adverse weather and rough terrains.

Front-end loaders are a valuable asset for any public works department, supporting both routine maintenance and emergency response efforts effectively.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate Effect is requested, as the lead time for the loaders is up to four months

COMPLIANCE/PERFORMANCE METRICS:

Members of the DPW Staff will confirm delivery and verify content and performance of the purchased vehicles.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Purchase of two Caterpillar Loaders
DATE: January 14, 2025

Budget Information

Adopted Budget: \$532,790
Amended Budget: \$576,912
Requested Amount: \$269,603
Funding Source: Fleet & Eqpt Replacement, Public Works, Parks, Recreation, Park Maintenance, Capital Equipment
Supplemental Budget: N/A

Adopted Budget: \$389,271
Amended Budget: \$1,126,725
Requested Amount: \$280,585
Funding Source: Fleet & Eqpt Replacement, Public Works, Public Services, Public Works, Maintenance Rds & Streets, Capital Equipment
Supplemental Budget: N/A

Total Requested Amount: \$550,188

Summary of Request

Purchasing, on behalf of the Department of Public Works, recommends the Cooperative Contract purchase of a Model 938 Wheel Loader and a Model 938 High Lift Loader from Caterpillar. The pricing for the loaders is based on Sourcewell Contract # 017723-CAT Sell Price.

It is respectfully requested that Council authorize the purchase of these vehicles. Immediate effect is requested, as the lead time for these vehicles is up to four months.

Background and Justification

The Department of Public Works (DPW) is responsible for maintaining critical city infrastructure, including roads, water and sewer systems, public parks, and waste management. To effectively execute these responsibilities, DPW relies on a fleet of specialized vehicles.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

1. Loose Leaf Collection

Front-end loaders are used to scoop and transport large piles of loose leaves that are raked or blown to the curb.

Their large buckets make it efficient to load leaves into dump trucks or composting facilities, reducing manual labor and increasing productivity.

2. Special Pickups

Special pickups often involve oversized or heavy items such as furniture, appliances, or yard debris.

Front-end loaders can quickly lift and transport these items, especially when they are too large or cumbersome for smaller equipment.

3. Snow Removal

During winter operations, front-end loaders are essential for clearing large accumulations of snow from streets, parking lots, and other areas.

They are also used to load snow into trucks for transportation to designated disposal sites, ensuring roads and public spaces remain safe and navigable.

4. Special Projects

Front-end loaders are invaluable for a variety of special projects, such as clearing debris after storms, grading land, or assisting in construction and excavation tasks.

Their adaptability to different attachments makes them suitable for diverse needs, from digging to lifting.

5. Trash Removal

For large-scale trash removal efforts, such as after community cleanups or events, front-end loaders efficiently gather and load waste into collection vehicles.

This speeds up the cleanup process and reduces manual handling of waste materials.

6. Salt Barn and Sand Barn Operations

Front-end loaders are critical for managing materials in salt and sand barns, particularly during winter operations.

They are used to load salt and sand into spreaders for road treatment, ensuring quick response during icy or snowy conditions.

They also assist in organizing and redistributing materials within storage facilities to optimize space and maintain accessibility.

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan extended purchasing program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Jay Andrews
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Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:
Tim Hawkins
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Tim Hawkins, Director, DPW

Budget Approval:

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

Initial
MD

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
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Jeremy Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Renewal of Traffic Engineering Services with Colliers Engineering & Design – Formerly Bergmann Associates

DEPARTMENT: Department of Public Works and Facilities, In conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Public Works and Facilities, in conjunction with Purchasing, requests authorization for the first renewal of the Traffic Engineering Services Contract to Colliers Engineering & Design. – Formerly Bergmann Associates

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The previous contract began in November of 2022, expired in November of 2024, and has (2) one-year renewals available.

The primary services will include studies on traffic control (including traffic signals and signs, pavement markings, and construction zone traffic control), transportation planning (including neighborhood design and traffic calming studies, accident analysis, site plan review, and traffic impact analysis report/review), and school safety studies. Traffic services like these are needed and benefit the community in several ways including but not limited to increasing safety, improving traffic flow, and improving emergency response efficiency

FISCAL IMPACT: \$50,000

COMMUNITY IMPACT: The traffic study is an analysis of existing and future conditions based on projected traffic and how it is assigned. The primary services will include studies on traffic control (including traffic signals and signs, pavement markings, and construction zone traffic control), transportation planning (including neighborhood design and traffic calming studies, accident analysis, site plan review, and traffic impact analysis report/review), and school safety studies to best service the public's health, safety, and welfare.

Traffic studies benefit the community in several ways including increasing safety, improving traffic flow, and emergency response efficiency.

IMPLEMENTATION TIMELINE: Services to be used on an as-needed basis.

COMPLIANCE/PERFORMANCE METRICS: DPWF staff will monitor Collier's performance to the contract scope of work.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Renewal of Contract for Traffic Engineering Services
DATE: January 13, 2025

Budget Information

Project: Q57209 Traffic Engineering Serv
 Adopted Budget: \$0
 Amended Budget: \$16,200
 Requested Amount: \$50,000
 Funding Source: Major Street and Trunkline, Public Works, Engineering, Administration, Construction Services, Engineering Services
 Supplemental Budget: Q99999, Street Infrastructure Reserve, Major Street and Trunkline, Undistributed Appropriations

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities, recommends the renewal of a contract for Traffic Engineering Services from Colliers Engineering & Design for the period of January 31, 2025, through February 1, 2026, which has provided this service for the City in the past. This will be the first of two available renewal options.

It is respectfully requested that Council authorize the renewal. Immediate effect is requested to avoid any lapse in service.

Background and Justification

The previous contract began in November of 2022, expired in November of 2024, and has (2) one-year renewals available.

The primary services will include studies on traffic control (including traffic signals and signs, pavement markings, and construction zone traffic control), transportation planning (including neighborhood design and traffic calming studies, accident analysis, site plan review, and traffic impact analysis report/review), and school safety studies. Traffic services like these are needed and benefit the community in several ways including but not limited to increasing safety, improving traffic flow, and improving emergency response efficiency



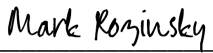
FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM


Process

The procurement process was in accordance with Section 2-568A (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:

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Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

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Tim Hawkins, Director, DPWF

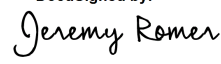
Budget Approval:

DocuSigned by:

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Michael Kennedy, Finance Director/Treasurer

Initial


Corporation Counsel Approval:

DocuSigned by:

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Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST:

Approve Contract for Purchase of eleven vehicles for DPW from Lunghamer Ford

DEPARTMENT: Department of Public Works, in conjunction with Purchasing

BRIEF DESCRIPTION:

Purchasing, on behalf of the Department of Public Works, recommends the Cooperative Contract purchase of eleven vehicles, from Lunghamer Ford. The pricing for the vehicles is based on 2024 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contract # 21-18 P.2 Alternate.

PRIOR COUNCIL ACTION:

C.R 1-06-23, 1-27-23

BACKGROUND:

The Department of Public Works (DPW) is responsible for maintaining critical city infrastructure, including roads, water and sewer systems, public parks, and waste management. To effectively execute these responsibilities, DPW relies on a fleet of specialized vehicles.

FISCAL IMPACT: \$592,600

COMMUNITY IMPACT:

Purchasing a fleet vehicle for city services involves careful consideration of various factors to ensure efficiency, cost-effectiveness, and suitability for the specific needs of the department of Public Works operations.

IMPLEMENTATION TIMELINE:

Immediate Effect is requested, as the lead time for these vehicles is up to four months

COMPLIANCE/PERFORMANCE METRICS:

Members of the DPW Staff will confirm delivery and verify content and performance of the purchased vehicles.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Purchase of eleven DPW Vehicles
DATE: January 14, 2025

Budget Information

Adopted Budget: \$ 42,759
Amended Budget: \$ 42,759
Requested Amount: \$ 36,606
Funding Source: Fleet & Eqpt Replacement, Public Works, Powerhouse, Capital Equipment, Vehicles
Supplemental Budget: N/A

Adopted Budget: \$ 104,027
Amended Budget: \$ 104,027
Requested Amount: \$ 101,715
Funding Source: Fleet & Eqpt Replacement, Public Works, Bldg Svc & Maint, Facilities Maintenance, Capital Equipment, Vehicles
Supplemental Budget: N/A

Adopted Budget: \$ 389,271
Amended Budget: \$ 1,126,725
Requested Amount: \$ 169,540
Funding Source: Fleet & Eqpt Replacement, Public Works, Public Services, Maintenance Rds & Streets, Capital Equipment, Vehicles
Supplemental Budget: N/A

Adopted Budget: \$ 91,914
Amended Budget: \$ 283,842
Requested Amount: \$ 128,360
Funding Source: Fleet & Eqpt Replacement, Public Works, Fleet R&M Operations, Fleet Maintenance, Capital Equipment, Vehicles
Supplemental Budget: N/A

Adopted Budget: \$ 98,823
Amended Budget: \$ 98,823
Requested Amount: \$ 44,670
Funding Source: Fleet & Eqpt Replacement, Prop Maint & Dev Services, Sanitation, Rubbish Pickup & Disposal, Capital Equipment, Vehicles
Supplemental Budget: N/A



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Adopted Budget: \$117,972
 Amended Budget: \$219,772
 Requested Amount: \$111,709
 Funding Source: Water Fund, Water & Backflow Divisions, Capital Equipment, Vehicles
 Supplemental Budget: N/A

Total Requested Amount: \$592,600

Summary of Request

Purchasing, on behalf of the Department of Public Works, recommends the Cooperative Contract purchase of eleven vehicles from Lunghamer Ford. The pricing for the vehicles is based on 2024 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate.

Department	Vehicle	Color	Quantity	Price	Total Price	Vendor
DPW - Highways	Ford Explorer	Carbonized Grey	1	\$ 44,670	\$ 44,670	Lunghamer Ford
DPW - Sanitation	Ford Explorer	Carbonized Grey	1	\$ 44,670	\$ 44,670	Lunghamer Ford
DPW - CG	F-250 Crew Cab / Knapheide	White	1	\$ 76,574	\$ 76,574	Lunghamer Ford
DPW - Building Services	F-150 Super Cab	Carbonized Grey	1	\$ 52,441	\$ 52,441	Lunghamer Ford
DPW - Building Services	Transit Van	Carbonized Grey	1	\$ 49,274	\$ 49,274	Lunghamer Ford
DPW - Central Garage	F-250 Crew Cab	Carbonized Grey	1	\$ 51,786	\$ 51,786	Lunghamer Ford
DPW - Powerhouse	Ranger	Carbonized Grey	1	\$ 36,606	\$ 36,606	Lunghamer Ford
DPW - Highways	F-550 Dump Truck	Yellow	2	\$ 62,435	\$ 124,870	Lunghamer Ford
DPW - Water	F-550 Dump Truck	Yellow	1	\$ 62,435	\$ 62,435	Lunghamer Ford
DPW - Backflow	Transit Cargo Van	Blue	1	\$ 49,274	\$ 49,274	Lunghamer Ford

It is respectfully requested that Council authorize the purchase of these vehicles. Immediate effect is requested, as the lead time for these vehicles is up to four months.

Background and Justification

The Department of Public Works (DPW) is responsible for maintaining critical city infrastructure, including roads, water and sewer systems, public parks, and waste management. To effectively execute these responsibilities, DPW relies on a fleet of specialized vehicles.

Over time, the department's fleet has experienced wear and tear due to extensive use in challenging environments. Many vehicles have reached or exceeded their expected service life, resulting in increased maintenance costs, reduced efficiency, and occasional disruptions in service delivery.

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan extended purchasing program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:

Jay Andrews

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Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:

Tim Hawkins

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Tim Hawkins, Director, DPW

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

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Jeremy Romer, Corporation Counsel



**PUBLIC
WORKS**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approve Contract No. 24-5576 with Michigan Department of Transportation (MDOT) between the City of Dearborn and MDOT (Dearborn Job No. 2025-016)

DEPARTMENT: Public Works & Facilities/Engineering Division and Philanthropy & Grants

BRIEF DESCRIPTION: In accordance with the Public Act 121 of 2024 Grant, State Representative Alabas Farhat has sponsored a grant in the amount of \$500,000 for the City of Dearborn for the purpose of citywide pedestrian safety improvements including raised crosswalks, increased signage, and visibility striping.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

State Representative Alabas Farhat has sponsored a grant in the amount of \$500,000 for the City of Dearborn for pedestrian pathway improvements. (Dearborn meets the criteria of a city with a combined population between 109,000 and 110,000 according to the latest federal decennial census in a county with a population greater than 1.7 million according to the latest federal decennial census.)

The grant in the amount of \$500,000 to the City of Dearborn is for the purpose of citywide pedestrian safety improvements including raised crosswalks, increased signage, and visibility striping.

FISCAL IMPACT:

There are no local match requirements.

COMMUNITY IMPACT:

This grant will provide citywide pedestrian safety improvements including raised crosswalks, increased signage, and visibility striping.

IMPLEMENTATION TIMELINE:

With immediate effect.

COMPLIANCE/PERFORMANCE METRICS:

The Engineering Division will prepare the plans for raised crosswalk locations citywide as well as inspection of the project to comply with MDOT contract specifications (attached). The project will involve removing and replacing concrete pavement, sidewalks, and sidewalk ramps.



**PUBLIC
WORKS**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Department of Public Works and Facilities/Engineering Division and Department of Philanthropy & Grants.

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approve Contract No. 24-5576 with Michigan Department of Transportation (MDOT) between the City of Dearborn and MDOT (Dearborn Job No. 2025-016)

DATE: January 10, 2025

Summary of Request

It is requested that Council approve the attached MDOT Contract No. 24-5576 with the City of Dearborn regarding a grant in the amount of \$500,000 for the purpose of citywide pedestrian safety improvements including raised crosswalks, increased signage, and visibility striping and authorize the Mayor to execute the contract on behalf of the City (subject to review by the Legal Department).

It is further requested that the Finance Director be authorized to accept the grant when received and authorize the corresponding revenue budget and appropriation. The initial payment of \$250,000 (50%) will be paid upon MDOT's receipt of Exhibit A of the contract. The final payment of \$250,000 (50%) will be paid once the initial payment has been fully expended.

It is also respectfully request that the Council Resolution be given *IMMEDIATE EFFECT*.

Background and Justification


State Representative Alabas Farhat has sponsored the grant in the amount of \$500,000 to the City of Dearborn for pedestrian pathway improvements. (Dearborn meets the criteria of a city with a combined population between 109,000 and 100,000 according to the lates federal decennial census in a county with a population greater than 1.7 million according to the lates federal decennial census.)

There are no local match requirements.

Department Approval:

DocuSigned by:

356ABCB58E83455...
Tim Hawkins, Director of Public Works & Facilities

DocuSigned by:

8FDE4113B37F442...
Soud El-Jamaly, City Engineer

Signed by:

5F7C82870E204AB...
Maria Willett, Director of Philanthropy & Grants



**PUBLIC
WORKS**

EXECUTIVE SUMMARY AND MEMORANDUM

Budget Approval:

DocuSigned by:

Cory Jarocki

F3923D50ED71E4DA

Corey Jarocki, Deputy Finance Director

DocuSigned by:

Jeremy Romer

F7A573B6C95E3460

Jeremy J. Romer, Corporation Counsel

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

CONTRACT NO. 24-5576

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF DEARBORN

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the City of Dearborn (AGENCY) of 16901 Michigan Avenue, Dearborn, Michigan 48126 in accordance with 2024 Public Act 121, Sections 250 and 1111, effective July 24, 2024, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Representative Alabas A. Farhat as shown in Appendix B.

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

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

This Contract sets forth a grant from MDOT to the AGENCY for the completion of citywide pedestrian safety improvements including raised crosswalks, increased signage, and high-visibility striping (PROJECT).

The Parties agree that:

The AGENCY will:

1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not

to exceed \$500,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

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

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

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

Milestones		
Receipt of Exhibit A (Initial Payment)	\$250,000	50%
Initial Payment has been fully expended (Final Payment)	\$250,000	50%
<u>Total</u>	<u>\$500,000</u>	<u>100%</u>

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

IT IS FURTHER AGREED THAT:

11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

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

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

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

13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.

14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.

15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

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

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

CITY OF DEARBORN

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
for Title: Department Director



APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011



3RD DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

PHONE: (517) 373-0144
FAX: (517) 373-8929
AlabasFarhat@house.mi.gov

ALABAS A. FARHAT
STATE REPRESENTATIVE

November 13, 2024

Jennifer L. Flood
State Budget Director
111 South Capitol Avenue
Lansing, MI 48912

Director Wieferrich
Department of
Transportation

Dear Directors:

SUBJECT: Legislative Sponsorship of Public Act 121 of 2024 Grant

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

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

Grant Recipient:	City of Dearborn
Grant Amount:	\$500,000
Boilerplate Section: Authorizing Grant	Article 15, Sec. 1111(2)(y)
Boilerplate Language:	(y) \$500,000 for pedestrian pathway improvements to a city with a combined population between 109,000 and 110,000 according to the latest federal decennial census in a county with a population greater than 1,700,000 according to the latest federal decennial census.
Public Purpose:	Safety improvements for crosswalks including raised sidewalks, increased signage, and visibility striping.

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

Sincerely,

Representative Alabas A. Farhat
Michigan's 3rd District

Michigan Department
of Transportation
0380 (11/2023)

REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

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

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

AMOUNT OF PAYMENT REQUEST	
---------------------------	--

CERTIFICATIONS

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

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

If this PROJECT will be contracted, initial here _____.

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

FOR MDOT USE ONLY

RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE
----------------------------------------------------	------

Michigan Department
of Transportation
0381 (08/2022)

**PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B
LOCAL AGENCY PROGRAMS**

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

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <i>minus</i> the total eligible costs.)	\$
D. PROJECT DESCRIPTION (Provide a detailed description of services completed)	

CERTIFICATIONS

- (1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.
- (2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.
- (3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

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

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

FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE
------------------------------------------------	------

EXECUTIVE SUMMARY



REQUEST: Purchase of an E-550 CUES TV Truck

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

BRIEF DESCRIPTION: This request is for the authorization to purchase of an E-550 CUES TV Truck

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Sewer Division uses the department camera trucks on a daily basis as part of the continued efforts to maintain the City's sewer infrastructure. Camera trucks are used to assist the Engineering Department in assessing the condition of the pipes within the City as well as assisting with identifying causes of sewer backups within the system.

FISCAL IMPACT:

- \$324,989
-
-

IMPACT TO COMMUNITY:

The new truck will provide a more effective tool to assist with the City's continued efforts to maintain the City's sewer infrastructure

IMPLEMENTATION TIMELINE:

Lead time is approximately 3-4 months.

COMPLIANCE/PERFORMANCE METRICS:

Department of Public Works & Facilities- Sewer Division staff will inspect the new vehicle and accept delivery.

FINANCE DEPARTMENT - PURCHASING DIVISION



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Sole Source Purchase of a E-450 CUES TV Truck
DATE: January 14, 2025

Budget Information

Adopted Budget:	\$571,140
Amended Budget:	\$571,140
Requested Amount:	\$ 324,989
Funding Source:	Sewer Fund, Sewage Division, Capital Equipment, Vehicles
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities, Sewer Division recommends the sole source purchase of an E-450 CUES TV truck from MTech Company, which has provided vehicles/equipment for DPW in the past. Pricing for this purchase is supported by CoPro+ Contract 2023-JC-060-M.

It is respectfully requested that Council authorize the purchase with immediate effect due to the lengthy build time. The resulting purchase order shall not be binding until fully executed.

Background and Justification

The Sewer Division uses the department camera trucks on a daily basis as part of the continued efforts to maintain the City's sewer infrastructure. Camera trucks are used to assist the Engineering Department in assessing the condition of the pipes within the City as well as assisting with identifying causes of sewer backups within the system.

This purchase will replace equipment that is at the end of its service life, as well as consolidating equipment under one manufacturer and camera system. Both camera trucks will now be using a CUES Pipe Ranger camera chassis and software. The pan and tilt camera system allows for more flexibility in uses within the sewer system and consolidating under one manufacturer allows for easier servicing and stocking of spare/replacement parts.

Process

This procurement is in accordance with Section 2-568A(c)(3), of the Code of the City of Dearborn.

Signature Page

Prepared By:

Jay Andrews

A06626461858403

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

Tim Hawkins

35BABC55BED3455

Tim Hawkins, Director of Public Works

Budget Approval:

DocuSigned by:

Michael Kennedy

E77649D4424447E

Michael Kennedy, Finance Director/Treasurer

DS
W

Corporation Counsel Approval:

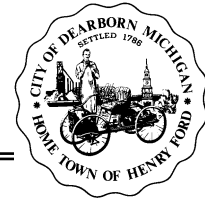
DocuSigned by:

Jeremy Romer

E7A573BA25E3460

Jeremy J. Romer, Corporation Counsel

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk

From: 34th Dearborn City Council

Date: January 17, 2025

Subject: Request for extension to requesting an extension of time to submit initial plans.

REQUEST: First request for an extension of time to submit initial plans for 24720 Cherry, 2734 Hubbard, 24600 Calvin, 24705 Cooke, and 24622 Chicago. The request is being made by architect Bilal Hakim on behalf of property owner Mohammed Alysofi.

BACKGROUND:

On March 1, 2024, Council authorized the sale of 24720 Cherry, 2734 Hubbard, 24600 Calvin, 24705 Cooke, and 24622 Chicago to Mohammed Alysofi. Under the current Land Sale Guidelines, the deadline to submit initial plans was December 21, 2024.

The Department of Law sent letters and an email to Mr. Alysofi in advance of the deadline reminding Mr. Alysofi of the deadline, but received no reply.

On January 16, 2025, the Department of Law was contacted by Bilal Hakim, architect for Mr. Alysofi, requesting an extension of time to submit initial plans.

LAND SALE GUIDELINES:

Under the current Land Sale Guidelines, the purchaser may request one administrative extension of no greater than 90-days. The request must be submitted at least 30 days prior to the deadline to submit initial plans, and must be accompanied by payment of \$250 for processing. In this case, the deadline for the administrative extension request was November 21, 2024.

Because Mr. Hakim missed the extension deadline, he must now seek Council approval for an extension of time to submit initial plans.

The Department of Law recommends that if Council approves Mr. Hakim's request, such grant be conditioned on the payment of \$250 per property, for a total of \$1,000, pursuant to the current Land Sale Guidelines.



Michael T. Sareini
Council President

Item 58

Item 59

Item 60

OFFICE OF THE 34TH CITY COUNCIL



2025 Lebanese Student Association Resolution

WHEREAS: The Lebanese Student Association (LSA), celebrating their 12th anniversary this year, has been an invaluable organization fostering cultural awareness, academic excellence, and community engagement among students of Lebanese heritage and the broader community; and

WHEREAS: The LSA provides an inclusive space for students to celebrate and share Lebanese culture, traditions, and values through events, workshops, and educational initiatives; and

WHEREAS: The members of the LSA have made significant contributions to the social, cultural, and educational landscape of the City by promoting diversity, mutual understanding, and cross-cultural dialogue; and

WHEREAS: The LSA has played a key role in supporting the personal and professional development of its members through mentorship programs, leadership opportunities, and partnerships with local organizations; and

WHEREAS: The city recognizes the importance of fostering cultural inclusivity and celebrating the contributions of diverse communities, including the Lebanese-American community; therefore, be it,

RESOLVED: That the 34th City Council hereby recognizes and commends the Lebanese Student Association for its outstanding dedication to enriching our community, promoting cultural understanding, and empowering young leaders; and

RESOLVED: And be it further that the City of Dearborn encourages all residents to join in recognizing and celebrating the contributions of the Lebanese Student Association and the Lebanese-American community to the cultural fabric of our city.

RESOLVED: That this resolution be given immediate effect.

A handwritten signature in blue ink, appearing to read "M. Hammoud".

Mustapha A. Hammoud- Councilman



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of the 2024 Consolidated Miscellaneous and Special Assessment Roll to 2025 Summer Property Tax

DEPARTMENT: Finance

BRIEF DESCRIPTION: Submitting the 2024 Miscellaneous and Special Assessment Roll to be transferred to 2025 Summer Tax Roll.

PRIOR COUNCIL ACTION: Ordinance #2-264 – Special Assessments for Legally Rendered City Services

BACKGROUND:

- Includes services provided and sewer/apron work completed to residents and business properties
 - Per Sec. 2-624, Special Assessments which become and remain delinquent for a period of one month or more as of December 31 of each year, with interest and penalty, shall be transferred to property tax roll including a 25% transfer fee
 - Annual process transferred to summer property tax
 - Final notices will be mailed giving residents 45 days to pay before transferring to Summer Tax roll and adding 25% transfer fee
-

FISCAL IMPACT:

- \$153,934.09 plus 25% transfer fee to be added to the 2025 Summer Property Tax roll
-

COMMUNITY IMPACT: Allows City to collect past due invoices as they are assigned to the Summer Tax Roll for Tall Vegetation, False Alarms, sewer work, etc.

IMPLEMENTATION TIMELINE: December 31, 2024 when invoices become delinquent to June 1, 2025 when transferred to the 2025 Summer Tax Roll

COMPLIANCE/PERFORMANCE METRICS: Second and final reading to Council Meeting May 6, 2025 excluding paid invoices plus 25% transfer fee



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Finance Department

VIA: Mayor Abdullah H. Hammoud


SUBJECT: Approval of the 2024 Consolidated Miscellaneous and Special Assessment Roll to 2025 Summer Property Tax

DATE: January 08, 2025

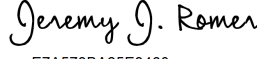
In accordance with the provisions of the City Charter, we certify that the following amounts are due to the City for several services affecting private property listed below.

We request that you approve that these Miscellaneous Receivable and Special Assessment items be spread on the 2024 Miscellaneous Assessment Roll as supported by the subsidiary Accounts Receivable systems:

Tall Vegetation	28,860.00
Litter	1,335.00
Nuisance Abatements	25,378.00
Special Pickups Requested	1,775.00
Ordinance Pickups	2,425.00
Recycle/Trash Carts	9,480.00
Demolition Legal Fees	1,048.40
Demo Related Charges	2,580.00
City Tree Fund	225.00
Police False Alarms	42,945.00
Fire False Alarms	880.00
General Fund Penalty	4,517.73
Apron Bills w/Interest & Penalty	4,267.50
<u>Sewer Bills w/Interest & Penalty</u>	<u>28,217.46</u>
Total	\$153,934.09

DocuSigned by:

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Michael Kennedy
 Finance Director

DocuSigned by:

 E7A573BA25E3460...

Jeremy Romer
 Corporation Counsel

Trial Run

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
82 10 213 22 001	MOHAMED, MOHSEN	P101	2.20	0.00	2.20
82 10 213 22 017	AUN, ALI M AUN, ABDELHAMID	TALL	215.00	0.00	215.00
82 10 213 22 017	AUN, ALI M AUN, ABDELHAMID	P101	15.05	0.00	15.05
82 10 281 04 014	HUSSAIN, AHMED FADHLE	TALL	215.00	0.00	215.00
82 10 281 04 014	HUSSAIN, AHMED FADHLE	P101	15.05	0.00	15.05
82 10 281 06 018	SALEMASSI, MAHESSEN	TALL	215.00	0.00	215.00
82 10 281 06 018	SALEMASSI, MAHESSEN	P101	4.30	0.00	4.30
82 11 204 10 007	MICHIGAN & TELEGRAPH VENTURES	FALSE	110.00	0.00	110.00
82 11 204 10 007	MICHIGAN & TELEGRAPH VENTURES	P101	2.20	0.00	2.20
82 11 204 10 014	DEARBORN HOSPITALITY HOTELS LLC	FALSE2	110.00	0.00	110.00
82 11 204 10 014	DEARBORN HOSPITALITY HOTELS LLC	P101	2.20	0.00	2.20

----->	Totals	FALSE	42,945.00
----->	Totals	P101	4,517.73
----->	Totals	TALL	28,860.00
----->	Totals	RBINS	9,480.00
----->	Totals	NUISAB	25,378.00
----->	Totals	ORD	2,425.00
----->	Totals	SPUR	1,775.00
----->	Totals	TREE2	225.00
----->	Totals	DMHEAR	1,048.40
----->	Totals	LITTER	1,335.00
----->	Totals	FALSE2	880.00
----->	Totals	DMBLDG	2,580.00
----->	Grand Total		121,449.13

12/27/2024
12:30 PM

Billing Register for CITY OF DEARBORN
Population: Block

Page: 22/22
DB: Dearborn

Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000068533 82 11 204 10 007 82 11 204 10 007	POLICE	MICHIGAN & TELEGRAPH V 24411 MICHIGAN DEARBORN, MI	330 HAMILTON ROW STE 3 BIRMINGHAM, MI	112.20 0.00	112.20 112.20
0000068507 82 11 204 10 014 82 11 204 10 014	FIRE	DEARBORN HOSPITALITY H 24555 MICHIGAN DEARBORN, MI	3340 SECOR RD TOLEDO, OH	112.20 0.00	112.20 112.20

Billing Items Summary	Item Amt.	Item Bal.
FALSE Totals	138 Billing Items 43,945.00	42,945.00
P101 Totals	2037 Billing Items 4,519.73	4,517.73
TALL Totals	114 Billing Items 28,860.00	28,860.00
RBINS Totals	114 Billing Items 9,480.00	9,480.00
NUISAB Totals	12 Billing Items 25,378.00	25,378.00
ORD Totals	11 Billing Items 2,425.00	2,425.00
SPUR Totals	12 Billing Items 1,775.00	1,775.00
TREE2 Totals	1 Billing Items 225.00	225.00
DMHEAR Totals	4 Billing Items 1,048.40	1,048.40
LITTER Totals	5 Billing Items 1,335.00	1,335.00
FALSE2 Totals	8 Billing Items 880.00	880.00
DMBLDG Totals	3 Billing Items 2,580.00	2,580.00

=====					
TOTALS	422 Invoices		122,451.13	0.00	122,451.13
			1,002.00		121,449.13

01/07/2025

Current Delinquent Amounts Without 25%

Page 1

Parcel #	Code	202515 SEWER 5 PART		Penalty	Amt To Tax
		Principal	Interest		
82 09 263 14 006	202515	327.20	22.90	17.50	367.60
82 09 283 18 019	202515	623.80	43.67	33.35	700.82
Totals:		951.00	66.57	50.85	1,068.42

01/07/2025

Current Delinquent Amounts Without 25%

Page 2

		212512 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 191 07 045	212512	726.00	101.64	74.52	902.16
Totals:		726.00	101.64	74.52	902.16

01/07/2025

Current Delinquent Amounts Without 25%

Page 3

		212514 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 263 03 011	212514	636.80	89.15	58.08	784.03
Totals:		636.80	89.15	58.08	784.03

01/07/2025

Current Delinquent Amounts Without 25%

Page 4

		212515 APRON 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 183 16 030	212515	91.97	12.88	8.40	113.25
Totals:		91.97	12.88	8.40	113.25

01/07/2025

Current Delinquent Amounts Without 25%

Page 5

		222503 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 053 01 016	222503	660.00	138.60	79.90	878.50
Totals:		660.00	138.60	79.90	878.50

01/07/2025

Current Delinquent Amounts Without 25%

Page 6

		222509 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 063 15 026	222509	731.71	153.66	44.25	929.62
Totals:		731.71	153.66	44.25	929.62

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Current Delinquent Amounts Without 25%

Page 7

		232501 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 183 12 036	232501	202.29	56.64	28.49	287.42
Totals:		202.29	56.64	28.49	287.42

01/07/2025

Current Delinquent Amounts Without 25%

Page 8

		232510 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 063 27 023	232510	636.80	178.30	32.60	847.70
Totals:		636.80	178.30	32.60	847.70

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Current Delinquent Amounts Without 25%

Page 9

		242501 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 273 15 010	242501	500.00	0.00	30.00	530.00
82 10 171 16 011	242501	3,300.00	0.00	363.00	3,663.00
Totals:		3,800.00	0.00	393.00	4,193.00

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Current Delinquent Amounts Without 25%

Page 10

		242502 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 164 05 015	242502	2,051.00	0.00	205.10	2,256.10
Totals:		2,051.00	0.00	205.10	2,256.10

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Current Delinquent Amounts Without 25%

Page 11

		242504 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 283 18 008	242504	1,025.00	0.00	82.00	1,107.00
Totals:		1,025.00	0.00	82.00	1,107.00

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Current Delinquent Amounts Without 25%

Page 12

		242505		APRON/WALK 5 PART		
Parcel #	Code	Principal	Interest	Penalty		Amt To Tax
82 09 253 01 010	242505	411.00	0.00	28.77		439.77
82 09 253 05 002	242505	1,205.60	0.00	84.42		1,290.02
82 10 173 07 003	242505	1,892.02	0.00	132.44		2,024.46
Totals:		3,508.62	0.00	245.63		3,754.25

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Current Delinquent Amounts Without 25%

Page 13

		242506 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 081 15 013	242506	2,051.00	0.00	143.57	2,194.57
Totals:		2,051.00	0.00	143.57	2,194.57

01/07/2025

Current Delinquent Amounts Without 25%

Page 14

		242508 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 134 14 009	242508	3,300.00	0.00	198.00	3,498.00
82 10 064 16 044	242508	2,051.00	0.00	123.06	2,174.06
Totals:		5,351.00	0.00	321.06	5,672.06

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Current Delinquent Amounts Without 25%

Page 15

		242510 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 071 17 012	242510	2,051.00	0.00	61.53	2,112.53
Totals:		2,051.00	0.00	61.53	2,112.53

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Current Delinquent Amounts Without 25%

Page 16

		242511 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 081 30 010	242511	2,884.00	0.00	28.84	2,912.84
Totals:		2,884.00	0.00	28.84	2,912.84

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Current Delinquent Amounts Without 25%

Page 17

		242512 SEWER 5 PART			
Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 09 164 21 030	242512	2,051.00	0.00	20.51	2,071.51
Totals:		2,051.00	0.00	20.51	2,071.51

01/07/2025

Current Delinquent Amounts Without 25%

Page 18

242513 APRON 5 PART

Parcel #	Code	Principal	Interest	Penalty	Amt To Tax
82 10 053 24 018	242513	400.00	0.00	0.00	400.00
Totals:		400.00	0.00	0.00	400.00

01/07/2025

Current Delinquent Amounts Without 25%

Page 19

Grand Total All Districts

	Principal	Interest	Penalty	Amt To Tax
Totals:	29,809.19	797.44	1,878.33	32,484.96

Approved by Council Resolution # _____

**2024 MR and SA Comparison
City of Dearborn
Miscellaneous Roll Comparison**

Type of Bills	2024 Roll	2023 Roll	Difference To Tax Roll	COMMENTS
Tall Vegetation	\$ 28,860.00	\$ 30,880.90	\$ (2,020.90)	Variable
Litter	1,335.00	-	1,335.00	Variable
Nuisance Abatement	25,378.00	14,462.50	10,915.50	Performed as needed- varies year to year - increase in cost
Special Pickups Requested	1,775.00	2,550.00	(775.00)	Fewer requests
Ordinance Pickups	2,425.00	4,855.00	(2,430.00)	Fewer pickups needed
Recycle Bins	9,480.00	7,020.00	2,460.00	Consistent requests for trash and recycle
Demolition Legal Fees	1,048.40	-	1,048.40	Performed as needed- varies year to year
Demo/Demo related bills	2,580.00	-	2,580.00	Performed as needed- varies year to year
Payment into Tree Fund	225.00	-	225.00	Variable
Police False Alarm bills	42,945.00	54,405.00	(11,460.00)	Less concurrent billing
Fire False Alarm bills	880.00	2,805.00	(1,925.00)	Less concurrent billing
General Fund Penalty	4,517.73	4,916.16	(398.43)	
Apron (Interest & Penalty Included)	4,267.50	120.16	4,147.34	Number of apron repairs dictated by weather and age
Sewer (Interest & Penalty Included)	28,217.46	19,230.07	8,987.39	Number of sewer repairs dictated by weather and age
Fee Assessment	\$ 153,934.09	\$ 141,604.79	\$ 12,329.30	

RESOLVED: That this Council does hereby confirm and approve the Consolidated Miscellaneous Roll for 2024 for the several services affecting private property in the approximate amount of \$153,934.09 plus 25% per Ord. No. 2-624 (Council Resolution 11-1102-02).

Prepared by:
Finance Department
January 8, 2025